PINOLE CITY COUNCIL
MEETING AGENDA

July 1, 2025
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@pinole.gov** 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.pinole.gov.

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

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

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.pinole.gov. You may also contact the City Clerk via e-mail at hbell@pinole.gov.

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, Finance Director, Markisha Guillory, and Gregory Ramirez, IEDA
Employee organizations: AFSCME Local 1, AFSCME Local 512, and the Pinole Police Employees Association (PPEA)

B. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Gov. Code § 54956.8
Property: 2100 San Pablo Ave.
Agency negotiators: Kelcey Young, City Manager and Eric Casher, City Attorney
Negotiating party: Art Pakpour
Under negotiation: Price and Terms

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

6. CITIZENS TO BE HEARD (Public Comments)

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

7. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

B. Mayoral & Council Appointments

C. City Council Committee Reports & Communications

D. Council Requests for Future Agenda Items

E. City Manager Report / Department Staff

F. City Attorney Report

8. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. **Proclamations**

1. Parks Make Life Better

2. Independence Day

3. Bastille Day

B. **Presentations**

None

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 June 17, 2025.

B. Receive the June 14, 2025 – June 27, 2025, List of Warrants in the Amount of $1,849,025.10, and the June 20, 2025, Payroll in the Amount of $528,964.97.

C. Adopt a resolution authorizing the City Manager to amend the contract with Contra Costa County to continue administration of the Pinole Energy Enhancement Rebate Program (PEER) through additional funding from the California Energy Commission (CEC) Local Government Building Decarbonization Challenge **Action: Adopt Resolution per Staff Recommendation (Lilly Whalen, Kapil Amin)**

D. Resolution Accepting a Capacity-Building Microgrant from AARP to Support Educational Workshops for the Pinole Accessible Living (PAL) Program **Action: Adopt Resolution per Staff Recommendation (Lilly Whalen, Keith Marks)**

E. Resolution Authorizing the City Manager to Execute Amendment No. 4 to the Agreement with Michael Baker International to Support Additional Outreach for the Safety and Health & Environmental Justice Elements **Action: Adopt Resolution per Staff Recommendation (Lilly Whalen, David Hanham)**

F. Letter of Support for Senate Bill 63 **Action: Approve Letter and Adopt Resolution per Staff Recommendation (Kelcey Young)**

G. Letter of Support for Assembly Bill 1388 **Action: Approve Letter per Staff**

Recommendation (Kelcey Young)

H. Letter of Support for Assembly Bill 762 **Action: Approve Letter per Staff Recommendation (Kelcey Young)**

I. Letter of Support for Assembly Bill 996 **Action: Approve Letter per Staff Recommendation (Kelcey Young)**

J. Placement Of Liens For Delinquent Unpaid Waste Collection Charges Falling Delinquent Between January And April 2025, Considered At An Administrative Hearing On June 5, 2025 **Action: Adopt Resolution per Staff Recommendation (Roxane Stone)**

K. Adopt a Resolution Approving the Cooperative Agreement between the City of Pinole and Contra Costa County for the San Pablo Avenue Enhanced Bicycle and Pedestrian Gap Closure Study **Action: Adopt Resolution per Staff Recommendation (Heba El-Guindy)**

L. Approval Of Fourth Amendment To The Consulting Services Agreement With Consor North America, Inc. (Formerly Quincy Engineering, Inc.) For Additional Services For The San Pablo Avenue Bridge Replacement At The BNSF Railroad Project (Project No. RO1710) **Action: Adopt Resolution per Staff Recommendation (Heba El-Guindy)**

10. PUBLIC HEARINGS

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

A. First Reading Of Ordinance Amending Pinole Municipal Code Chapter 10.40 “Stopping, Standing And Parking” Section 10.40.050 “No Parking Areas Designated” To Include Restrictions Related To Parking Near Intersections In Compliance With Assembly Bill 413 (“Daylighting Law”) **Action: Waive the first reading and introduce by title only an ordinance amending Pinole Municipal Code Chapter 10.40 “Stopping, Standing and Parking” Section 10.40.050 “No Parking Areas Designated” to include restrictions related to parking near intersections in compliance with Assembly Bill 413. (Eric Casher, Heba El-Guindy, Melissa Klawuhn)**

11. OLD BUSINESS

None

12. NEW BUSINESS

None

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

Open only to members of the public who did not speak under the first Citizens to Be Heard, Agenda Item 6 **Citizens may speak under any item not listed on the Agenda.** The time limit is 3 minutes for City Council items and is subject to modification by the Mayor. Individuals may not share or offer time to another speaker. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future meeting.

14. ADJOURNMENT to the Regular City Council Meeting of July 15, 2025 in Remembrance of Amber Swartz.

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

____

Heather Bell, CMC
City Clerk
POSTED: Thursday, June 26, 2025 at 12:00 pm

Proclamation

PARKS MAKE LIFE BETTER!®

WHEREAS, *Parks and Recreation promotes physical, emotional, and mental health and **wellness** through organized and self-directed fitness, play, and activity; and*

WHEREAS, *Parks and Recreation supports the economic vitality of communities by partnering with local businesses and non-profits, and offering events for resident's engagement; and*

WHEREAS, *Parks and Recreation creates memorable experiences through youth sports and enrichment activities, teen centers and programs, senior activity centers, adult fitness, and enrichment programs, free community events, and beyond; and*

WHEREAS, *Parks and Recreation fosters social cohesiveness in communities by celebrating diversity, providing spaces to come together peacefully, modeling compassion, promoting social equity, connecting social networks, and ensuring all people have access to its benefits; and*

WHEREAS, *Parks and Recreation supports human development and endless learning opportunities that foster social, intellectual, physical, and emotional growth in people of all ages and abilities; and*

WHEREAS, *Parks and Recreation strengthens community identity by providing facilities and services that reflect and celebrate community character, heritage, culture, history, aesthetics, and landscape; and*

WHEREAS, *Parks and Recreation sustains and stewards our natural resources by protecting habitats and open space, connecting people to nature, and promoting the ecological function of parkland; and*

WHEREAS, *Parks and Recreation supports safe, vibrant, attractive, progressive communities that make life better through positive alternatives offered in their recreational opportunities; and*

WHEREAS, *Parks and Recreation remains versatile and innovative in providing vital services to communities through local, national, or global emergencies, all while adhering to guidelines set forth by governing agencies; and*

WHEREAS, *The California Park & Recreation Society has released a statewide public awareness campaign, "Parks Make Life Better!®" to inform citizens of the many benefits of utilizing parks, facilities, programs, and services.*

NOW, THEREFORE, I, CAMERON SASAI, *Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council, do hereby proclaim **JULY 2025 AS PARKS MAKE LIFE BETTER!® MONTH** and encourage all to recognize the importance of access to local parks, trails, open space, and facilities for the health, wellness, development, inspiration, and safety of all Californians.*

CAMERON SASAI
Mayor of the City of Pinole

Dated: July 1, 2025

Proclamation

INDEPENDENCE DAY
JULY 4, 2025

WHEREAS, *on July 4, 1776, the Continental Congress declared that the 13 American colonies were no longer subject to the monarch of Great Britain and were united, free, and independent states; and*

WHEREAS, *the 13 colonies soon adopted the Declaration of Independence, a historic document drafted largely by Thomas Jefferson; and*

WHEREAS, *since then, July 4th has been annually celebrated as Independence Day, also known as Fourth of July, to commemorate the birth of American independence with festivities such as fireworks and parades; and*

WHEREAS, *in 1870, the U.S. Congress made Independence Day a federal holiday, and this day continues to remain an important symbol of patriotism and political freedom; and*

WHEREAS, *on this day, individuals celebrate by displaying the American flag outside their homes or buildings, arranging fireworks often accompanied by patriotic music, and simply enjoying time with their families; and*

WHEREAS, *we should also take time to appreciate the history, heritage, and people of our great nation, express our loyalty and pride for America, and give thanks for the freedom and liberties fought by the first generation of our people; and*

NOW, THEREFORE, I, CAMERON SASAI, *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* ***JULY 4, 2025, AS INDEPENDENCE DAY*** *in the City of Pinole and I encourage all Pinole citizens to observe this day with appropriate celebrations.*

CAMERON SASAI
MAYOR of the City of Pinole

Dated: July 1, 2025

Proclamation

BASTILLE DAY
JULY 14, 2025

WHEREAS*, On July 14, 1789, the people of France stormed the despised Bastille prison in Paris, marking the beginning of their own struggle against tyranny; and*

WHEREAS*, shortly thereafter, the National Assembly of France approved the declaration of the Rights of Man and the Citizen. This historic document noted that "ignorance, neglect, or contempt of human rights, are the sole causes of public misfortunes" and affirmed the concept of individual liberty; and*

WHEREAS*, the Declaration of the Rights of Man and the Citizen was not only adopted within the same year as the Congress approved our Bill of rights, but also contained some of the same themes, including freedom of religion, freedom of the press, security in one's property and person, and due process in courts of law; and*

WHEREAS*, these documents proclaimed the inviolability of human rights on both sides of the Atlantic Ocean and guaranteed them for future generations; and*

WHEREAS, *the City of Pinole is committed to appreciating and honoring diversity and the heritage of all its citizens.*

NOW, THEREFORE, I, CAMERON SASAI*, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council, do hereby proclaim* ***JULY 14, 2025 AS BASTILLE DAY*** *and call upon all people to observe this day with appropriate ceremonies and activities, and I urge them to renew their support for the just aspirations of all peoples who seek freedom and self-determination.*

CAMERON SASAI
Mayor of the City of Pinole

Dated: July 1, 2025

CITY COUNCIL MEETING
MINUTES
June 17, 2025

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 Sasai called the Regular Meeting of the City Council to order at 5:02 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. <u>COUNCILMEMBERS PRESENT</u>

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

B. <u>STAFF PRESENT</u>

Kelcey Young, City Manager
Roxane Stone, Deputy City Clerk
Eric Casher, City Attorney
Markisha Guillory, Finance Director
Fiona Epps, Communications Director
Prajwol Bhandari, PCTV Administrative Coordinator
Dave Snell, PCTV, Coordinator

Deputy City Clerk Roxane Stone announced the agenda had been posted on June 11, 2025 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 to view in the Council Chambers.

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

4. CONVENE TO A CLOSED SESSION

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

A. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6
Agency designated representatives: City Manager, Kelcey Young, City Attorney, Eric Casher, Human Resources Director, Stacy Shell, Finance Director, Markisha Guillory and Gregory Ramirez, IEDA
Employee organizations: AFSCME Local 1, AFSCME Local 512 and the Pinole Police Employees Association (PPEA)

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Gov. Code § 54957
Title: City Manager

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

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

At 8:11 p.m., Mayor Sasai reconvened the meeting into open session. There was no reportable action from the Closed Sessions.

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.

Maria Alegria, referenced a resolution which had been adopted by the City Council on March 18, 2025 regarding community values which complied with Senate Bill (SB) 54, the California Values Act, and other informational materials related to Stand Together of Contra Costa County, which were supposed to be made available to the public in City facilities and in different languages in order to inform residents of their constitutional rights.

Ms. Alegria referenced a recent episode of forcibly removing and handcuffing California State Senator Alex Padilla from a Department of Homeland Security (DHS) press conference for asking a question regarding removal tactics against immigrant communities by U.S. Immigration and Customs Enforcement (ICE) agents which she found an affront to democracy. She asked of the status of City efforts to ensure residents were informed and felt safe from similar violations of the constitution by ICE, since immigrants were living in fear and intimidation. She asked who was responsible for implementing the resolution approved by the City Council and asked for an update under the Mayor or City Manager's Report.

Rafael Menis, reported on the current state of transmission for COVID-19 in the region, with the national data no longer available since the Centers for Disease Control and Prevention (CDC) had changed out how its website had been organized, but he was able to provide information from another CDC source which indicated there had been an increase over the past couple of weeks related to wastewater values based on a 0 to 15 scale. The City of Pinole was at a rate of 1.766 in April 2025 and rate of 2.924 as of June 7, 2025. He encouraged people to take increased precautions given new COVID-19 variants and increased transmission in the vicinity over the past couple of weeks where there could be a spike in infection rates.

Mr. Menis also thanked everyone who participated in the rally and No Kings protest on June 14, 2025, in particular Mayor Sasai and Council members Murphy and Toms who attended the peaceful protest. There had been other events in the City of Hercules and everything worked out fantastically with these local events having worked out better than some national events. He added President Trump had contested he had the power to compel Iran's Supreme Leader to conditionally surrender presumably through making war. He read into the record Article I, Section 8 of the United States Constitution, which stated that Congress had the power to declare war, not the President, and he asked that they keep that in mind.

7. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

Mayor Sasai reported he attended the Contra Costa Mayors' Conference when appointments were made to regional boards. He congratulated Council member Toms for her re-appointment as Alternate to the Association of Bay Area Governments (ABAG) Board and Council member Murphy's reappointment as the Alternate to the East Bay Economic Development Alliance Executive Committee. He also thanked everyone who joined the community in the Pride and Juneteenth events at Fernandez Park, City staff who put in the work and the Community Services Director and her team for their work on the event which had a beautiful showing. He looked forward to the event in 2026.

Mayor Sasai also met with Eduardo Martinez the Mayor for the City of Richmond and had a discussion about immigration policy and what could be done to work in collaboration and side by side to keep residents safe and ensure residents were safeguarded against misinformation.

There had been an ICE presence in the region, particularly in the City of Concord, and there were fears in the local community with more discussions to come with neighboring jurisdictions to ensure the City of Pinole had information confirming ICE sitings so that people were not in fear.

Mayor Sasai also thanked Mr. Menis for the self-invite to the No Kings rally in the City of Hercules, which had been well attended from people throughout the county to stand up for democracy in the most non-partisan way possible. He also thanked Council members Murphy and Toms for attending the rally. Additionally, he met with the WestCat Board of Directors and reminded everyone the Youth Ride for Free program was ongoing until July 31, 2025, with those 18 years of age and under and who had a valid school identification able to ride public transit for free. Lastly, he attended the Philippine Independence Day celebration held every year by St. Joseph Church. He looked forward to the next celebration in 2026.

B. Mayoral & Council Appointments: None

C. City Council Committee Reports & Communications

Mayor Pro Tem Tave reported RecyleMore recently met, he had been unable to attend the meeting, asked Council member Murphy to attend as the Alternate and he expected a report would be provided.

Council member Murphy reported he attended the League of California Cities Revenue and Taxation, and Transportation, Public Works and Communications Policy Committees and highlighted the agenda discussions; a meeting of RecycleMore with a discussion of several issues impacting waste management and environmental compliance, adoption of the Fiscal Year (FY) 2025/26 operating budget and a couple of presentations which he also highlighted particularly an available grant related to SB1383, California's Organic Waste Law.

Council member Murphy also attended the Pride/Juneteenth celebrations and thanked the Community Services Department team for making it happen and all City Departments who had been a part of the event; thanked the City Manager, Public Works Director and Wastewater Treatment Plant Manager, for a recent robust discussion of critical infrastructure and needs and updates to the Wastewater Treatment Plant and upcoming projects; welcomed Cheryl Cotton, the new Superintendent of the West Contra Costa Unified School District (WCCUSD) whose background he highlighted and announced Marin Clean Energy's (MCE) Certify and Amplify Webinar scheduled for July 18, 2025, was a valuable opportunity for local small and diverse businesses to grow through accessing the State Contracting Clearinghouse, with the webinar free for small business owners with more information available at the MCE website.

Council member Toms reported she attended the Contra Costa Mayors' Conference at which time she had been selected as one of the Alternates to the ABAG Executive Committee and detailed a presentation from the County Clerk Recorder on the Mapping Prejudice Project, working with the University of Minnesota and community volunteers to find out the multiple restrictive covenants that exist on properties that were racially motivated and identify all recorded documents, to have them amended. She also attended the League of California Cities Housing, Community and Economic Development Committee and briefed the City Council on a presentation on local fire insurance, housing innovations and public/private partnerships and legislative updates.

Council member Toms referenced in particular legislation that would move the Housing Element process up six months to give both ABAG, who determined the Regional Housing Needs Allocation (RHNA), an additional six months and gives cities six more months to start the process. SB79, the Abundant & Affordable Homes near Transit Act, had also been discussed and would require local governments to approve by right dense residential housing near specific transit stops without any public engagement, environmental review or consideration of State Certified Housing Elements and was to be considered by the Assembly and which legislation was opposed by local governments, unions and affordable housing groups.

Council member Toms also attended the Pride/Juneteenth celebrations and congratulated staff on doing a great job. She asked the City Council to adjourn the meeting in memory of Vera Rowsey, a resident of Pinole, a retired teacher, administrator, former Principal of De Anza High School and Pinole Middle School, Pinole Seals mom, dancer and dance mom, member of the Pinole Tennis Club and Vice President of the West County Forum who would be deeply missed by family, friends, neighbors and colleagues. She had spoken with Mrs. Rowsey's husband several times in the last week who asked that she share a message, to think about having advanced directives for loved ones.

Mayor Sasai confirmed the meeting would adjourn in memory of Vera Rowsey. He also announced the Pinole Police Department asked that anyone with information about the May 28, 2025 incident and random act of violence against Mrs. Rowsey contact the Pinole Police Department at (510) 724-8950 or (510) 724-1111 the non-emergency line. He encouraged people to report any suspicious activities. He otherwise commented what was happening in the federal government was not normal, seeing images of Senator Padilla being detained for doing his job and asking questions was disheartening along with seeing the New York City Comptroller detained this date for doing his job along with other actions that were not democratic.

D. Council Requests for Future Agenda Items

Council member Toms understood the City Clerk had been looking at potential dates in the month of August for a follow-up City Council Retreat. While not a request for a future agenda item, she asked that an email response from staff be provided.

ACTION: Motion by Council member Martinez-Rubin/Mayor Sasai to direct staff to prepare a Letter in Support of Assembly Bill 762, which banned disposable vapes in the State of California with the letter to be submitted to the appropriate California State portals.

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

ACTION: Motion by Council members Martinez-Rubin/Toms that the City of Pinole Support Assembly Bill 996, by adding the City's name and seal to the Coalition Letter the League of California Cities had prepared and which would clarify that any existing sea level rise plans assessment or information that local government have worked on can be used to meet one or all of the components of the Sea Level Rise Plans.

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

E. City Manager Report / Department Staff

City Manager Young thanked everyone who attended the recent Coffee with the City Manager; announced Pinole Community Television (PCTV) and the Pinole Police Department would have a booth during the Car Show on June 22, 2025, and the Senior Center Pancake Breakfast would kick-off the Car Show from 7:00 a.m. to 10:00 a.m. She thanked the Community Services Department for its great community events and reported forty children have signed up for the summer camp which had a wait list. She also thanked the Public Works Department with red curbs currently being painted in the community as part of new daylighting laws with a presentation to be provided to the City Council in July. In addition, the Special Olympics Law Enforcement Torch Run would be held on June 25, 2025 carrying the torch from the community corner starting at 8:30 a.m. all the way down to San Pablo Avenue. She thanked all staff who were involved in the event.

City Manager Young also reported red cards were currently available in English at City Hall and other facilities to be distributed in other languages soon, with staff working with a professional translating service to ensure all information was as clear as possible. This was a multi-department project, with multiple rounds of edits and information on Stand Together Contra Costa was available on the Community Resources section of the City website or anyone may contact City staff for more information. She also reported speed limit reductions were underway, with speed limit signs being switched out in various roads including San Pablo Avenue and Pinole Valley Road. Grinding of the roads would also occur this month. The Pinole Police Department would start enforcement of the new speed limits in July with everyone asked to be mindful and drive safely.

F. City Attorney Report: None

8. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations: None

B. Presentations

The items were taken out of order from how they had been shown on the meeting agenda.

1. Robert Walker Memorial Presentation

Communications Director Fiona Epps provided a PowerPoint presentation on the Robert Walker Jr. Memorial which included the background of the ten applications received by City of Pinole staff (Public Works and Police Departments) and request to install an aluminum memorial sign on the City's Corporation Yard building in honor of Robert Walker Jr.'s exceptional 45-years of service to the City of Pinole.

The applications had been reviewed by the City Council Memorial Subcommittee. The estimated cost of the sign is $3,040.91 and the sign copy on the plaque was detailed. Another application submitted by Pinole resident Bob Kopp for a redwood memorial plaque at Pinole Valley Park was highlighted and would consist of stainless steel, with native flowers, stones and solar ground lighting adjacent to Pinole Valley Park. Materials and labor would be donated and ongoing maintenance costs would be minimal and done by the Public Works Department. The sign copy on the plaque was also detailed.

Communications Director Epps recommended the City Council approve two memorial applications for Naming and Dedication of City Facilities in honor of Robert Walker Jr., accepting special circumstances for the memorial according to the City's Memorial Policy and 1) install a memorial sign on the Corporation Yard Building; and 2) install a redwood memorial plaque adjacent to Pinole Valley Park. If the Corporation Yard sign and redwood plaque were approved by the City Council, staff would make plans to install the memorials before the end of the year. If the Corporation Yard sign was approved, staff would proceed with working with the vendor on final design concepts for the sign. Staff would review to ensure the signage design adheres to all City branding guidelines and installation would be performed by the vendor. Signage expenses would be paid by the City of Pinole. If the redwood plaque was approved staff would coordinate with Pinole resident Bob Kopp on installation and materials, with the installation to be donated by Mr. Kopp.

Mayor Sasai thanked everyone who advocated for the Robert Walker Jr. Memorial. He and Council member Murphy served on the Memorial Subcommittee and were very proud to recommend the City Council approve the staff recommendation.

Council member Toms thanked staff for the beautiful wording, particularly for the redwood plaque.

Council member Martinez-Rubin thanked the staff of the Pinole Police and Public Works Departments along with Mr. Kopp for the coordinated effort to design a memorial, with both the redwood plaque and Corporation Yard sign providing good integration of natural materials. She hoped the memorial would bring a bit less heartbreak if at all possible and smiles to the Walker Family.

Responding to questions from the City Council, Communications Director Epps clarified:

- The expected completion date for the Corporation Yard sign installation was expected by the end of the year. (Sasai)

- Acknowledged a request for a ceremony in recognition of renaming the Corporation Yard when the project was complete. Acknowledged a recommendation to coordinate the renaming ceremony with Mr. Walker's November 21st birthday, with staff planning to make the installation of the memorials a very special event. (Sasai)

PUBLIC COMMENTS OPENED

Tracy Walker, speaking on behalf of family members, her father's co-workers and the community her father served so faithfully, requested the City Council approve the memorial installations, as proposed by staff.

Ms. Walker asked the City Council to move forward with the memorials to reflect her father's deep legacy and roots planted in the City, with her father having given his life to the City in years of service, heart, humility and unwavering dedication. The memorials were more than symbols, but memories of a man who showed up every day and treated people with respect and love and who should be remembered. The memorials meant a great deal to the Walker Family and those who worked beside her father.

PUBLIC COMMENTS CLOSED

Mayor Sasai clarified this was a presentation for the Robert Walker Jr. Memorials, with the actual request to be considered under Consent Calendar Item 9L.

2. PCTV Community Media Center Strategy

Communications Director Epps provided a PowerPoint presentation on the PCTV Community Media Center Strategy which included an overview of the PCTV Strategy Development; introduction to the PCTV Strategy Development Team and PCTV volunteers; initial assessment of PCTV which included input from the City Council, the PCTV Team and results from a PCTV survey (November-December 2024) to community members; PCTV vision and mission; goals and objectives and the actions to be taken to achieve the goals and objectives An overview of the programming strategy for local government and community content, community and engagement and services, cultural and educational content and interactive and special features, and partnerships and collaborative projects were also highlighted. In addition, goals on technology, development of sponsorships and memberships, City support for event coverage, photo/videography, video production and audio-visual support, fiscal sustainability, community engagement and outreach and the PCTV marketing plan were further highlighted.

PCTV Administrative Coordinator Prajwol Bhandari provided a brief Website Tour of PCTV.

Communications Director Epps took the opportunity to recognize Media and Communications Fellow Charlie Elison, a volunteer working with PCTV who was present in the audience. She noted the implementation of the PCTV Strategy was already underway with staff working on key objectives and with a full roll out of all programs and services expected to be completed in one year. The marketing plan had been projected to be implemented in the next three to four months. By the start of Fiscal Year (FY) 2026/27, PCTV aimed to establish a revitalized community driven operation, quadrupling viewership and achieving a 300 percent increase in community support and participation.

Responding to questions from the City Council, Communications Director Epps and PCTV Coordinator, Dave Snell clarified:

- Acknowledged appreciation for the work done thus far by PCTV and the ability for Council members to provide feedback on the PCTV Strategy Development. Clarified the data in the PowerPoint presentation from the survey results, had shown 53 percent of residents don't watch AT&T or Comcast and there had been 171 respondents to the survey. Clarified PCTV had previously been launched on streaming platforms and was heavily watched through the City's website and was available on Roku, Apple TV and Amazon Fire. (Murphy)

- Clarified around 70 percent of the survey respondents indicated they would watch PCTV if available on Internet streaming channels. The marketing strategy goal was to make people aware PCTV was available on Internet streaming channels and PCTV would promote heavily in spreading the word and would leverage that in the future. (Murphy)

- Acknowledged appreciation for the membership tiers and engagement in that way as a model of sustainability and clarified the kinds of benefits and perks that could be offered with each membership tier to PCTV, which led to a list and cost out of items which were highlighted and which led to a membership price based on youth versus seniors and what a business could pay. (Murphy)

- Acknowledged a request to see more clarity on the City's investment in PCTV and open data around performance indicators with staff to possibly return with a framework of the public facing PCTV performance dashboards and have that information available on the City's website, which would help track growing engagement and make it easier to invest in PCTV. Clarified that level of detail had not been included in the PCTV Strategy, but staff had access to several sources of data they planned to leverage for measuring the success and outcomes of PCTV, including the Master Control Automation System TelView, where they would be able to access data on the number of viewers for Internet streaming channels, but they would not have data on cable viewers. The survey indicated that out of 171 respondents, about half have watched PCTV before, some on a weekly basis. Putting out additional surveys would help PCTV gage success and outcomes. The number of sponsors and volunteers who sign up would also be beneficial data and staff also had access to website data analytics and could utilize social media analytics through the City's new social media platform on Instagram. Staff could build out a more structured framework and was looking at all avenues of data that could be sourced.

- Acknowledged appreciation and congratulations to the PCTV Team on how far it had come since 2020, appreciation for the PowerPoint presentation and bringing the PCTV Strategy in-house. (Murphy)

- Acknowledged appreciation for all of the hard work of the PCTV Team and the fact much of the work was being done behind the scenes. Acknowledged a request for more presentations as the PCTV Media Center Strategy was developed. (Tave)

- Clarified the vision and mission for PCTV as detailed in the PowerPoint presentation. Clarified the vision statement and reference to "trusted leader in local news" referred to PCTV. (Martinez-Rubin)

- Clarified PCTV was working on updating its current content on its channels. Acknowledged some content that had been airing was outdated. PCTV was looking for new content, the Media Communications Fellows were working on that component and people have submitted content through a form on PCTV, including Rocket Crockett and other media. Outdated content would gradually be replaced with new original content, plus content from the community and more information from the City on public service announcements and reformatting of social media and flyers to wide screen to be shown on PCTV. PCTV's Master Control also had integration with social media. (Martinez-Rubin)

- Clarified the standard and public access fees for PCTV with public access fees for Pinole residents and standard fees for everyone else. (Martinez-Rubin)

- Clarified the survey results of who was watching City Council meetings and coverage of government meetings which was one of the most valued services of PCTV. While not as popular as seeing local news, local business news and arts and cultural programming was important and people valued civic engagement and access to local government through PCTV. (Martinez-Rubin)

- Clarified Instagram live steaming for City Council meetings and community events could be explored. (Sasai)

PUBLIC COMMENTS OPENED

Irma Ruport, stated the PCTV Community Media Center Strategy was over a year and half late. She also understood PCTV had been reassigned to the City Manager's Office over a year ago contrary to a statement in the PowerPoint presentation. She added she had a list of community events which occurred over the last year and a half, including the Valor Village Grand Opening, Contra Costa Fish Migration Day, Earth Walk, Juneteenth etc. and she had submitted an email to the Communications Director in 2024, who asked that she be patient. She asked how patient taxpayers should be in that they had two local channels on PCTV, with no one videotaping community events. She found someone was calling the shots and wanted to know who it was.

Ms. Ruport commented the new Communications Director had been with the City a year and a half, whereas the PCTV Coordinator had 40+ years of broadcast experience and 27 years with PCTV and other news organizations. Erick Wilson, the Cable Technician for PCTV had 20+ years of broadcast experience. Given all of that experience, she questioned why someone who had worked with the City for so long had not been given the job of Communications Director. While this was not personal, she noted when they had people with that level of experience and do not utilize those talents, she found someone was calling the wrong shots. She agreed with the PCTV strategy and wanted it to move forward but questioned why it had taken a year and a half to bring forward the presentation and possibly another year and a half could pass before the strategy was implemented.

Ms. Ruport suggested if PCTV was not being utilized as it should, the City should get rid of it, since taxpayers were paying for it. She asked that an ad hoc committee be established with PCTV and include two Council members. She suggested PCTV be moved back to where it should be prior to having been moved under the City Manager's Office or considered as a separate division. She hoped that PCTV would be in attendance for the upcoming Car Show.

Rafael Menis, asked for clarification of PCTV being "a trusted leader in local news", as noted in the vision statement and how that was compatible with the programming strategy under Page 42 of 738 of the agenda packet, Section VI. Technology and Infrastructure, (2), AI and Streamlined Editing Tools, as written. He noted Pages 38 and 39 of 738 of the agenda packet, and the time set aside for editing, was at six percent currently and planned to be six percent in the updated time with the main adjustment, a shift from video production to public access. He asked if Artificial Intelligence (AI) production would improve the editing process and why the percentage of time allocated to editing would be the same amount.

Given the known issues of AI causing confabulations, hallucinations or lying in its output since AI does not and could not know the truth, given it was a large language model and predicting the most likely outcome, Mr. Menis asked what sorts of protections would be put in place in any AI process to ensure PCTV would remain a trusted leader and information it was putting out would remain accurate. He also had questions about suggested cutbacks in PCTV service in order to allow it to realign its process to be more sustainable.

Mr. Menis referenced page 41 of 738 of the agenda packet, which indicated PCTV recommends scaling back or eliminating certain services and that Commission meeting video production could be transitioned to staff liaisons using basic video equipment and Zoom for recording and livestreaming. Additionally, video coverage of City-sponsored events could be limited to a select number of high-priority events annually and the adjustments would enable PCTV to dedicate more time and resources to community-based projects and strategic initiatives, including revenue-generating activities. He asked if that meant Planning Commission meetings would not be broadcast using PCTV equipment but livestreamed on Zoom. He asked of the practical impacts to the Planning Commission or other City Commissions/Committees and whether this change would result in the same quality of service or a lesser quality of service. He asked to what extent would the City Council be able to influence any of this process in that a lot of this was being implemented now and asked whether there would be room for City Council and public feedback on the process.

Maria Alegria, thanked Mr. Snell for his commitment to the City of Pinole. She loved The Pulse and energy Council member Murphy provided when Mayor, and suggested as a public service, that was what was needed. She was concerned with the fact the federal government was cutting funding for public broadcasting and it was more critical than ever for the City to be in control of its messaging and content provided to the community. She pointed out the City had a great facility at kitchen at 812, who had been doing cooking videos and that was something people loved which could be considered for potential programming. Also, there were people who have done documentaries, including her husband who had created A Song for Cesar, a documentary about Cesar Chavez, which was available to public institutions and could be aired on television. Another friend created the documentary 100 Years from Mississippi, the story of a woman who left Mississippi to escape racial violence and vowed never to return, and was another example of content that was already produced that could be aired. She encouraged the City to consider such opportunities.

Ms. Alegria added her husband was also an editor, and she was familiar with editing content for a brief video. She wanted to keep PCTV and emphasized the City needed to figure out how to maintain and sustain it. She recommended they could also bring in youth since they needed those voices and the more they get out there and the more PCTV was promoted would be great. She again suggested cooking, documentaries and bringing in the youth should be considerations for content.

Anthony Vossbrink, echoed the comments made regarding things going on with respect to the City's management of PCTV. PCTV had competent people led by Mr. Snell but a former Assistant City Manager several years ago had restricted Mr. Snell and his team's ability to accomplish things. As an example, the scheduling grid which was posted weekly was a far cry from what had been done in the past with regards to content and timing.

Mr. Vossbrink found they were going backwards with regards to posting events on PCTV with all events scheduled being shown to occur in the a.m. versus p.m. and he found no one was proofreading the schedule prior to posting on PCTV. PCTV had a lot of skilled people in-house and he questioned bringing people from outside given the City's limited budget. He added that posting of public notices and City meeting cancellations could be better handled so the public could view and know when meetings are canceled before the meeting was held not after the fact. He also understood an American Association of Retired Persons (AARP) Tax Senior Workshop and Red Cross Blood Drive had been canceled due to over-scheduling.

PUBLIC COMMENTS CLOSED

Council member Murphy thanked Ms. Alegria for her words about the broadcasting, particularly given the vision for PCTV as outlined and the importance of community storytelling since there has been disinvestment with national public broadcasting. He found the PowerPoint presentation was great, but the work now was to think how to lean into the community storytelling and what resources to give to residents.

Council member Murphy offered a motion, seconded by Mayor Sasai to direct staff to develop and return to the City Council with a proposed framework for a public facing PCTV performance dashboard to be featured on the City website and to be designed to visually track community engagement metrics and alignment with strategic communication goals and include in the proposal the establishment of an annual public forum (open house or community feedback session) specifically focused on PCTV services and programming.

On the motion, Council member Toms asked whether or not the City Council may take action on a presentation item.

City Attorney Eric Casher confirmed this was a presentation item but the City Council may provide staff with direction on the item. This was a discussion of the PCTV Strategy and the City Council could provide direction and a motion could be entertained. No formal action could be considered but direction to staff could be entertained. He understood Council member Murphy had offered specific direction on a motion directive to staff and that could be considered.

Council member Martinez-Rubin commented the matter of evaluating processes and actually displaying data, such as dashboards was something that needs some financial and resource considerations and for staff to return to further develop their strategy, would require some thinking behind who would be doing that kind of data collection compilation analyses, etc. to eventually display a dashboard. She deferred to staff to let the City Council know what was doable given where they were in the implementation of the strategy. She found the presentation to be an overview of the enhancements PCTV would have and the actual documentation and processes and display of data about those processes, results to be read by anyone whether they use Open-Source applications or not still required some staff time and or some financial investment. She did not want the City Council to downplay the necessary resources either whether people, time or money in order to do what was necessary, not only for PCTV but for a number of program activities spearheaded by staff at City Hall.

ACTION: <u>Motion by Council member Murphy/Mayor Sasai to direct staff to develop and return to the City Council with a proposed framework for a public facing PCTV performance dashboard to be featured on the City website and to be designed to visually track community engagement metrics and alignment with strategic communication goals and include in the proposal the establishment of an annual public forum (open house or community feedback session) specifically focused on PCTV services and programming</u>.

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

Mayor Sasai thanked the Communications Director for her hard work. He found the City website looked sharp and in terms of web design and logo design, found the community would appreciate that. He also would like to see PCTV air the documentary <u>A Song for Cesar</u>, as mentioned by Ms. Alegria. In response to questions about AI policy and staff time for editing, he asked whether staff was comfortable addressing the questions at this time.

Communications Director Epps clarified AI technologies and the difference from the allocation from the previous staff time to the new regarding video production and editing time, and noted with the AI technology, that would go into the video production staff allocation since the AI editing tools were used during video production activities, and that was why the editing stayed at six percent for both the before and after. The video production time went down, since they would be using more advanced technology and bringing in other content the community would create.

The entire City Council thanked PCTV for this major feat.

3. Presentation on California Lineage Based Reparations and the California Reparations Commission Recommendation

Mayor Sasai reported he had been informed by staff the presentation would be deferred to a future meeting.

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 June 3, 2025.

B. Receive the May 31, 2025 – June 13, 2025, List of Warrants in the Amount of $,1,450,114.06 and the June 6, 2025 Payroll in the Amount of $532,924.45.

C. FY 2025/26 Final Proposed Operating and Capital Budget. **Action: Adopt Resolution per Staff Recommendation (Markisha Guillory)**

D. FY 2025/26 Appropriations Limit. **Action: Adopt Resolution per Staff Recommendation (Markisha Guillory)**

E. Adoption of Growth Management Plan (GMP) Checklist and Authorization for Submission to CCTA. **Action: Adopt Resolution per Staff Recommendation (David Hanham)**

F. Approve an Amendment to the Employment Agreement for the City Clerk. **Action: Approve an Amendment to the Employment Agreement for the City Clerk (Stacy Shell)**

G. Adopt an Ordinance Renewing AB481 Military Use Equipment. **Action: Waive the Second Reading and Adopt an Ordinance Approving the Renewal of the City's Military Equipment Use Policy. (Melissa Klawuhn, Jeremy Crone)**

H. Adopt an Ordinance Designating Fire Hazard Severity Zone Map in Pinole. **Action: Waive the Second Reading and Adopt an Ordinance per Staff Recommendation (David Hanham)**

I. Amended Reserve Policy. **Action: Adopt a Resolution per Staff Recommendation (Markisha Guillory)**

J. Approval of Fiscal Year 2025/26 Capital Budget and Five-Year Capital Improvement Plan. **Action: Adopt Resolution per Staff Recommendation (Heba El-Guindy)**

K. Amend Consulting Services Agreement between the City and GHD, Inc. for the Development of an Active Transportation Plan – Project IN2106. **Action: Adopt Resolution per Staff Recommendation (Heba El-Guindy)**

L. Approve Memorial Installations in Dedication of Robert Walker. **Action: Adopt Resolution per Staff Recommendation (Fiona Epps)**

PUBLIC COMMENTS OPENED

Ana Avila, representing her fellow colleagues, referenced Item 9L and asked the City Council to approve the memorial installations and dedication for Robert Walker Jr. which was important to the members of the Corporation Yard to see the legacy left by Mr. Walker Jr.

Rafael Menis provided the following comments on the Consent Calendar:

- Item 9A, Page 92 of 738 of the agenda packet, revise the first sentence of the third paragraph to read: *Rafael Menis, thanked Ms. Wilks for her written comments which introduced him to Zolly v. City of Oakland 2022, where he found commentary from legal firm Best Best & Krieger LLP (BBK) discussing the case.*

- Item 9C, noted there were still a blank bullet point under the heading, Capital Improvement Plan (CIP) Projects, as shown on Page 271 of 738 of the agenda packet and blank bullet points on Page 272 of 738, under the headings of Baseline Work (Including Staff-Initiated Special Projects) and Capital Improvement Plan (CIP) Projects/Annual Programs, and asked if anything was missing or were they typographical errors. Regardless, they need to be addressed since this was the final version of the budget to be adopted.

  Also for Item 9C, on Page 330 of 738 of the agenda packet, the General Fund for library services had shown the same overall proposed budget for FY 2025/26 as it does for FY 2024/25. The library would be shut down for maintenance improvements for part of FY 2025/26 but it was possible it could be for FY 2026/27. He asked if an adjustment to the amount the City paid Contra Costa County would be required during the period of time when the library was closed.

- Item 9E, Page 397 of 738 of the agenda packet, 6. Five-Year Capital Improvement Program, stated *the last CIP approval was June 3, 2025 with Resolution 25-.* Assumed this would be updated to read June 17, 2025 with the relevant resolution when and if the City Council decided to adopt the CIP. If an error, it should be changed before the item was approved.

- Item 9J, Page 438 of 738 of the agenda packet, Project #SS2407, Private Sewer Lateral Program, noted the timing of the program overlapped with the City's Peer Program with regards to energy efficiency rebates. Described how he recently encountered an issue where in order to get the rebate, one needs to apply and go through a process by June 30, 2025. As part of that process, one must pass a City required sewer lateral inspection; however, the revolving fund from the City to help with repairs for the sewer lateral would not be live before July 1, 2025, creating a Catch-22. He asked for clarification and stated he was asking in his private capacity.

Maria Alegria, referenced Item 9C, as it related to the Police Department budget and asked whether there were plans for providing enhanced security on trails to ensure community safety. She also asked for examples of the vision for the expanded police drone program. For Item 9J, she asked about Project #RO2505 Safe Routes to Schools, noted the funding identified and commented this was a community priority that would provide a sense of safety for increased walking and cycling. She asked why trails had not been included in the project since they encouraged walking and cycling. She pointed out as part of the 2024 Parks Master Plan, the community prioritized paths, lanes, trails and the waterfront at Bay Front Park for improvements. She asked the City Council whether there were any plans for providing more safety on City trails.

As to Project #RO2402, Sidewalk Rehabilitation Program, Ms. Alegria asked for more information on the program, as to when it would start, who would be eligible and whether it involved a grant program. In addition, Project #RO2401, Road Maintenance Repairs, asked which streets had been prioritized and reported Wright and Doidge Avenues have been crumbling over the past ten years, trees were not being maintained and utilities were digging up the streets. For Project #RO1710 San Pablo Avenue Bridge over BNSF Railroad, she asked how much Caltrans had committed to the project. She understood that BNSF announced its capital investment plan at $3.8 billion and she asked whether there was any way the City of Pinole could get a piece of those funds to help with the project.

PUBLIC COMMENTS CLOSED

City Manager Young responded to some of the public comments. In terms of the peer funding as part of Project #SS2407, Private Sewer Lateral Program, she clarified it would roll forward and be made available after June 30, 2025. As to security on City trails, that was a big priority for the City. That issue would be brought back to the City Council with recommendations on how to improve or what could be looked at and she had discussions with the Police Chief regarding those pieces. There were additional questions from the public and she asked that they be provided in writing to allow staff to respond.

Council member Murphy asked that Item 9I be pulled from the Consent Calendar to be voted on separately. He was not in favor of the item and had communicated with the City Manager about a possible retreat or Special Workshop Session he would like to consider as a future meeting.

Council member Toms asked that Item 9C be pulled for discussion.

Council member Martinez-Rubin requested Item 9A be pulled for discussion.

Mayor Sasai asked that Item 9G be pulled for a separate vote.

For Item 9A, Council member Martinez-Rubin referenced Page 97 of 738 of the agenda packet, and asked that the second to last sentence of the last paragraph be revised, to read:

> *She* [Council member Martinez-Rubin] *noted the City had tried that in a different state policy committee she sat on, other cities had discussed that and there were no means currently to incur charges.*

For item 9C, Council member Toms explained she had pulled the item since she continued to have concerns about the City Council Travel and Training Budget. She offered a motion, seconded by Council member Martinez-Rubin that the City Council Travel and Training Budget go back to its previous number of $4,500 per Council member.

ACTION: Motion by Council members Toms/Martinez-Rubin for Item 9C, the City Council Travel and Training Budget to go back to its previous number of $4,500 per Council member.

Vote:	**Failed**	**2-3**
	Ayes:	**Toms, Martinez-Rubin**
	Noes:	**Sasai, Tave, Murphy**
	Abstain:	**None**
	Absent:	**None**

For Item 9I, Council member Murphy realized it was tied to the budget and reported he had a great conversation with the City Manager and learned more about staff's approach, but based on the conversation from the prior City Council meeting and a review of the budget, he suggested there was a lot of uncertainty nationally and locally, with opportunities where the City could dig deeper into the budget, particularly with the City's Investment Strategy and some of the City Council Priorities established at the recent City Council Retreat.

Council member Murphy also suggested it would do the City Council justice to review the adopted Long-Term Financial Plan (LTFP) strategy. He was aware the City had a pending deadline of June 30, 2025 to approve and adopt a balanced budget, and was okay with being the lone vote, but wanted to reiterate the need and a request to staff to agendize a comprehensive presentation and consideration of a Special Meeting on the City's Investment Strategies and the City Council Priorities and LTFP Strategy, which would help to evaluate more implications of reducing the General Fund Reserve from 50 to 25 percent. That would allow a better and more robust context of broader fiscal objectives. He was thinking about capital safety improvements and public infrastructure and long-term obligations, but was unsure they had the time this budget cycle to do that, but it seemed they were jumping ship to this investment strategy around the $2.5 million use of the fund, when the City Council had not yet received the investment strategy. While he understood a report was expected to be provided soon to explain how the $2.5 million would be used, he asked that Item 9I be voted on separately.

Finance Director Markisha Guillory clarified the plan for the $25 million funding was to go into the Other Post-Employee Benefits (OPEB) Trust with no separate investment strategy they were setting for that, it was just adding the other OPEB Trust to the current Section 115 Trust, where they fund a portion of the pension contributions to the City. That would be managed in the same way by a public agency, Public Agency Retirement Services (PARS), and managed the same way in terms of the investment strategy.

Council member Murphy reported the City Manager had expressed to him during his meeting with her a bit about what the City Council would be offered soon in terms of information. He asked for an update.

City Manager Young clarified she had let Council member Murphy know about some of the potential options of how they could invest funds into the OPEB strategy. She also wanted to discuss the option of bringing forward a larger financial discussion and a workshop for the City Council to discuss both the budget, this particular investment strategy and answer questions. Also, to have the opportunity to provide that information to both the City Council and the public, to be able to discuss the budget, financial strategies and potential revenue sources, as part of a larger discussion and include how the funds would be typically invested and what that looked like.

Council member Murphy asked when a workshop or Special Meeting could be agendized, and City Manager Young advised that still needed to be discussed internally. She suggested by the end of September at the latest staff could come forward with a workshop.

Council member Murphy suggested a motion was not needed with that commitment from staff. He again asked that Item 9I be voted on separately.

As to Item 9G, Mayor Sasai respectfully stated he was in opposition to the item. His stance on the item had not changed in the past three years and he suggested in recent times it was abundantly clear why military use equipment was not appropriate for use by City governments. He asked that Item 9G be voted on separately.

Council member Toms requested a separate vote on Item 9C as well.

ACTION: Motion by Council member Toms/Mayor Pro Tem Tave to adopt Item 9A, subject to the changes provided by Council member Martinez-Rubin and Rafael Menis and Items 9B,9D, 9E, 9F, 9H, 9J, 9K and 9L, as shown.

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

ACTION: Motion by Mayor Pro Tem Tave/Council member Murphy to approve Item 9C, as shown.

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

ACTION: Motion by Council member Toms/Mayor Pro Tem Tave to approve Item 9G, as shown.

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

ACTION: Motion by Council member Toms/Mayor Pro Tem Tave to approve Item 9I, as shown.

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

10. PUBLIC HEARINGS

A. FY 2024/25 Utility User's Tax Review. **Action: Adopt Resolution per Staff Recommendation (Markisha Guillory)**

Finance Director Guillory provided a PowerPoint presentation for the annual review of the FY 2024/25 Utility User's Tax (UUT) which included an overview of the background of the purpose of the public hearing as outlined in the June 17, 2025 staff report; annual review process during the budget process to include the summary amounts realized and resolution to approve changes to household income levels for UUT exemptions.

The 10-year history of the UUT collections from FY 2015/16 through FY 2024/25; gas and electricity UUT collections over the past 10-years; Telecommunications UUT collections over the past 10-years and UUT exemption guidelines and recommended changes to income exemption thresholds were all highlighted.

Finance Director Guillory asked the City Council to adopt a resolution modifying the household income eligibility thresholds for exemptions from the Utility Users' Tax for FY 2025/26.

Responding to questions from the City Council, Finance Director Guillory clarified:

- Staff had budgeted conservatively and moving forward for FY 2025/26, included a four percent growth rate, to be reviewed mid-year for possible adjustment. (Murphy)

PUBLIC HEARING OPENED

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

PUBLIC HEARING CLOSED

ACTION: Motion by Council members Toms/Murphy to adopt a resolution modifying the household income eligibility thresholds for exemptions from the Utility Users' Tax for FY 2025/26.

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

B. Community Services Department FY 2025/26 Master Fee Schedule. **Action: Adopt Resolution per Staff Recommendation (Andrea Dwyer)**

Mayor Sasai reported there was no staff report for the item since staff asked that the item be continued to the July 1, 2025 City Council meeting.

PUBLIC HEARING OPENED

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

PUBLIC HEARING CLOSED

ACTION: Motion by Mayor Pro Tem Tave/Council member Murphy to continue the public hearing for the Community Services Department FY 2025/26 Master Fee Schedule to the regular City Council meeting of July 1, 2025.

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

11. OLD BUSINESS: None

12. NEW BUSINESS: None

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

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

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

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

14. ADJOURNMENT to the Regular Meeting of July 1, 2025 in Remembrance of Amber Swartz and Vera Rowsey.

At 10:36 p.m., Mayor Sasai adjourned the meeting to a Regular City Council Meeting on July 1, 2025 in Remembrance of Amber Swartz and Vera Rowsey.

Submitted by:

____

Heather Bell, CMC
City Clerk
Approved by City Council:

WARRANT LISTING

By Vendor Name

City of Pinole, CA

Payment Dates 6/14/2025 - 6/27/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 4LE00 - 4LEAF, INC.					
J0605-25D	107561	06/20/2025	212-462-42101	PROFESSIONAL SERVICES APRIL 2025 PLAN REVIEW	2,357.06
				Vendor 4LE00 - 4LEAF, INC. Total:	**2,357.06**
Vendor: 2699 - AAA BUSINESS SUPPLIES & INTERIORS					
2436562-0	107623	06/27/2025	500-641-42201	OFFICE SUPPLIES WPCP	671.47
				Vendor 2699 - AAA BUSINESS SUPPLIES & INTERIORS Total:	**671.47**
Vendor: 1554 - ADVANCED SYSTEMS GROUP, LLC					
23238	107562	06/20/2025	505-119-47105	HYPER DECK STUDIO MICRO CONVERTER PCTV	2,339.17
				Vendor 1554 - ADVANCED SYSTEMS GROUP, LLC Total:	**2,339.17**
Vendor: 2063 - ALLIANT INSURANCE SERVICES, INC.					
2722299	107563	06/20/2025	100-116-42101	CONSULTING SERVICES JUNE 2025	2,083.37
				Vendor 2063 - ALLIANT INSURANCE SERVICES, INC. Total:	**2,083.37**
Vendor: 3038 - ANASTACIA ELOPRE					
06092025	107564	06/20/2025	209-20308	SECURITY DEPOSIT REFUND RENTAL 6-7-25 PSC	845.00
				Vendor 3038 - ANASTACIA ELOPRE Total:	**845.00**
Vendor: 3041 - ANDREA DWYER					
06162025	107565	06/20/2025	209-551-42515	REIMBURSEMENT FOR EVENT ON SOCIAL MEDIA INSTAGRAM	28.51
				Vendor 3041 - ANDREA DWYER Total:	**28.51**
Vendor: ARM04 - ARMOR LOCKSMITH SERVICES					
105893	107566	06/20/2025	209-552-44306	3 CAM LOCK FOR TOILET SEAT COVERS PSC	49.58
13	107624	06/27/2025	100-343-44306	KEYS DUPLICATE	42.92
				Vendor ARM04 - ARMOR LOCKSMITH SERVICES Total:	**92.50**
Vendor: ATT01 - AT&T					
000023595231	107625	06/27/2025	525-118-43106	MIS PHONE	1,103.55
000023598828	107625	06/27/2025	525-118-43101	PUBLIC WORKS PHONE	311.45
000023598829	107625	06/27/2025	525-118-43101	ADMINISTRATION PHONE	87.18
000023598830	107625	06/27/2025	525-118-43101	RECREATION DPT PHONE	861.64
000023598831	107625	06/27/2025	525-118-43101	CDD PHONE	29.03
				Vendor ATT01 - AT&T Total:	**2,392.85**
Vendor: 2976 - AUTUMN PRESS, INC.					
847335-1	107567	06/20/2025	100-465-42202	WEED ABATEMENT POSTCARDS	4,954.29
				Vendor 2976 - AUTUMN PRESS, INC. Total:	**4,954.29**
Vendor: BAY34 - BAY AREA NEWS GROUP- EAST BAY					
0001446394	107568	06/20/2025	100-112-42514	CLASSIFIED ADS	169.75
0001446394	107568	06/20/2025	100-112-42514	CLASSIFIED ADS	114.46
0001446394	107568	06/20/2025	212-461-42514	CLASSIFIED ADS	266.75
0001446394	107568	06/20/2025	212-461-42514	CLASSIFIED ADS	266.75
				Vendor BAY34 - BAY AREA NEWS GROUP- EAST BAY Total:	**817.71**
Vendor: 2835 - BENEFIT COORDINATORS CORPORATION					
16845	107626	06/27/2025	100-110-41007	LIFE INSURACE BENEFITS	4.59
16845	107626	06/27/2025	100-110-41007	LIFE INSURACE BENEFITS	1.52
16845	107626	06/27/2025	100-111-41007	LIFE INSURACE BENEFITS	66.54
16845	107626	06/27/2025	100-111-41007	LIFE INSURACE BENEFITS	22.02
16845	107626	06/27/2025	100-111-41008	LIFE INSURACE BENEFITS	23.70
16845	107626	06/27/2025	100-112-41007	LIFE INSURACE BENEFITS	16.68

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
16845	107626	06/27/2025	100-112-41007	LIFE INSURACE BENEFITS	50.41
16845	107626	06/27/2025	100-112-41008	LIFE INSURACE BENEFITS	23.70
16845	107626	06/27/2025	100-113-41007	LIFE INSURACE BENEFITS	0.41
16845	107626	06/27/2025	100-113-41007	LIFE INSURACE BENEFITS	0.14
16845	107626	06/27/2025	100-115-41007	LIFE INSURACE BENEFITS	19.31
16845	107626	06/27/2025	100-115-41007	LIFE INSURACE BENEFITS	58.36
16845	107626	06/27/2025	100-116-41007	LIFE INSURACE BENEFITS	55.26
16845	107626	06/27/2025	100-116-41007	LIFE INSURACE BENEFITS	18.29
16845	107626	06/27/2025	100-221-41007	LIFE INSURACE BENEFITS	408.84
16845	107626	06/27/2025	100-221-41007	LIFE INSURACE BENEFITS	135.28
16845	107626	06/27/2025	100-222-41007	LIFE INSURACE BENEFITS	53.91
16845	107626	06/27/2025	100-222-41007	LIFE INSURACE BENEFITS	17.84
16845	107626	06/27/2025	100-222-41008	LIFE INSURACE BENEFITS	91.88
16845	107626	06/27/2025	100-223-41007	LIFE INSURACE BENEFITS	46.43
16845	107626	06/27/2025	100-223-41007	LIFE INSURACE BENEFITS	140.32
16845	107626	06/27/2025	100-341-41007	LIFE INSURACE BENEFITS	26.88
16845	107626	06/27/2025	100-341-41007	LIFE INSURACE BENEFITS	81.22
16845	107626	06/27/2025	100-341-41008	LIFE INSURACE BENEFITS	92.94
16845	107626	06/27/2025	100-342-41007	LIFE INSURACE BENEFITS	14.64
16845	107626	06/27/2025	100-342-41007	LIFE INSURACE BENEFITS	4.85
16845	107626	06/27/2025	100-342-41008	LIFE INSURACE BENEFITS	23.70
16845	107626	06/27/2025	100-343-41007	LIFE INSURACE BENEFITS	28.07
16845	107626	06/27/2025	100-343-41007	LIFE INSURACE BENEFITS	84.83
16845	107626	06/27/2025	100-343-41008	LIFE INSURACE BENEFITS	133.45
16845	107626	06/27/2025	100-465-41007	LIFE INSURACE BENEFITS	12.57
16845	107626	06/27/2025	100-465-41007	LIFE INSURACE BENEFITS	4.16
16845	107626	06/27/2025	100-465-41008	LIFE INSURACE BENEFITS	23.70
16845	107626	06/27/2025	105-221-41007	LIFE INSURACE BENEFITS	5.48
16845	107626	06/27/2025	105-221-41007	LIFE INSURACE BENEFITS	16.55
16845	107626	06/27/2025	209-551-41007	LIFE INSURACE BENEFITS	16.75
16845	107626	06/27/2025	209-551-41007	LIFE INSURACE BENEFITS	50.61
16845	107626	06/27/2025	209-551-41008	LIFE INSURACE BENEFITS	21.78
16845	107626	06/27/2025	209-552-41007	LIFE INSURACE BENEFITS	16.08
16845	107626	06/27/2025	209-552-41007	LIFE INSURACE BENEFITS	5.32
16845	107626	06/27/2025	209-552-41008	LIFE INSURACE BENEFITS	38.66
16845	107626	06/27/2025	209-553-41007	LIFE INSURACE BENEFITS	7.41
16845	107626	06/27/2025	209-553-41007	LIFE INSURACE BENEFITS	2.45
16845	107626	06/27/2025	209-553-41008	LIFE INSURACE BENEFITS	17.93
16845	107626	06/27/2025	212-461-41007	LIFE INSURACE BENEFITS	17.43
16845	107626	06/27/2025	212-461-41007	LIFE INSURACE BENEFITS	52.67
16845	107626	06/27/2025	212-462-41007	LIFE INSURACE BENEFITS	15.78
16845	107626	06/27/2025	212-462-41007	LIFE INSURACE BENEFITS	47.69
16845	107626	06/27/2025	212-462-41008	LIFE INSURACE BENEFITS	47.40
16845	107626	06/27/2025	500-641-41007	LIFE INSURACE BENEFITS	59.37
16845	107626	06/27/2025	500-641-41007	LIFE INSURACE BENEFITS	179.44
16845	107626	06/27/2025	500-641-41008	LIFE INSURACE BENEFITS	237.00
16845	107626	06/27/2025	500-642-41007	LIFE INSURACE BENEFITS	26.59
16845	107626	06/27/2025	500-642-41007	LIFE INSURACE BENEFITS	8.80
16845	107626	06/27/2025	500-642-41008	LIFE INSURACE BENEFITS	47.40
16845	107626	06/27/2025	505-119-41007	LIFE INSURACE BENEFITS	26.75
16845	107626	06/27/2025	505-119-41007	LIFE INSURACE BENEFITS	8.85
16845	107626	06/27/2025	505-119-41008	LIFE INSURACE BENEFITS	47.37
16845	107626	06/27/2025	998-20107	LIFE INSURACE BENEFITS	13.00
16845	107626	06/27/2025	998-20107	LIFE INSURACE BENEFITS	6.30
16845	107626	06/27/2025	998-20107	LIFE INSURACE BENEFITS	156.00
16845	107626	06/27/2025	998-20118	LIFE INSURACE BENEFITS	510.00
			Vendor 2835 - BENEFIT COORDINATORS CORPORATION Total:		**3,493.30**
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
7018356	107569	06/20/2025	209-552-43804	FOOD PROGRAM PSC	705.48
7018357	107569	06/20/2025	209-552-42108	FOOD PROGRAM PSC	666.92

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
7018358	107569	06/20/2025	209-552-42515	FOOD PROGRAM PSC	778.63
7018359	107569	06/20/2025	209-552-42515	FOOD PROGRAM PSC	115.11
7018568	107569	06/20/2025	209-552-43804	FOOD PROGRAM PSC	-191.73
7022768	107627	06/27/2025	209-552-43804	FOOD PROGRAM PSC	872.65
7022769	107627	06/27/2025	209-552-43804	FOOD PROGRAM PSC	95.46
7025005	107627	06/27/2025	209-552-43804	FOOD PROGRAM PSC	-80.97
7025801	107627	06/27/2025	209-552-42515	FOOD PROGRAM PSC	181.77
				Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:	**3,143.32**
Vendor: BOR02 - BORGES & MAHONEY CO.					
146041	107570	06/20/2025	500-641-44303	IODATE CONCENTRATE WPCP	143.17
				Vendor BOR02 - BORGES & MAHONEY CO. Total:	**143.17**
Vendor: STA14 - CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION					
TF500705	107571	06/20/2025	100-111-42101	TAX IMPLEMENTATION	3,100.71
				Vendor STA14 - CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION Total:	**3,100.71**
Vendor: PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM					
100000017937443	107573	06/20/2025	100-117-41004	UNFUNDED ACCRUED LIAB PLAN 674 JUNE 2025	133,129.58
100000017937455	107573	06/20/2025	100-117-41004	UNFUNDED ACCRUED LIAB PALN 675	172,035.42
100000017937463	107573	06/20/2025	100-231-41004	UNFUNDED ACCRUED LIAB PLAN 25716 JUNE 2025	299.33
100000017937472	107572	06/20/2025	100-117-41004	UNFUNDED ACCRUED LIAB PLAN 25717 JUNE 2025	1,165.08
100000017937482	107573	06/20/2025	100-117-41004	UNFUNDED ACCRUED LIAB PLAN 27205 JUNE 2025	858.58
				Vendor PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM Total:	**307,487.99**
Vendor: CAL01 - CALTEST ANALYTICAL LAB					
731035	107628	06/27/2025	500-641-44305	CHEMICALS FOR LAB WPCP	631.75
				Vendor CAL01 - CALTEST ANALYTICAL LAB Total:	**631.75**
Vendor: 2830 - CANVA US, INC.					
INV28105	107629	06/27/2025	525-118-42510	CANVA SUBSCRIPTION 042225-042126	1,100.00
				Vendor 2830 - CANVA US, INC. Total:	**1,100.00**
Vendor: 3049 - CARMEN LOPEZ					
06232025	107630	06/27/2025	209-20308	SECURITY DEPOSTI REFUND 061425 RENTAL	845.00
				Vendor 3049 - CARMEN LOPEZ Total:	**845.00**
Vendor: CCP03 - CCP DIRECT					
IN05200577	107631	06/27/2025	500-642-44410	GREEN PANTS AND JACKETS	394.29
				Vendor CCP03 - CCP DIRECT Total:	**394.29**
Vendor: 3046 - CELIA JOYCE DE MELLO LAM					
06172025	107632	06/27/2025	212-462-34215	REFUND RENTAL INSPECTION R23-10902	387.00
				Vendor 3046 - CELIA JOYCE DE MELLO LAM Total:	**387.00**
Vendor: 3043 - CHAYNE ZAVISZA-HOLLIS					
06172025	107633	06/27/2025	100-116-42110	LIVE SCAN REIMBURSEMENT	61.00
				Vendor 3043 - CHAYNE ZAVISZA-HOLLIS Total:	**61.00**
Vendor: 2869 - CHEMTEX					
28399	107574	06/20/2025	500-641-42107	WATER TREATMENT SERVICE WPCP	700.00
28537	107574	06/20/2025	500-641-42107	WATER TREATMENT SERVICE WPCP	350.00
				Vendor 2869 - CHEMTEX Total:	**1,050.00**
Vendor: CHR01 - CHRIST THE LORD EPISCOPAL CHURCH					
06172025	107634	06/27/2025	209-20308	REFUND DEPOSTI PSC MTG 03202020	40.00
				Vendor CHR01 - CHRIST THE LORD EPISCOPAL CHURCH Total:	**40.00**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: CIT08 - CITY MECHANICAL, INC					
115301	107575	06/20/2025	100-222-42108	HVAC PLUBIC SAFETY BLDG.	5,825.72
115584	107575	06/20/2025	209-553-42108	HVAC TINY TOTS	362.01
115585	107575	06/20/2025	209-554-42108	HVAC PYC	3,736.25
				Vendor CIT08 - CITY MECHANICAL, INC Total:	**9,923.98**
Vendor: 1234 - COASTLAND CIVIL ENGINEERING, INC.					
61999	107576	06/20/2025	500-642-47201	PINON TRUNK SEWER CAPACITY SERVICE MAY 2025	44,462.50
				Vendor 1234 - COASTLAND CIVIL ENGINEERING, INC. Total:	**44,462.50**
Vendor: COL02 - COLE-PARMER INSTRUMENT CO					
4011928	107635	06/27/2025	500-641-44305	LAB SUPPLIES WPCP	218.66
				Vendor COL02 - COLE-PARMER INSTRUMENT CO Total:	**218.66**
Vendor: COM20 - COMCAST					
0050875-05182025	107577	06/20/2025	525-118-43105	CITY HALL CABLE	29.76
0413784-05182025	107577	06/20/2025	525-118-43106	TINY TOT INTERNET	181.44
0419492-06022025	107577	06/20/2025	525-118-43106	SWIM CENTER INTERNET	221.35
				Vendor COM20 - COMCAST Total:	**432.55**
Vendor: CON56 - CONCENTRA MEDICAL CENTERS					
86946777	107578	06/20/2025	100-116-42101	RANDOM TEST PERSONNEL	115.00
				Vendor CON56 - CONCENTRA MEDICAL CENTERS Total:	**115.00**
Vendor: CON26 - CONTRA COSTA HEALTH SERVICES					
IN0315180	107579	06/20/2025	500-641-44304	HAZMAT CUPA PERMIT WPCP	2,677.00
				Vendor CON26 - CONTRA COSTA HEALTH SERVICES Total:	**2,677.00**
Vendor: 3051 - COOL THE EARTH					
264	107636	06/27/2025	212-461-38402	ATTENDED CLASSIC CAR SHOW INFORMATION EVS EV INCEN	1,500.00
				Vendor 3051 - COOL THE EARTH Total:	**1,500.00**
Vendor: 1539 - CORE PSYCHOLOGICAL CORPORATION					
8285	107637	06/27/2025	100-221-42101	PEPS RQ PD PROFESSIONAL SERVICES	500.00
				Vendor 1539 - CORE PSYCHOLOGICAL CORPORATION Total:	**500.00**
Vendor: 1445 - CORTEZ TIRES AND AUTO REPAIR					
28780	107638	06/27/2025	100-221-42107	OIL CHANGE UNIT #839	70.00
				Vendor 1445 - CORTEZ TIRES AND AUTO REPAIR Total:	**70.00**
Vendor: 2696 - CRANETECH, INC.					
53606	107580	06/20/2025	500-641-42107	PERFORMED ANNUAL CRANE INSPECTION WPCP	1,336.55
				Vendor 2696 - CRANETECH, INC. Total:	**1,336.55**
Vendor: CRE04 - CREATIVE SUPPORTS, INC					
32822	107581	06/20/2025	212-462-42107	BLACK CLOUD RUNNER ANTI FATIGUE MAT	689.39
32876	107581	06/20/2025	212-462-42107	PARAMOUNT CROSS PERFROMANCE CHAIR	622.57
				Vendor CRE04 - CREATIVE SUPPORTS, INC Total:	**1,311.96**
Vendor: 2424 - CROCKETT AWARD & TROPHY SERVICES					
8297475	107639	06/27/2025	100-111-42201	NAME PLATE FOR HR CUBICLE	19.63
				Vendor 2424 - CROCKETT AWARD & TROPHY SERVICES Total:	**19.63**
Vendor: 3047 - DC FROST ASSOCIATES, INC.					
44610	107640	06/27/2025	500-641-44306	FLOVE NATURAL GASLINE REGULATOR WPCP	529.53
				Vendor 3047 - DC FROST ASSOCIATES, INC. Total:	**529.53**
Vendor: DEL43 - DELTA BLUEGRASS COMPANY					
205236	107582	06/20/2025	276-343-47201	TOP DRESSING SOCCER FIELD	16,900.00
				Vendor DEL43 - DELTA BLUEGRASS COMPANY Total:	**16,900.00**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 3004 - DIANA GALINDO					
06162025	107641	06/27/2025	100-221-42302	MILEAGE REIMBURSEMENT FOR PD ACADEMY	392.00
				Vendor 3004 - DIANA GALINDO Total:	**392.00**
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
86590762	107642	06/27/2025	100-10601	GASOLINE UNL CORP YARD	2,418.54
86609133	107642	06/27/2025	100-10601	GASOLINE UNL CORP YARD	2,997.24
				Vendor 1443 - DIESEL DIRECT WEST, INC. Total:	**5,415.78**
Vendor: EBM01 - EBMUD					
43163	107583	06/20/2025	500-642-42101	CONSUMPTION DAT...	328.80
532364-06162025	107643	06/27/2025	100-345-43102	1267 ADOBE RD-HAZEL DOWNER-THORNTON PICNIC GROVE	366.28
532606-06162025	107643	06/27/2025	100-345-43102	1270 ADOBE RD-CARETAKER'S SHED FOR PINOLE PARK	70.96
534462-06132025	107643	06/27/2025	100-345-43102	3450 SAVAGE AVE-IRRIGATION USE ONLY	70.96
554181-06162025	107643	06/27/2025	100-231-43102	3790 PINOLE VALLEY RD-FIRE STATION	185.26
554182-06162025	107643	06/27/2025	100-231-43102	3790 PINOLE VALLEY RD-FIRE STATION	368.42
				Vendor EBM01 - EBMUD Total:	**1,390.68**
Vendor: 2950 - ENVIRONMENTAL INNOVATIONS, INC.					
3080	107584	06/20/2025	106-466-42101	OUTREACH TECHNICAL ASSISTANCE	2,800.00
				Vendor 2950 - ENVIRONMENTAL INNOVATIONS, INC. Total:	**2,800.00**
Vendor: 3045 - ET SIGN AND CAR WRAP					
4261	107644	06/27/2025	100-343-42107	LOGO VINYL CITY SEALL INSTALLATION TO CIT...	4,300.15
				Vendor 3045 - ET SIGN AND CAR WRAP Total:	**4,300.15**
Vendor: 2853 - EVERON, LLC					
158877284	107585	06/20/2025	209-552-42108	MONITORING ALARM PSC	158.85
				Vendor 2853 - EVERON, LLC Total:	**158.85**
Vendor: FAS02 - FASTENAL					
CASA180324	107586	06/20/2025	500-641-44306	BUNA ORING SUPPLIES WPCP	6.22
				Vendor FAS02 - FASTENAL Total:	**6.22**
Vendor: 2948 - FEDERAL REALTY OP LP					
1018172	107645	06/27/2025	201-343-42513	RENTAL SPACES AT PINOLE VISTA CROSSING JUNE 2025	100.00
				Vendor 2948 - FEDERAL REALTY OP LP Total:	**100.00**
Vendor: FED01 - FEDEX					
8-885-03944	107587	06/20/2025	100-222-42201	SHIPPING TO RPD EVIDENCE	8.01
				Vendor FED01 - FEDEX Total:	**8.01**
Vendor: 3011 - FRANK A OLSEN COMPANY, LLC					
256140	107588	06/20/2025	500-641-42108	DEZ CDD SERVICES WPCP	3,816.69
				Vendor 3011 - FRANK A OLSEN COMPANY, LLC Total:	**3,816.69**
Vendor: 2457 - GEOLINKS					
BD0246254	107589	06/20/2025	525-118-43101	CLEAR FIBER DIA WPCP	499.00
				Vendor 2457 - GEOLINKS Total:	**499.00**
Vendor: GLO08 - GLOBALSTAR					
000000091423206	107590	06/20/2025	525-118-43101	TELECOMMUNICATIONS DATA SEARCH	135.05
				Vendor GLO08 - GLOBALSTAR Total:	**135.05**
Vendor: 2439 - GOVINVEST INC.					
2024-5555	107591	06/20/2025	525-118-42510	ANNUAL SUBSCRIPTION FEE 06302024 - 06292027	12,000.00
				Vendor 2439 - GOVINVEST INC. Total:	**12,000.00**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: GRA03 - GRAINGER					
9536608558	107646	06/27/2025	100-343-44306	PAINT MARKER DRIVERBITSET	30.15
9536996714	107646	06/27/2025	100-343-42107	SUPPLIES TO REPAIR RESTROOMS	715.12
				Vendor GRA03 - GRAINGER Total:	**745.27**
Vendor: 2280 - HERCULES TREE SERVICELANDSCAPE CONSTRUCTION					
5969	107592	06/20/2025	106-345-47201	TREES SHRUBS REMOVAL	2,750.00
				Vendor 2280 - HERCULES TREE SERVICELANDSCAPE CONSTRUCTION Total:	**2,750.00**
Vendor: 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES					
SIN050828	107593	06/20/2025	106-115-42101	TRANSACTION TAX APRIL-JUNE 2025	300.00
SIN051034	107647	06/27/2025	100-115-42101	SALES TAX APRIL - JUNE 2025	1,773.64
				Vendor 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:	**2,073.64**
Vendor: 3039 - HOWARD KONG					
06092025	107594	06/20/2025	100-000-31510	REFUND BL AND INSPECTION R23-09774	126.00
06092025	107594	06/20/2025	212-462-34215	REFUND BL AND INSPECTION R23-09774	387.00
				Vendor 3039 - HOWARD KONG Total:	**513.00**
Vendor: IED02 - IEDA, INC.					
24974	107595	06/20/2025	100-116-42101	LABOR RELATIONS FEES JUNE 2025	2,609.92
				Vendor IED02 - IEDA, INC. Total:	**2,609.92**
Vendor: 3050 - IT'S YOGA KIDS LLC					
COPX251	107648	06/27/2025	209-554-42101	YOGA CLASSES FOR CHILDREN	450.00
				Vendor 3050 - IT'S YOGA KIDS LLC Total:	**450.00**
Vendor: JWE01 - J. W. ENTERPRISES - NORTH					
266797	107596	06/20/2025	209-551-42515	PORTABLE TOILET RENTAL	584.51
				Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:	**584.51**
Vendor: 1285 - JACKSON LEWIS P.C.					
8797499	107597	06/20/2025	100-116-42102	INVESTIGATION MATTER PERSONNEL	71.00
				Vendor 1285 - JACKSON LEWIS P.C. Total:	**71.00**
Vendor: 2977 - JOSE A. VARGAS					
06232025	107649	06/27/2025	209-20012	SECURITY SERVICES PSC RENTAL 06282025	1,280.00
06232025-1	107649	06/27/2025	209-20012	SECURITY SERVICES PYC 06282025	160.00
06232025-2	107649	06/27/2025	209-20012	SECURITY SERVICES PSC RENTAL 07052025	840.00
				Vendor 2977 - JOSE A. VARGAS Total:	**2,280.00**
Vendor: 3053 - JOSE LUIS GRAY					
06152025	107650	06/27/2025	100-221-42302	MILEAGE REIMBURSEMENT FOR ACADEMY PD	330.96
				Vendor 3053 - JOSE LUIS GRAY Total:	**330.96**
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000034130	107651	06/27/2025	500-641-44302	SLUDGE REMOVAL WPCP	5,083.71
				Vendor KEL09 - KELLER CANYON LANDFILL Total:	**5,083.71**
Vendor: KIM01 - KIMBALL MIDWEST					
103367433	107598	06/20/2025	500-641-44306	WIPES AND CUT RESISTANT GLOVE LAB SUPPLIES WPCP	190.17
				Vendor KIM01 - KIMBALL MIDWEST Total:	**190.17**
Vendor: KNO03 - KNORR SYSTEMS,INC.					
272256	107599	06/20/2025	209-557-42108	BULK SODIUM MURIATIC ACID SWIM CENTER	2,769.53
				Vendor KNO03 - KNORR SYSTEMS,INC. Total:	**2,769.53**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: LAN15 - LANGUAGE LINE SERVICES					
11622314	107652	06/27/2025	100-223-42101	OVER THE PHONE INTERPRETATION PD	35.72
				Vendor LAN15 - LANGUAGE LINE SERVICES Total:	**35.72**
Vendor: LEX03 - LEXIPOL, LLC					
INVLEX11254232	107653	06/27/2025	100-221-42510	ANNUAL LAW ENFOR POLICY MANAUAL SOFTWARE	10,211.83
				Vendor LEX03 - LEXIPOL, LLC Total:	**10,211.83**
Vendor: 2989 - MAGIC BUBBLES AND BALLOONS					
2506171	107654	06/27/2025	209-551-42515	ENTERTAINMENT VENDOR FOR 4TH OF JULY	700.00
				Vendor 2989 - MAGIC BUBBLES AND BALLOONS Total:	**700.00**
Vendor: MAN01 - MANNA FOODS, INC.					
1042623	107655	06/27/2025	209-552-43804	FOOD PROGRAM MEAT PSC	369.46
				Vendor MAN01 - MANNA FOODS, INC. Total:	**369.46**
Vendor: 2427 - MARK GRAHAM					
25-39	107600	06/20/2025	100-221-42101	POLYGRAPH EXAMINATIONS PD	1,225.00
				Vendor 2427 - MARK GRAHAM Total:	**1,225.00**
Vendor: MCM05 - MCMASTER-CARR SUPPLY C0.					
46820673	107656	06/27/2025	500-641-44306	RADIAL SHAFT SEAL WPCP	42.91
				Vendor MCM05 - MCMASTER-CARR SUPPLY C0. Total:	**42.91**
Vendor: MUN07 - MUNICIPAL POOLING AUTH.					
INV004516	107657	06/27/2025	100-221-46201	UNMET LIABILITY DEDUCTIBLE 0525	2,906.95
INV004535	107657	06/27/2025	100-341-42508	UNMET LIABILITY DEDUCTIBLE 2025ADJ	25,000.00
				Vendor MUN07 - MUNICIPAL POOLING AUTH. Total:	**27,906.95**
Vendor: 2466 - MUNICIPAL RESOURCE GROUP, LLC.					
250552	107601	06/20/2025	100-111-42101	CITY MANAGER 2025 EVAL	12,900.00
				Vendor 2466 - MUNICIPAL RESOURCE GROUP, LLC. Total:	**12,900.00**
Vendor: 2882 - MURGREEN ENVIRONMENTAL COMPANY					
183762	107602	06/20/2025	500-642-47207	FERNANDEZ PARK SEWER LATERAL UPGRADE	71,224.17
				Vendor 2882 - MURGREEN ENVIRONMENTAL COMPANY Total:	**71,224.17**
Vendor: 3052 - NHA ADVISORS LLC					
01661	107658	06/27/2025	100-111-42101	PENSION PROGRAM REVIEW WORKSHOP	7,500.00
				Vendor 3052 - NHA ADVISORS LLC Total:	**7,500.00**
Vendor: 2896 - NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSILTANTS					
304397	107659	06/27/2025	500-642-47201	PROFESSIONAL SERVICES MAY 30 2025	5,801.75
				Vendor 2896 - NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSILTANTS Total:	**5,801.75**
Vendor: 3042 - ONENESS WELNESS CENTER					
06162025	107603	06/20/2025	100-000-31510	REFUND OVERPAYMENT FOR BL23-10932	66.00
06162025	107603	06/20/2025	100-231-34215	REFUND OVERPAYMENT FOR BL23-10932	158.00
				Vendor 3042 - ONENESS WELNESS CENTER Total:	**224.00**
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
100401976713	107660	06/27/2025	100-343-42108	MAINTENANCE JULY 2025	133.68
100401976747	107660	06/27/2025	100-222-42108	SAFETY BLDG. MAINTENANCE JULY 2025	133.41
633842	107604	06/20/2025	209-554-42108	PYC MAINTENANCE ELVEATOR JUNE 2025	197.08
				Vendor OTI01 - OTIS ELEVATOR COMPANY Total:	**464.17**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2183 - PAC MACHINE COMPANY, INC.					
97959	107661	06/27/2025	500-641-42107	GODWIN CD150M PRIME DIESEL WPCP	2,071.37
				Vendor 2183 - PAC MACHINE COMPANY, INC. Total:	**2,071.37**
Vendor: 2630 - PET FOOD EXPRESS, LLC					
14-2506PN	107605	06/20/2025	100-221-42514	FOOD FOR MILO PD	71.93
				Vendor 2630 - PET FOOD EXPRESS, LLC Total:	**71.93**
Vendor: PGE01 - PG&E					
0498-06092025	107662	06/27/2025	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	1,406.97
0813-06122025	107662	06/27/2025	200-342-43103	2149 1/2 APPIAN WAY TRAFFIC SIGNAL	85.05
0883-06102025	107662	06/27/2025	100-222-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	835.92
0883-06102025	107662	06/27/2025	100-223-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	167.18
0883-06102025	107662	06/27/2025	100-231-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	668.74
0887-05302025	107662	06/27/2025	200-342-43103	PINON AVE & SAN PABLO AVE TRAFFIC SIGNAL	144.00
2182-05302025	107662	06/27/2025	200-342-43103	OAKRIDGE/SAN PABLO AVE TRAFFIC SIGNAL	91.90
3029-06102025	107662	06/27/2025	100-345-43103	1270 ADOBE RD @ OUTSIDE BATHROOMS	98.40
3834-06042025	107662	06/27/2025	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	78.71
4368-06122025	107662	06/27/2025	200-342-43103	APPIAN WAY & TARA HILLS TRAFFIC SIGNAL	187.36
6043-06092025	107662	06/27/2025	100-231-43103	3790 PINOLE VALLEY RD	20.13
7509-06122025	107662	06/27/2025	200-342-43103	TARA HILLS DR 500 FT APPIAN WAY TRAFFIC SIGNAL	85.44
8716-06102025	107662	06/27/2025	500-641-43103	SEWAGE PLNT-FT OF TENNENT	3,064.48
9900-06120205	107662	06/27/2025	200-342-43103	2303 GRANADA CT TRAFFIC CONTROL SERVICE	173.15
				Vendor PGE01 - PG&E Total:	**7,107.43**
Vendor: 3040 - PRAJWOL BHANDARI					
06122025	107606	06/20/2025	100-111-42514	COFFE AND DONUTS FOR COFFEE WITH CITY MANAGER	40.70
				Vendor 3040 - PRAJWOL BHANDARI Total:	**40.70**
Vendor: 1009 - PRECISION IT CONSULTING					
15294	107607	06/20/2025	525-118-42101	PRECISION 360 ONSITE TECHNICIAN SERVICES	27,909.00
15295	107607	06/20/2025	525-118-42510	OFFICE 365 MAY 2025 MICROSOFT, VISIO, OFFICE 365	3,522.92
15296	107607	06/20/2025	525-118-42105	THIRD PARTY SERVICES CISCO DUO ESSENTIALS	1,950.00
15301	107607	06/20/2025	525-118-42101	WORKSTATION IMPLEMENTATION NEW HIRE LAPTOP PSC	500.00
15302	107607	06/20/2025	525-118-42101	SET UP SURFACE PRO FOR CHIEF	300.00
				Vendor 1009 - PRECISION IT CONSULTING Total:	**34,181.92**
Vendor: 2388 - PRESTIGE PRINTING AND GRAPHICS					
102610	107608	06/20/2025	100-221-42201	BUSINESS CARDS CHIEF KLAWUHN AND SEABORN	158.04
102612	107608	06/20/2025	100-222-42201	VALDEPENA BUSINESS CARDS	79.02
102901	107663	06/27/2025	100-111-42201	BUSINESS CARDS FOR FIONA EPPS	98.15
				Vendor 2388 - PRESTIGE PRINTING AND GRAPHICS Total:	**335.21**
Vendor: 2783 - READYFRESH					
05F6708041107	107609	06/20/2025	100-222-42201	WATER FOR PD	201.87

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
05F6708050237	107664	06/27/2025	100-111-42201	WATER FOR CH	45.34
05F8720332206	107664	06/27/2025	100-343-44306	WATER FOR CORP YARD	155.88
45D6708050237	107609	06/20/2025	100-111-42201	WATER FOR CH	93.91
55D6708050237	107609	06/20/2025	100-111-42201	WATER FOR CH	93.91
				Vendor 2783 - READYFRESH Total:	**590.91**
Vendor: 2817 - REDWOOD PUBLIC LAW, LLP					
14384	107610	06/20/2025	100-20011	APPIAN VILLAGE	336.00
14385	107610	06/20/2025	100-20011	CITY ATTORNEY SERVICES	28,016.27
14386	107610	06/20/2025	100-20011	CITY COUNCIL MEETINGS	3,654.00
14387	107610	06/20/2025	100-20011	CITY CLER GENERAL SERVICES	30.50
14388	107610	06/20/2025	100-20011	GENERAL SERVICES CODE ENFORCEMENT	3,127.00
14389	107610	06/20/2025	100-20011	GENERAL SERVICES COMMUNITY DEVELOPMENT	3,721.00
14390	107610	06/20/2025	100-20011	GENERAL SERVICES LABOR AND EMPLOYMENT	4,654.50
14391	107610	06/20/2025	100-20011	GENERAL SERVICES PUBLIC WORKS	2,298.00
14392	107610	06/20/2025	100-20011	PCB LITIGATION	697.00
14393	107610	06/20/2025	100-20011	PINOLE PD SINGH COMPLAINT	340.50
14394	107610	06/20/2025	100-20011	PUBLIC RECORDS ACT	3,795.50
14395	107610	06/20/2025	100-20011	RISK MANAGEMENT	1,380.00
14396	107610	06/20/2025	100-20011	SUCCESSOR AGENCY	379.50
14397	107610	06/20/2025	100-20011	VISTA WOODS PROJECT	937.00
				Vendor 2817 - REDWOOD PUBLIC LAW, LLP Total:	**53,366.77**
Vendor: 2646 - ROADSAFE TRAFFIC SYSTEMS, INC.					
241887	107665	06/27/2025	200-342-42514	WHITE HI ALUMINUM DIGITAL SIGN	252.43
241894	107665	06/27/2025	200-342-42514	WATER BASE BLUE CA SPEC PAINT	145.42
241895	107665	06/27/2025	200-342-42514	WATER BASE RED CA SPEC PAINT	356.69
242456	107665	06/27/2025	200-342-42514	CARDBOARD SIGN	439.00
				Vendor 2646 - ROADSAFE TRAFFIC SYSTEMS, INC. Total:	**1,193.54**
Vendor: 2442 - SELECTRON TECHNOLOGIES, INC.					
5471	107611	06/20/2025	525-118-42101	RELAY OUTBOUND ANNUAL FEE	4,000.00
				Vendor 2442 - SELECTRON TECHNOLOGIES, INC. Total:	**4,000.00**
Vendor: 1714 - SHERRI D. LEWIS					
CC022PINOLE-FY2024/25	107666	06/27/2025	100-112-42101	PREPARE MINUTE CC MTG 05202025	1,275.00
CC023PINOLE-FY2024/25	107666	06/27/2025	100-112-42101	PREPARE MINUTES CC MTG 06172025	600.00
PC010PINOLE-FY2024/25	107666	06/27/2025	212-461-42514	PREPARE MINUTES FOR PC MEETING 06092025	525.00
PC09PINOLE-FY2024/25	107612	06/20/2025	212-461-42514	PLANNING COMMISSION MEETING 042825	787.50
				Vendor 1714 - SHERRI D. LEWIS Total:	**3,187.50**
Vendor: 2632 - SHIPLEY POOL SERVICE					
12501	107613	06/20/2025	209-557-42101	MONTHLY POOL SERVICE APRIL 2025	3,545.73
				Vendor 2632 - SHIPLEY POOL SERVICE Total:	**3,545.73**
Vendor: 2657 - SHRED CITY, LLC					
23977061625	107667	06/27/2025	100-112-42101	DOCUMENT DESTRUCTION CH	125.00
23979061625	107667	06/27/2025	100-221-42101	DOCUMENT DESTRUCTION SERVICE PD	200.00
				Vendor 2657 - SHRED CITY, LLC Total:	**325.00**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: SIE09 - SIERRA TRUCK AND VAN, INC.					
350609006	107668	06/27/2025	100-343-42107	INSTALL DECKED UNIT	2,290.85
			Vendor SIE09 - SIERRA TRUCK AND VAN, INC. Total:		**2,290.85**
Vendor: STA42 - STAPLES BUSINESS CREDIT					
MAY 2025	107614	06/20/2025	100-111-42201	OFFICE SUPPLIES CITYWIDE	105.80
MAY 2025	107614	06/20/2025	100-111-42201	OFFICE SUPPLIES CITYWIDE	71.59
MAY 2025	107614	06/20/2025	100-111-42201	OFFICE SUPPLIES CITYWIDE	33.74
MAY 2025	107614	06/20/2025	100-111-42201	OFFICE SUPPLIES CITYWIDE	28.98
MAY 2025	107614	06/20/2025	100-112-42201	OFFICE SUPPLIES CITYWIDE	10.70
MAY 2025	107614	06/20/2025	100-115-42201	OFFICE SUPPLIES CITYWIDE	68.42
MAY 2025	107614	06/20/2025	100-116-42201	OFFICE SUPPLIES CITYWIDE	56.49
MAY 2025	107614	06/20/2025	100-222-42201	OFFICE SUPPLIES CITYWIDE	72.48
MAY 2025	107614	06/20/2025	100-222-42201	OFFICE SUPPLIES CITYWIDE	482.24
MAY 2025	107614	06/20/2025	100-222-42201	OFFICE SUPPLIES CITYWIDE	410.75
MAY 2025	107614	06/20/2025	100-341-42201	OFFICE SUPPLIES CITYWIDE	51.21
MAY 2025	107614	06/20/2025	100-465-42201	OFFICE SUPPLIES CITYWIDE	51.18
MAY 2025	107614	06/20/2025	209-553-42514	OFFICE SUPPLIES CITYWIDE	110.99
MAY 2025	107614	06/20/2025	212-461-42201	OFFICE SUPPLIES CITYWIDE	51.21
MAY 2025	107614	06/20/2025	212-462-42201	OFFICE SUPPLIES CITYWIDE	51.21
MAY 2025	107614	06/20/2025	212-462-47107	OFFICE SUPPLIES CITYWIDE	45.30
			Vendor STA42 - STAPLES BUSINESS CREDIT Total:		**1,702.29**
Vendor: STA25 - STATE WATER RESOURCES CONTROL BOARD					
C-06-7856-110-06162025	107615	06/20/2025	500-644-48101	REVOLVING FUND PAYMENT CONTRACT D1501036	714,623.68
C-06-7856-110-06162025	107615	06/20/2025	500-644-48102	REVOLVING FUND PAYMENT CONTRACT D1501036	374,560.25
			Vendor STA25 - STATE WATER RESOURCES CONTROL BOARD Total:		**1,089,183.93**
Vendor: STE20 - STERICYCLE, INC.					
1000829232	107616	06/20/2025	100-221-42101	MEDICAL WASTE PD	69.61
			Vendor STE20 - STERICYCLE, INC. Total:		**69.61**
Vendor: 2296 - SWENSONS MOBILE FLEET REPAIR					
INV-3041	107617	06/20/2025	500-641-42107	CHASSIS TRUCK CHECK WPCP	155.00
INV-3047	107617	06/20/2025	500-641-42107	TRUCK CHECK WPCP	155.00
INV-3123	107669	06/27/2025	207-344-42107	CLEAN TRUCK CHECK	1,664.15
			Vendor 2296 - SWENSONS MOBILE FLEET REPAIR Total:		**1,974.15**
Vendor: TRA01 - TRANS BAY INSURANCE					
INV00005662	107618	06/20/2025	100-111-42506	PUBLIC EMPLOYEES DISHONESTY BOND	221.25
			Vendor TRA01 - TRANS BAY INSURANCE Total:		**221.25**
Vendor: 2668 - UBEO BUSINESS SERVICES					
4907214	107619	06/20/2025	525-118-42107	SERVICE CONTRACT CITYWIDE COPIERS	68.07
			Vendor 2668 - UBEO BUSINESS SERVICES Total:		**68.07**
Vendor: USP02 - UNITED STATES POSTAL SVC					
663938323	107670	06/27/2025	209-552-43809	POSTAGE FOR JULY NEWSLETTER PSC	275.59
			Vendor USP02 - UNITED STATES POSTAL SVC Total:		**275.59**
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
20045	107671	06/27/2025	100-222-42108	JANITORIAL SUPPLIES PD	232.69
20046	107671	06/27/2025	100-343-42108	JANITORIAL SUPPLIES CH	275.87
20144	107671	06/27/2025	100-343-42108	JANITORIAL SUPPLIES CY	481.83
536438	107620	06/20/2025	100-222-42108	JANITORIAL SERVICE MAY 2025 PUBLIC SAFETY BLDG.	2,768.00
536439	107620	06/20/2025	209-557-42108	JANITORIAL SERVICES MAY 2025 SWIM CENTER	2,229.00
			Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:		**5,987.39**

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 3048 - VALVIA JEFFERSON					
06232025	107672	06/27/2025	209-20308	SECURTIY DEPOSIT REFUND PSC RENTAL 06212025	563.00
				Vendor 3048 - VALVIA JEFFERSON Total:	**563.00**
Vendor: 2064 - VELODYNE					
000009745	107673	06/27/2025	500-641-42107	PROGRAM INSTALLATION WPCP	185.21
				Vendor 2064 - VELODYNE Total:	**185.21**
Vendor: VER02 - VERIZON WIRELESS					
6113580246	107621	06/20/2025	100-222-47106	CITYWIDE CELL PHONES AND PD EQUIPMENT 3 NEW IPHON	4,581.10
6113580246	107621	06/20/2025	525-118-43101	CITYWIDE CELL PHONES AND PD EQUIPMENT 3 NEW IPHON	5,431.88
				Vendor VER02 - VERIZON WIRELESS Total:	**10,012.98**
Vendor: 3044 - VICTOR GARCIA					
06172025	107674	06/27/2025	100-116-42110	REIMBURSEMENT FOR LIVE SCAN SERVICES	35.00
				Vendor 3044 - VICTOR GARCIA Total:	**35.00**
Vendor: 2697 - WEST YOST & ASSOCIATES, INC.					
2063093	107622	06/20/2025	106-344-42101	STORM DRAIN MASTER PLAN CONSULTING	17,900.85
				Vendor 2697 - WEST YOST & ASSOCIATES, INC. Total:	**17,900.85**
				Grand Total:	**1,849,025.10**

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	475,717.83
105 - Measure S -2006	22.03
106 - MEASURE S-2014	23,750.85
200 - Gas Tax Fund	1,960.44
201 - Restricted Real Estate Maintenance Fund	100.00
207 - NPDES Storm Water Fund	1,664.15
209 - Recreation Fund	23,460.40
212 - Building & Planning	8,117.71
276 - Growth Impact Fund	16,900.00
500 - Sewer Enterprise Fund	1,233,982.93
505 - Cable Access TV	2,422.14
525 - Information Systems	60,241.32
998 - Payroll Clearing	685.30
Grand Total:	**1,849,025.10**

Account Summary

Account Number	Account Name	Payment Amount
100-000-31510	Other Tax/Business Lice...	192.00
100-10601	Gas Tanks/Corp Yard	5,415.78
100-110-41007	Emp Benefits/Life-ADD	6.11
100-111-41007	Emp Benefits/Life-ADD	88.56
100-111-41008	Emp Benefits/Long Term...	23.70
100-111-42101	Prof Svcs/Professional Se..	23,500.71
100-111-42201	Office Expense	591.05
100-111-42506	Admin Exp/Bonds	221.25
100-111-42514	Admin Exp/Special Depa...	40.70
100-112-41007	Emp Benefits/Life-ADD	67.09
100-112-41008	Emp Benefits/Long Term...	23.70
100-112-42101	Prof Svcs/Professional Se..	2,000.00
100-112-42201	Office Expense	10.70
100-112-42514	Admin Exp/Special Depa...	284.21
100-113-41007	Emp Benefits/Life-ADD	0.55
100-115-41007	Emp Benefits/Life-ADD	77.67
100-115-42101	Prof Svcs/Professional Se..	1,773.64
100-115-42201	Office Expense	68.42
100-116-41007	Emp Benefits/Life-ADD	73.55
100-116-42101	Prof Svcs/Professional Se..	4,808.29
100-116-42102	Prof Svcs/Attorney Servi...	71.00
100-116-42110	Prof Svcs/Fingerprinting	96.00
100-116-42201	Office Expense	56.49
100-117-41004	Emp Benefits/PERS Retir...	307,188.66
100-20011	Accounts Payable/Miscel...	53,366.77
100-221-41007	Emp Benefits/Life-ADD	544.12
100-221-42101	Prof Svcs/Professional Se..	1,994.61
100-221-42107	Prof Svcs/Equipment Ma...	70.00
100-221-42201	Office Expense	158.04
100-221-42302	Travel & Training/Milea...	722.96
100-221-42510	Admin Exp/Software Pur...	10,211.83
100-221-42514	Admin Exp/Special Depa...	71.93
100-221-46201	Insurance/General Liabili...	2,906.95
100-222-41007	Emp Benefits/Life-ADD	71.75
100-222-41008	Emp Benefits/Long Term...	91.88
100-222-42108	Prof Svcs/Building-Struc...	8,959.82
100-222-42201	Office Expense	1,254.37
100-222-43103	Utilities/Electricity & Po...	835.92
100-222-47106	FF&E/Computer Equipm...	4,581.10
100-223-41007	Emp Benefits/Life-ADD	186.75

Account Summary

Account Number	Account Name	Payment Amount
100-223-42101	Prof Svcs/Professional Se..	35.72
100-223-43103	Utilities/Electricity & Po...	167.18
100-231-34215	Fees/Inspection Fee	158.00
100-231-41004	Emp Benefits/PERS Retir...	299.33
100-231-43102	Utilities/Water	553.68
100-231-43103	Utilities/Electricity & Po...	2,174.55
100-341-41007	Emp Benefits/Life-ADD	108.10
100-341-41008	Emp Benefits/Long Term...	92.94
100-341-42201	Office Expense	51.21
100-341-42508	Admin Exp/Settlement	25,000.00
100-342-41007	Emp Benefits/Life-ADD	19.49
100-342-41008	Emp Benefits/Long Term...	23.70
100-343-41007	Emp Benefits/Life-ADD	112.90
100-343-41008	Emp Benefits/Long Term...	133.45
100-343-42107	Prof Svcs/Equipment Ma...	7,306.12
100-343-42108	Prof Svcs/Building-Struc...	891.38
100-343-44306	Other Materials Supp/M...	228.95
100-345-43102	Utilities/Water	508.20
100-345-43103	Utilities/Electricity & Po...	98.40
100-465-41007	Emp Benefits/Life-ADD	16.73
100-465-41008	Emp Benefits/Long Term...	23.70
100-465-42201	Office Expense	51.18
100-465-42202	Office Exp/Printing & Bi...	4,954.29
105-221-41007	Emp Benefits/Life-ADD	22.03
106-115-42101	Prof Svcs/Professional Se..	300.00
106-344-42101	Prof Svcs/Professional Se..	17,900.85
106-345-47201	Improvements/Building	2,750.00
106-466-42101	Prof Svcs/Professional Se..	2,800.00
200-342-42514	Admin Exp/Special Depa...	1,193.54
200-342-43103	Utilities/Electricity & Po...	766.90
201-343-42513	Admin Exp/Rent	100.00
207-344-42107	Prof Svcs/Equipment Ma...	1,664.15
209-20012	Accounts Payable/Contr...	2,280.00
209-20308	Deposits Payable/Recrea...	2,293.00
209-551-41007	Emp Benefits/Life-ADD	67.36
209-551-41008	Emp Benefits/Long Term...	21.78
209-551-42515	Admin Exp/Special Events	1,313.02
209-552-41007	Emp Benefits/Life-ADD	21.40
209-552-41008	Emp Benefits/Long Term...	38.66
209-552-42108	Prof Svcs/Building-Struc...	825.77
209-552-42515	Admin Exp/Special Events	1,075.51
209-552-43804	Program Cost/Food Prog...	1,770.35
209-552-43809	Program Cost/Newsletter	275.59
209-552-44306	Other Materials Supp/M...	49.58
209-553-41007	Emp Benefits/Life-ADD	9.86
209-553-41008	Emp Benefits/Long Term...	17.93
209-553-42108	Prof Svcs/Building-Struc...	362.01
209-553-42514	Admin Exp/Special Depa...	110.99
209-554-42101	Prof Svcs/Professional Se..	450.00
209-554-42108	Prof Svcs/Building-Struc...	3,933.33
209-557-42101	Prof Svcs/Professional Se..	3,545.73
209-557-42108	Prof Svcs/Building-Struc...	4,998.53
212-461-38402	Other Rev/Contributions...	1,500.00
212-461-41007	Emp Benefits/Life-ADD	70.10
212-461-42201	Office Expense	51.21
212-461-42514	Admin Exp/Special Depa...	1,846.00
212-462-34215	Fees/Inspection Fee	774.00
212-462-41007	Emp Benefits/Life-ADD	63.47

Account Summary

Account Number	Account Name	Payment Amount
212-462-41008	Emp Benefits/Long Term...	47.40
212-462-42101	Prof Svcs/Professional Se..	2,357.06
212-462-42107	Prof Svcs/Equipment Ma...	1,311.96
212-462-42201	Office Expense	51.21
212-462-47107	FF&E/Furniture & Applia...	45.30
276-343-47201	Improvements/Building	16,900.00
500-641-41007	Emp Benefits/Life-ADD	238.81
500-641-41008	Emp Benefits/Long Term...	237.00
500-641-42107	Prof Svcs/Equipment Ma...	4,953.13
500-641-42108	Prof Svcs/Building-Struc...	3,816.69
500-641-42201	Office Expense	671.47
500-641-43103	Utilities/Electricity & Po...	3,064.48
500-641-44302	Other Materials Supp/Sl...	5,083.71
500-641-44303	Other Materials Supp/C...	143.17
500-641-44304	Other Materials Supp/Pe...	2,677.00
500-641-44305	Other Materials Supp/La...	850.41
500-641-44306	Other Materials Supp/M...	768.83
500-642-41007	Emp Benefits/Life-ADD	35.39
500-642-41008	Emp Benefits/Long Term...	47.40
500-642-42101	Prof Svcs/Professional Se..	328.80
500-642-44410	Safety Clothing	394.29
500-642-47201	Improvements/Building	50,264.25
500-642-47207	Improvements/Sewer Li...	71,224.17
500-644-48101	Debt Principal	714,623.68
500-644-48102	Debt Interest	374,560.25
505-119-41007	Emp Benefits/Life-ADD	35.60
505-119-41008	Emp Benefits/Long Term...	47.37
505-119-47105	FF&E/Equipment (not-c...	2,339.17
525-118-42101	Prof Svcs/Professional Se..	32,709.00
525-118-42105	Prof Svcs/Network Main...	1,950.00
525-118-42107	Prof Svcs/Equipment Ma...	68.07
525-118-42510	Admin Exp/Software Pur...	16,622.92
525-118-43101	Utilities/Telephone	7,355.23
525-118-43105	Utilities/Cable	29.76
525-118-43106	Utilities/Internet	1,506.34
998-20107	Sal & Ben Payable/Life In...	175.30
998-20118	Sal & Ben Payable / LTD ...	510.00
	Grand Total:	**1,849,025.10**

Project Account Summary

Project Account Key		Payment Amount
None		1,798,760.85
50064247201SS2401		50,264.25
	Grand Total:	**1,849,025.10**

Approved: [signature]

Date: 6/25/2025

CITY COUNCIL REPORT

9.C.

DATE: JULY 1, 2025

TO: MAYOR AND COUNCIL MEMBERS

FROM: Lilly Whalen, Community Development Director, 510-724-9832, lwhalen@pinole.gov
Kapil Amin, Sustainability Project Manager, N/A, kamin@pinole.gov

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND THE CONTRACT WITH CONTRA COSTA COUNTY TO CONTINUE ADMINISTRATION OF THE PINOLE ENERGY ENHANCEMENT REBATE PROGRAM (PEER) THROUGH ADDITIONAL FUNDING FROM THE CALIFORNIA ENERGY COMMISSION (CEC) LOCAL GOVERNMENT BUILDING DECARBONIZATION CHALLENGE

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution (Attachment A), authorizing the City Manager to execute an amendment to the interagency agreement with Contra Costa County (Attachment B) to continue administration of the Pinole Energy Enhancement Rebate (PEER) Program using California Energy Commission (CEC) grant funding.

BACKGROUND

The interagency agreement between Contra Costa County and the City of Pinole (Attachment C) for administration of the Pinole Energy Enhancement Rebate (PEER) Program was approved by the City Council on December 12, 2023, with a total funding allocation of $250,000. The agreement is set to expire on June 30, 2025. The PEER Program officially launched in January 2024 as a pilot effort to support local decarbonization through targeted rebates for energy-efficiency upgrades.

PEER offers stackable incentives for both single-family and multifamily properties to help offset the upfront costs of energy-efficiency improvements, including duct sealing and replacement, attic and wall insulation, heat pump HVAC systems, heat pump water heaters, electrical panel upgrades, and other eligible measures.

As detailed in the most recent progress report (Attachment D), the program has to date supported 28 single-family households and delivered 35 individual energy-efficiency upgrades. Approximately $110,000 has been issued in rebates, with an additional $60,000 expended for program administration and marketing. Current remaining reserves include approximately $30,000 available for single-family rebates and $50,000 for multifamily rebates.

REVIEW AND ANALYSIS

In January 2025, the City executed a grant agreement with the California Energy Commission (CEC) following a successful application to the Local Government Building Decarbonization Challenge. The total award was $700,000. A portion of the grant—$115,000 for rebates and $35,000 for administrative costs—was allocated to replenish and extend the PEER Program in alignment with the goals outlined in the City's 2024 Climate Action and Adaptation Plan (CAAP), particularly the CAAP's building decarbonization objectives.

To support continued administration of the PEER Program, the amended contract (Attachment B) includes a Service Plan Addendum that increases the total payment limit by $150,000—raising it from $250,000 to $400,000—and extends the term of the Interagency Agreement through April 30, 2027. In addition, a new Exhibit C has been incorporated to update the list of active programs and incentives eligible to be layered with PEER rebates, ensuring greater flexibility and alignment with evolving energy-efficiency offerings.

FISCAL IMPACT

There is no fiscal impact associated with adoption of this resolution (Attachment A), as the contract amendment to continue the PEER Program is fully funded by the California Energy Commission grant award.

ATTACHMENTS

A. Resolution
B. Contract Amendment
C. Original Contract with County
D. Progress Report

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE INTERAGENCY AGREEMENT WITH CONTRA COSTA COUNTY FOR ADMINISTRATION OF THE PINOLE ENERGY ENHANCEMENT REBATE (PEER) PROGRAM USING CALIFORNIA ENERGY COMMISSION LOCAL GOVERNMENT BUILDING DECARBONIZATION CHALLENGE GRANT FUNDS

WHEREAS, in January 2024, the City of Pinole launched the Pinole Energy Enhancement Rebate (PEER) Program through an interagency agreement with Contra Costa County, which included $200,000 in rebates and $50,000 for program administration and marketing; and

WHEREAS, the current interagency agreement is set to expire on June 30, 2025; and

WHEREAS, the City has secured an additional $115,000 in rebate funding and $35,000 in administrative support through the California Energy Commission's Local Government Building Decarbonization Challenge grant program, supplementing existing PEER program reserves of approximately $80,000; and

WHEREAS, the proposed contract amendment would increase the total payment limit under the agreement from $250,000 to $400,000 and extend the term through April 30, 2027; and

WHEREAS, continuation of the PEER Program advances the goals outlined in the City's adopted Climate Action and Adaptation Plan (CAAP), particularly with respect to building decarbonization, and fulfills the scope of work required by the CEC grant;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pinole hereby authorizes the City Manager to execute the contract amendment with Contra Costa County, in substantially the form attached hereto as Exhibit A, and to take all actions necessary to implement the amended agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 1st day of July, 2025, 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 1st day of July, 2025.

____

Heather Bell, CMC

Contra Costa County
Standard Form L-9
Revised 2014

CONTRACT AMENDMENT/EXTENSION AGREEMENT
(Purchase of Services – Long Form)

Number: 50102
Fund/Org: 0285
Account:
Other:

1. **Identification of Contract to be Extended**.

   Number: 50102

   Effective Date: December 12, 2023

   Department: Conservation and Development

   Subject: Interagency Agreement between County of Contra Costa and City of Pinole for Enhanced Energy Efficiency/Electrification Pilot Program

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

   Contractor: City of Pinole

   Capacity: A public agency

   Address: 2131 Pear Street, Pinole, CA 94564

3. **Amendment Date**. The effective date of this Amendment/Extension Agreement is June 30, 2025.

4. **Amendment Specifications.** The Contract identified above is hereby amended as set forth in the "Amendment Specifications" attached hereto which are incorporated herein by reference.

5. **Extension of Term.** The termination date of the above described contract is hereby extended from June 30, 2025 to a new termination date of April 30, 2027 , unless sooner terminated as provided in said contract.

6. **Payment Limit Increase.** The payment limit of the above described Contract is hereby increased by $ 150,000, from $ 250,000 to a new total Contract Payment Limit of $ 400,000.

Contra Costa County
Standard Form L-9
Revised 2014

CONTRACT AMENDMENT/EXTENSION AGREEMENT
(Purchase of Services – Long Form)

Number: 50102
Fund/Org: 0285
Account:
Other:

7. **Signatures**. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By: ______________________ Chair/Designee	By: ______________________ Deputy

CONTRACTOR

Signature A Name of business entity: City of Pinole	Signature B Name of business entity: City of Pinole
By: ______________________ (Signature of individual or officer)	By: ______________________ (Signature of individual or officer)
______________________ (Print name and title A, if applicable)	______________________ (Print name and title B, if applicable.

Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

Contra Costa County
Standard Form L-2
Revised 2014.2

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services – Long Form)

Number: 50102

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On ____________________________ (Date),

before me, ____ (Name and Title of the Officer),

personally appeared, ____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

____
Signature of Notary Public

Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: ______________________________
Designee

FORM APPROVED BY COUNTY COUNSEL

By: ______________________________
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: ______________________________
Designee

Amendment Specifications

Through the Interagency Agreement between the County and the City of Pinole, the City of Pinole and the County wish to continue to have the County administer the City's Enhanced Energy Efficiency/Electrification Pilot Program ("Pilot Program") with additional funding for the Pilot Program through a California Energy Commission Local Government Building Decarbonization Challenge grant award. To allow the County to continue to implement the Pilot Program supported by the additional grant funding, the County and City agree to amend the Contract, as follows:

1. The Contract Service Plan is hereby amended by attaching the "Service Plan Addendum", attached hereto and incorporated herein by reference. All work by the County under this Contract that commences after June 30, 2025, shall be performed in accordance with the Service Plan Addendum. All work by the County through June 30, 2025 shall be in accordance with the original Service Plan.
2. The Contract Service Plan is further amended by adding Exhibit C, attached hereto and incorporated herein by reference. Exhibit C is referenced by the Service Plan Addendum. All work by the County under this Contract that commences after June 30, 2025, shall be in accordance with Exhibit C. All work by the County through June 30, 2025, shall be in accordance with Exhibit A.
3. Exhibit B is hereby replaced in its entirety by attaching a "Revised Exhibit B".

Except as otherwise expressly modified by this Contract Amendment/Extension Agreement the terms and conditions of the original Agreement, shall remain in full force and effect.

SERVICE PLAN ADDENDUM

I. Overview

The City of Pinole ("City") allocated Two-Hundred Fifty Thousand ($250,000) for weatherization and energy efficiency improvements for residential buildings in Pinole from the City's General Fund. The City entered into an agreement with the Contra Costa County Department of Conservation and Development ("County" or "Contractor") to implement an Enhanced Energy Efficiency/Electrification Pilot Program (Pilot Program) that leveraged the existing energy efficiency rebates offered through the County's existing partnership with the Bay Area Regional Energy Network (BayREN) and free energy efficiency measures provided by the County Weatherization Program. The original agreement was for the period of December 12, 2023 to June 30, 2025, for an amount not to exceed Two Hundred and Fifty-Thousand Dollars ($250,000).

The City received One Hundred and Fifty-Thousand Dollars ($150,000) in additional funding for the Pilot Program through the California Energy Commission's (CEC) Local Government Building Decarbonization Challenge grant program. The CEC's Local Government Building Decarbonization Challenge grant program is funded through a Federal grant from the Energy Efficiency and Conservation Block Grant Program. The County and City now wish to amend the contract by amending the original Service Plan with this "Service Plan Addendum," increasing the payment limit by $150,000 from $250,000 to a new total payment limit of $400,000, extending the term of the Interagency Agreement to April 30, 2027, and adding Exhibit C to reflect a change in active programs and incentives that would be eligible to be layered with the Pilot Program. All work by the County under this Contract that commences after June 30, 2025, shall be performed in accordance with this Service Plan Addendum and Exhibit C. All work by the County through June 30, 2025 shall be in accordance with the original Service Plan and Exhibit A.

II. Contractor Obligations

The Contractor ("County") shall perform the following tasks under direction of the City's Community Development Director, or designee ("City staff"):

A. Task 1: County Staff Administration of Enhanced Programs

1. Project Management. County will be responsible for coordinating with BayREN Program leads to obtain the necessary data required to pay for the additional rebates specified in Exhibit C, attached hereto. County shall complete the following subtasks required to support the execution of the program:
    a. Project data. Obtain all necessary project data from BayREN Program leads and Pilot Program applications to verify completion of work, including but not limited to the following:
        i. number of projects completed,
        ii. project status for each project,
        iii. project rebates issued by other programs, such as the Inflation Reduction Act (IRA), Self-Generation Incentive Program (SGIP), Technology and Equipment for Clean Heating (TECH Clean

California), or other similar incentive programs that may be instituted by the State, Pacific Gas and Electric (PG&E), or MCE.

b. Verify project eligibility. County will verify that the project is located within the incorporated City of Pinole. County will verify that the project complies with BayREN Program participation requirements if applicable. Requirements include, but are not limited to:
   i. Participation in BayREN Bay Area Multifamily Building Enhancements Program or MCE Multifamily Energy Savings Program for multifamily residential projects.

c. Document completion of projects. County shall maintain a record of projects completed through Pilot Program. County shall include, at a minimum, the following data for all projects:
   i. household data including project location and income (if applicable),
   ii. project status,
   iii. all rebates issued or in process by BayREN,
   iv. other program rebates issued or in process from State programs,
   v. rebate amount issued by County, as specified in Exhibit C, attached hereto,
   vi. total cost of project before and after all rebates were issued, and
   vii. energy savings and greenhouse gas emissions reductions data for each project.

d. Maximum incentives paid. Ensure no more than 100% of project cost is paid for by incentives. County will track other federal, state, or local incentives applied to individual projects participating in Pilot Program including, but not limited to, IRA, SGIP, and/or TECH Clean California incentives.

2. Rebate Payment Administration. County will be responsible for processing rebates costs. County will issue up to Three Hundred and Five Thousand Dollars ($305,000) for payment of rebates based on the incentive structure specified in Exhibit C, attached hereto.
   a. Where applicable, County will issue payment to property owner or other entity for verified services completed for qualified projects, as specified in Exhibit C, attached hereto.
   b. On the date the County determines a project in the City of Pinole qualifies for a rebate, County will issue check in a timely manner to property owner or other entity, as specified in Exhibit C, attached hereto.

3. Reporting. County shall provide project activity summary reports in a format acceptable to City staff on a quarterly basis beginning January 1, 2024 and a final report no later than 60 days after all incentive funding has been expended. Each report shall include the following information:
   a. number of individual single-family residences and multifamily units participating in Pilot Program,

b. location of each project,
c. income bracket of each household participating in Pilot Program,
d. number of projects in progress,
e. number of projects completed,
f. scope of work completed in each home, including project cost,
g. if requested by City staff, documentation of completed Scope of Work for each home,
h. amount of rebate dollars administered to each project, and
i. actual or projected amount of total incentive dollars across federal, state, and local programs issued for each project.

B. Task 2: Marketing and Outreach

1. The County shall develop and deploy one or more creative marketing and outreach activities throughout the incorporated City that effectively increases awareness of the Pilot Program. Prior to deploying any marketing and outreach activity, the County shall coordinate with City to submit, for their review and approval, a written plan that describes the County's proposed marketing and outreach activities. Marketing and outreach activities may include, but are not limited to:
    a. Sending one co-branded mailer or postcard notifying residents about the launch of the Pilot Program,
    b. Providing additional targeted marketing and outreach to identified disadvantaged areas of City,
    c. Providing City webpage content with information on how to participate in Pilot Program,
    d. Promoting Pilot Program through targeted digital marketing, or
    e. Providing marketing and outreach materials in different languages (Spanish, Cantonese, or Tagalog).

C. Changes to Program Incentive Structure

At any point during the agreement period, the City and County may work together to develop a new or modified incentive program. Both City staff and County must agree in writing to any proposed new or modified incentive program. If agreed upon in writing by both the City and County, the County may develop and deploy a new or modified incentive program. Prior to deploying any new or modified incentive program, the County shall submit to City staff for their review and approval a written plan with the revised incentive structure that describes the proposed incentive structure and process for implementing the new or modified incentive program. Any new proposed incentive program shall include a budget, schedule, and deliverables.

City staff and County may also agree to make changes to the incentive amounts listed for activities provided in Exhibit C where BayREN does not offer an incentive, such as roof repairs.

III. City Obligations

A. The City's total payments to the County for all services performed under this Contract shall not exceed Four Hundred Thousand Dollars ($400,000) as set forth in Section IV of this Contract, Payment Provisions. The Payment Provisions include the following payments for Tasks 1 and 2 described in this Section:
   1. Task 1: The City will pay the County Sixty-Five Thousand Dollars ($65,000), as described in Section IV.B.1.a., below. The City will pay the County Three Hundred and Five Thousand Dollars ($305,000) for the sole purpose of rebate payments as described in Section IV.B.1.b.
   2. Task 2: The City will pay the County Thirty Thousand Dollars ($30,000) for marketing and outreach, as further described in Section IV.B.2., below.

B. Dollar amounts allocated for each Task as described in Section III.A., above may be moved between Tasks if requested in writing by County and approved in writing by City staff.

IV. Payment Provisions

A. Within 30 days of the effective date of this Contract amendment, the City will pay an additional One Hundred and Fifty-Thousand Dollars ($150,000) to County to continue to operate and administer the Pilot Program. In the event the County does not utilize the entire Four Hundred Thousand Dollars ($400,000) funding amount, or upon written request of the City to end the Pilot Program, the County will return any remaining funds to the City within 30 days of the date the written request was made by the City. The additional $150,000 shall be allocated as described:
   1. $30,000 of the $150,000 will be paid by the City to the County for program administration.
   2. $5,000 of the $150,000 will be paid by the City to the County for marketing and outreach.
   3. $115,000 of the $150,000 will be paid by the City to the County for rebate payments.

B. **Documentation of County Expenses and Rebate Payments.** County shall provide City staff with adequate documentation for all expenses incurred under this Contract. All documentation shall provide sufficient detail to ensure activities and costs are clearly identified by task.
   1. **Task 1: County Staff Administration of Enhanced Programs:** Task 1 expenses include staff time costs and payment of rebates to eligible property owners or third party.

a. **Project Management.** County will be paid at an hourly rate for staff work completed under Task 1. Documentation of County expenses for Task 1 activities will include the job title and hourly rate of the individual performing program administration tasks according to the Rate Schedule, attached hereto as Exhibit B.

b. **Rebate Costs.** County will issue rebate checks to each eligible property owner or third party that participates in the Pilot Program, as specified in Exhibit C, attached hereto. The County may also choose to issue rebate payment to a third party. Documentation of County expenses and payments for Task 1 will include copies of rebate checks issued.

2. **Task 2: Marketing and Outreach**: County will be paid an hourly rate for staff work completed under Task 2. Documentation of County expenses for staff time work for Task 2 activities will include the job title and hourly rate of the individual performing program administration tasks according to the Rate Schedule, attached hereto as Exhibit B. Documentation of County expenses for any vendor or print and mail costs will also be included.

C. **Compliance with Federal Terms and Conditions**. County shall comply with any and all applicable Federal Provisions as follows for the CEC grant funding ($150,000) paid by the City to the County for the implementation of the Pilot Program:

1. All federal award terms and conditions in 2 CFR part 200 as amended by 2 CFR part 910 as set forth in 2 CFR 200.101.
2. All applicable Intellectual Property provisions and National Policy Assurances.
3. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3, shall require that Consultant comply with the Federal equal opportunity clause as provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. All prime construction contracts in excess of $2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. Additionally, Consultant shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part

by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. All contracts in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. All contracts and subgrants of amounts in excess of $150,000 shall require that Consultant comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Rate Schedule Revised Exhibit B

Description	Job Class	Final Step	CY 2022 Rate Based on HR2, with 5% COLA	CY 2023 with 5% COLA	CY 2024 with 5% COLA	CY 2025 WITH 8% (COLA AND STEP INCREASE)	CY 2026 WITH 8% (COLA AND STEP INCREASE)	CY 2027 WITH 8% (COLA AND STEP INCREASE)
Deputy Director - BI	4AD1	5	$ 346.78	$ 364.12	$ 382.32	$ 412.91	$ 445.94	$ 481.61
Fiscal Officer	APSA	11	$ 224.13	$ 235.34	$ 247.10	$ 283.55	$ 306.24	$ 330.74
Supervising Accountant	SAHJ	5	$ 223.20	$ 234.36	$ 246.08	$ 265.77	$ 287.03	$ 309.99
Accountant III	SATA	5	$ 199.03	$ 208.98	$ 219.43	$ 234.87	$ 253.66	$ 273.95
Acctng Tech	JD7A	7	$ 147.69	$ 155.07	$ 162.83	$ 173.93	$ 187.85	$ 202.87
Info Sys Programr	LPNB	5	$ 263.37	$ 276.54	$ 290.37	$ 311.85	$ 336.80	$ 363.74
Info Sys Mgr 1	LTNA	7	$ 289.00	$ 303.45	$ 318.62	$ 344.11	$ 371.64	$ 401.37
Info Sys Tech II	LTVB	5	$ 176.14	$ 184.95	$ 194.19	$ 207.62	$ 224.23	$ 242.17
Network Admin 1	LNSA	5	$ 209.97	$ 220.47	$ 231.49	$ 248.07	$ 267.91	$ 289.34
Admin Svcs Assist III	APTA	5	$ 105.09	$ 110.34	$ 115.86	$ 130.63	$ 141.08	$ 152.36
Secretary Advanced Level	J3TG	11	$ 152.22	$ 159.83	$ 167.82	$ 179.00	$ 193.32	$ 208.78
Secretary Journey Level	J3TF	14	$ 111.83	$ 117.42	$ 123.29	$ 133.15	$ 143.81	$ 155.31
Clerk Specialist	JWXD	7	$ 121.28	$ 127.34	$ 133.71	$ 168.38	$ 181.85	$ 196.40
Clerk Senior	JWXC	7	$ 127.37	$ 133.74	$ 140.43	$ 151.18	$ 163.27	$ 176.33
Clerk Experienced	JWXB	5	$ 113.63	$ 119.31	$ 125.28	$ 135.30	$ 146.13	$ 157.82
Redev/Housing Specialist	51SE	5	$ 128.86	$ 135.30	$ 142.07	$ 153.44	$ 165.71	$ 178.97
Lead Weatherization Specialist	9KT4	5	$ 73.22	$ 76.88	$ 80.73	$ 84.35	$ 91.10	$ 98.38
Weatherization Specialist	9KW7	3	$ 63.18	$ 66.34	$ 69.66	$ 74.26	$ 80.20	$ 86.62
Principal Structural Engineer	NCHA	5	$ 276.14	$ 289.95	$ 304.44	$ 344.12	$ 371.65	$ 401.38
Senior Structural Engineer	NCNA	3	$ 264.28	$ 277.49	$ 291.37	$ 330.49	$ 356.93	$ 385.48
Structural Engineer	NCSA	5	$ 209.61	$ 220.09	$ 231.10	$ 286.08	$ 308.97	$ 333.69
Senior Grading Inspector	NXTA	5	$ 210.50	$ 221.03	$ 232.08	$ 248.78	$ 268.68	$ 290.17
Grading Inspector I	NXWB	3	$ 162.76	$ 170.90	$ 179.44	$ 193.80	$ 209.30	$ 226.04
Supervisor Inspection Services	FADF	5	$ 250.20	$ 262.71	$ 275.85	$ 296.02	$ 319.70	$ 345.27
Principal Bldg Inspector	FAHE	5	$ 228.46	$ 239.88	$ 251.88	$ 269.95	$ 291.54	$ 314.87
Sr Bldg Inspector	FATE	3	$ 210.40	$ 220.92	$ 231.97	$ 248.64	$ 268.53	$ 290.01
Building Inspector II	FAVD	3	$ 183.12	$ 192.28	$ 201.89	$ 226.09	$ 244.17	$ 263.71
Principal Bldg Plan Checker	FRHA	7	$ 215.81	$ 226.60	$ 237.93	$ 256.96	$ 277.52	$ 299.72
Senior Bldg Plan Checker	FRTA	5	$ 171.56	$ 180.14	$ 189.14	$ 204.27	$ 220.61	$ 238.26
Bldg Plan Checker II	FRVA	5	$ 158.78	$ 166.72	$ 175.05	$ 184.77	$ 199.55	$ 215.51
Bldg Plan Checker I	FRWA	5	$ 135.51	$ 142.29	$ 149.40	$ 156.03	$ 168.51	$ 181.99
Principal Planner - B	5AHE	5	$ 293.55	$ 308.23	$ 323.64	$ 364.19	$ 393.32	$ 424.79
Principal Planner - A	5AHD	9	$ 280.30	$ 294.32	$ 309.03	$ 347.86	$ 375.69	$ 405.74
Planner III	5ATA	5	$ 252.78	$ 265.42	$ 278.69	$ 284.44	$ 307.19	$ 331.77
Planner II	5AVA	5	$ 193.05	$ 202.70	$ 212.84	$ 227.85	$ 246.08	$ 265.76
Planner I	5AWA	3	$ 161.12	$ 169.18	$ 177.63	$ 197.97	$ 213.81	$ 230.92
Manager Application & Permit Ctr	5PDB	5	$ 229.15	$ 240.61	$ 252.64	$ 272.85	$ 294.68	$ 318.25
Planning Tech III	51TB	5	$ 145.01	$ 152.26	$ 159.87	$ 188.09	$ 203.14	$ 219.39
Planning Tech II	51VB	5	$ 133.86	$ 140.55	$ 147.58	$ 159.39	$ 172.14	$ 185.91
Planning Tech I	51WB	5	$ 110.91	$ 116.46	$ 122.28	$ 134.57	$ 145.33	$ 156.96
Admin Aide - Deep Class	AP7A	10	$ 154.94	$ 162.69	$ 170.82	$ 184.49	$ 199.24	$ 215.18
Admin Intern	AP9A	27	$ 81.80	$ 85.89	$ 90.18	$ 97.39	$ 105.19	$ 113.60

Pinole Energy Enhancement Rebate Program

The City of Pinole ("City") collaborated with the Contra Costa County Department of Conservation and Development ("County") to redesign the Enhanced Energy Efficiency/Electrification Pilot Program, also known as the Pinole Energy Enhancement Rebate (PEER) Program, using funding allocated by the City for weatherization and energy efficiency improvements for single-family and multifamily residential buildings in the City of Pinole through the City's General Fund and California Energy Commission (CEC) grant award funding. The document details how the PEER Program will be implemented based on the property type.

Single-Family Residential Properties

Process

Single-family property owners who wish to participate in the Pinole Energy Enhancement Rebate (PEER) Program will be required to hire a California licensed contractor who will install the scope of measures requested by the property owner. For the installation of a heat pump heating, ventilation, and air conditioning (HVAC) system or heat pump water heater, the property owner will be required to hire a Technology and Equipment for Clean Heating (TECH) Clean California certified contractor. Once the project is complete, the contractor or property owner will fill out the PEER Program Application.

The County will use the project address provided by the rebate applicant to determine whether the project is in the incorporated City of Pinole. For a project to be eligible to receive rebates through the PEER Program, the project must take place in the incorporated City of Pinole. The County will verify the anticipated or actual incentive amounts received through the TECH Program, Self-Generation Incentive Program, Golden State Rebate program, Inflation Reduction Act, or other relevant programs relevant to the measures installed for each project. The County will use the total cost of each of the project measures subtracted by the total amount of all other incentives received or anticipated to be received to determine the PEER Program incentive amount for the project. The maximum incentive level for each measure is listed in Column 2 of Table 1, below. This will ensure the incentive amount will not cover more than 100% of the project cost. The total maximum incentive amount to be paid out in the form of rebates through the PEER Program to any one household shall not exceed $11,800. The County will then issue the PEER Program rebate amount in the form of a physical check mailed to the property owner. If approved in writing by City staff and agreed upon by both City and County, the County may issue the rebate payment to a third party, such as an implementor that administers a

Federal, State or local energy efficiency home upgrade that agrees to incorporate PEER Program incentives with the County to off-set the cost of providing additional energy efficiency measures provided by the PEER Program.

In order to be eligible, the measures must meet specific efficiency and equipment performance requirements. If the measures do not meet specific efficiency and equipment performance requirements, the property owner or contractor may submit justification for the efficiency of the equipment installed. Staff reserve the right to accept or refuse the project application on the basis of equipment performance, as reported by the Air-Conditioning, Heating, and Refrigeration Institute Directory or similar, on a case-by-case basis. The County will consult with City staff on a case-by-case basis to determine whether projects that do not meet the PEER Program's efficiency and equipment performance requirements are eligible to receive rebates based on special circumstances or unforeseen limitations. Approval may be contingent upon compliance with a similar program's efficiency and equipment performance requirements such as TECH Clean California.

Incentives

The incentives offered through the PEER Program for single-family residential properties are as follows:

Table 1 Single-Family Residence PEER Program Rebate Structure

Measure	**Efficiency and Equipment Performance Requirements**	**PEER Program Incentive Amount**
Duct sealing or replacement	≤ 5% total leakage	Up to $2,000
Attic insulation	≥ R-44	Up to $1,000
Wall insulation	≥ R-13 (2x4 framing) or ≥ R-19 (2x6 framing)	Up to $900
High efficiency heat pump (HVAC)	≥ 17 SEER and ≥ 9.4 HSPF or 16 SEER2 and 9.0 HSPF2	Up to $3,000
Heat pump water heater	Unified energy factor (UEF) ≥ 3.30 (All tank sizes)	Up to $3,000
Induction electric range or cooktop	Must replace existing natural gas range or cooktop.	Up to $500
Heat pump clothes dryer	≥ 4.50 Combined Energy Factor (CEF). Must replace existing natural gas clothes dryer. Heat pump clothes	Up to $400

	dryer must be listed as ENERGY STAR efficient.	
Electrical panel upgrade		Up to $1,000
Total Maximum Incentive Amount to be Paid Out per Property		Up to $11,800

Multifamily Residential Properties

Process

Multifamily property owners who wish to participate in the PEER Program will go through the standard Bay Area Multifamily Building Enhancement (BAMBE) or MCE Multifamily Energy Savings (MFES) Program. BayREN or MCE staff will flag that the project is in the City of Pinole and provide the County with the project address. The County will use the project address to verify whether the project is in the incorporated City of Pinole and therefore eligible to participate in the PEER Program. Multifamily buildings participating in the BayREN BAMBE Program and PEER Program must sign an additional Statement of Release of Information, attached hereto as Attachment 1 for the County to be able to access project-specific information. During the standard BAMBE or MFES Program site visit and assessment, in addition to the existing measures assessed by BAMBE and MFES implementors, roof repairs and electrical panel upgrades intended to facilitate future electric vehicle (EV) charging infrastructure will also be considered as measures to include in BAMBE and MFES projects in the incorporated City of Pinole. For property owners who decide to pursue either a roof repair/replacement or electrical panel upgrades, the PEER Program has allocated additional funding listed in Table 2 to reduce the implementation cost to the property owner.

Once BayREN or MFES staff issues a check to the property owner, they will send the County a copy of the quality assurance documentation, scope of measures completed, and proof of rebates paid. The County will then issue an additional rebate amount for the applicable incentive amounts specified in Table 2, below.

Incentive

Under the PEER Program, an additional $250 rebate per unit is available for each BayREN or MCE multifamily project completed in the incorporated City of Pinole. In addition to the additional $250 rebate offered by the City, a roof repair and electrical panel upgrade rebate for either electric vehicle (EV) infrastructure and/or for fuel switching to an all-electric building or for other energy efficiency improvements made to the building would be offered. Unless otherwise specified herein, if any applicable incentives for activities provided in Table 2 below are eliminated by BayREN, the additional incentive amounts for the same activity provided by the City of Pinole shall also be eliminated. If any incentives for activities provided in Table 2 are increased or decreased by BayREN, the City may request in writing to County to modify the incentive amount. Both the City and County shall agree in writing on the effective date of any change to a rebate incentive amount.

Table 2 Multifamily Residence PEER Program Rebate Structure

Activity	**BayREN BAMBE Incentive Amount**	**PEER Program Incentive Amount**	**Maximum Amount Paid Out by Activity**
Participation in Standard BAMBE Program	$500 per unit (BAMBE Base Rebate for installing 2+ energy efficiency upgrades that save 10% or more of the building's energy). Specific properties may qualify for rebates of $5,000+ per unit with Electrification and Geographic Adders.	$250 per unit	**$750 per unit + Electrification and Geographical Adders based on eligibility**
Roof Repair/Replacement per Project	N/A	Up to $5,000 per property	**Up to $5,000 per property**
Electrical panel upgrade for energy efficiency upgrades, EV infrastructure, or fuel switching to all-electric	Subpanel Upgrade: $1,000 per unit served Central/Common Area Panel Upgrade: $5,000 per property	Up to $3,000 per property	**Up to $1,000 per unit served + up to $8,000 per property**
Total Maximum Incentive Amount Possible to be Paid Out	**$1,500+ per unit + 5,000 per property**	**Up to $250 per unit + up to $8,000 per property**	**Up to $1,750 per unit + up to $13,000 per property**

Exhibit C: PEER Program Action Plan

Roof Repair and Electrical Panel Upgrade Rebate

Process

Requests for rebates for roof replacements or roof repairs (specified in Table 2), and requests for rebates for panel upgrades (specified in Table 1 and 2) will be verified directly by County staff. For these rebates, the property owner will be required to submit proof to the County, such as issuance of building permit, or other similar documentation deemed necessary, to substantiate that the roof repair/replacement or electrical panel upgrade was installed. The owner must also provide documentation that demonstrates that proof of payment was issued to the contractor for the cost associated with the installation.

Due to the long lead time sometimes needed for installation of EV charging infrastructure, if the project includes EV charging infrastructure, the project will be flagged by BayREN or MCE staff and be shared with the County. The rebate amount associated with the electrical panel upgrade will not be released by the County until proof of EV charging infrastructure is submitted to the County.

Budget

Table 3 below details the budget breakdown between each funding source: the Pinole General Fund allocation covered by the original contract and the CEC Grant Fund allocation added through the contract amendment.

The funds remaining through the original contract from the City's General Fund will continue to be spent through the term of the contract. The funding from the CEC Grant Fund Amount will be spent starting on June 30, 2025 through the end date of the contract.

Table 3 PEER Program Budget Allocations

Item Description	Pinole General Fund Amount	CEC Grant Fund Amount	Total Amount
County Staff Administration of PEER Program	$35,000	$30,000	$65,000
Marketing and Outreach Budget	$25,000	$5,000	$30,000
Rebate Budget	$190,000	$115,000	$305,000
Total Budget	$250,000	$150,000	$400,000

Bay Area Multifamily Building Enhancements Terms & Conditions | Version January 12, 2023

I. ELIGIBILITY

The project identified in the Application must be a multifamily, residential building(s) with five (5) or more residential units. The project must be located within the Program region (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties). The property must receive PG&E natural gas and/or electric service and the property's utility accounts must pay into the Public Benefits Charge upon receipt of an electric or gas energy bill.

The project must receive approval for the scope of work (an Approved Scope) from the Program Administrator to reserve a rebate. Submission of a Rebate Reservation Form certifies that the Participant agrees to install the measures listed in the Approved Scope.

II. REBATE AMOUNTS

The rebate amount is calculated by dwelling unit at a rate of $500 per unit. A dwelling unit is defined as a single unit consisting of one or more habitable rooms, occupied or arranged to be occupied as a unit separate from all other units within a building, and used primarily for residential purposes and not primarily for professional or commercial purposes. Each dwelling unit in a building may be counted toward the total rebate calculation regardless of whether an energy efficiency improvement is installed within the dwelling unit, as long as the Approved Scope complies with the requirements in the Policies and Procedures Manual.

In addition to the $500 per unit base rebate, the following bonus adders are available for qualified projects:

ELECTRIFICATION UPGRADES	
In-unit Upgrades	
In-unit Heat Pump Water Heater	$1,500/apt
In-unit Heat Pump HVAC	$1,500/apt
In-unit Electric Laundry Dryer	$250/apt
In-unit Electric Cooking	$750/apt
Central System Upgrades	
Central Heat Pump Water Heater	$1,000/apt served*
Central Heat Pump HVAC	$1,000/apt served
* Property cap of $100,000. Program cap of $500,000	
Common Area Upgrades	

Common Area Heat Pump HVAC	$1,000/equip.
Laundry/ Common Area HP Water Heater	$1,000/equip.
Heat Pump Pool Heater	$1,500/pool
Electrical Panel Upgrades	
Subpanel Upgrade	$1,000/apt served
Central/ common area panel upgrades	$5,000/ property

GEOGRAPHIC UPGRADES

Properties located in high-priority zones that are most impacted by air pollution, extreme heat, and high housing costs qualify for bonus rebates. Your energy advisor will help you determine if your property qualifies.

Health Upgrades	
Select upgrades that improve indoor quality	$500/apt served
Resilience to Extreme Heat Upgrades	
Select upgrades that improve the property's resilience to extreme heat	$500/apt served

Housing Unit Upgrades*

***Only available to properties built before 2010 with less than 50 units OR deed-restricted affordable properties**

Automatic rebate multiplier increase up to 2X

AND

Up to $500/apt for select in-unit upgrades

In no instance shall the rebate amount exceed the cost of product purchase and installation.

III. REBATE AVAILABILITY

Rebate reservations are available on a first-come, first served basis until available funds are depleted. A rebate should not be considered reserved until the Program's "Rebate Reservation Confirmation" is received. The Rebate Reservation Confirmation will include a Rebate Reservation Period of 6 months (the time period during which the rebate is reserved and the upgrade project should be completed) and a rebate expiration date, after which the rebate will no longer be reserved for the Project unless funds continue to be available and an extension of reservation is requested and approved. The Program may grant up to two extensions to the rebate reservation period. Each extension can be up to three months. Each extension will require a completed Reservation Extension Request Form and the second extension will also require documentation supporting the reason for the request. If the project is not completed by the end of the second extension, or 12 or 15 months after initial project reservation as applicable, the project will lose its Rebate Reservation, and the Participant must request a new Rebate Reservation Confirmation to receive a rebate. Exceptions can be made if the Participant can furnish a construction schedule that shows a timeline that extends beyond 12 months due to property size or project scope.

The Rebate Reservation confirmation message will include a date halfway through the Rebate Reservation Period by when progress on the project must be demonstrated. Should the Project not meet the expected level of progress at that time, the Rebate Reservation may be cancelled by the Program.

Projects that engage with the Program at, and beyond, the point in time when rebate reservations have surpassed the Program's total rebate budget will be informed that they may submit a contingent Rebate Reservation Form, but will be placed on a waitlist and may not receive a rebate. Projects submitting rebate reservations after this time will be placed on the waitlist in the order in which the reservations are approved without guarantee that projects on the waitlist will receive the rebate requested.

IV. PROGRAM TERM & LIMITATIONS

The rebate eligibility term is the Rebate Reservation Period. Only energy efficiency and electrification improvements purchased and installed within the Rebate Reservation Period are eligible for a rebate. Participant understands and accepts the policies and procedures set forth in the Policies and Procedures Manual together with any addenda thereto in effect at the time the Rebate Application is submitted.

Application Does Not Entitle Participant to Participate: Submission of a completed Rebate Reservation or Rebate Claim form does not entitle the Participant to a rebate. A rebate is allowed only upon availability of a Rebate Reservation Confirmation notice and Participant's compliance with all Terms and Conditions.

Limit of Incentive Payments: The Program reserves the right, for any reason, to stop approving Rebate Reservation applications and extensions at any time without notice.

The Program may be modified or terminated without notice. Rebate amounts are subject to change without notice.

V. SITE ACCESS

The Participant (and Participant's contractors) must allow Program representatives and hired Participating Raters access to the site where the energy efficiency and/or electrification improvements are being installed: (1) at project inception; and (2) following installation to confirm that installation is complete and that installed equipment meets required specifications. Participant will provide access to a sampling of dwelling units, common areas, and mechanical rooms, as requested by Program representative and agrees to facilitate the testing of any combustion appliances as requested by Program representative per section VI below. Depending on the Approved Scope, Combustion Safety Testing may be required for 100% of the units during final project verification visit.

In addition, the Participant will allow, if requested, a representative from PG&E, the CPUC , or any authorized subcontractor of PG&E or the CPUC reasonable access to the site where the energy efficiency and/or electrification improvement(s) have been installed to verify the quality of the improvements.

VI. HEALTH & SAFETY REQUIREMENTS

The Participant represents and warrants that the Building is and will remain compliant with all health and safety standards (including laws requiring installation of CO alarms). If, during the course of the site visits, Program representatives, Participating Raters, or Contractors encounter or detect the presence of natural gas or other hazardous materials at, in and/or near a Combustion Appliance, the local gas utility may shut off gas service in tenant units or common areas until the condition is remediated by Participant at Participant's sole cost and expense.

The Participant must acknowledge that they have received combustion appliance safety testing and recommendations or signed an affidavit from the program implementers prior to submitting a Rebate Reservation Form as defined in the Policies and Procedures Manual. The Participant must certify that all combustion safety retrofit actions identified during the post-installation site visit have been addressed in accordance with the Program's Combustion Safety Protocols in the Policies and Procedures Manual, and take responsibility and future liability for all hazards identified during the post-installation site visit, prior to a Rebate Claim Form being approved. The Program will not be liable for damage to occupants or other parties as a result of products or equipment installed by the Participant's contractors as part of participating in the Program.

VII. INSTALLATION REQUIREMENTS

Eligible energy efficiency and electrification improvements must be: (1) new equipment (not used or rebuilt); (2) purchased by the customer (not leased); (3) compliant with the equipment specifications in the Approved Scope; and (4) installed in a multifamily housing facility receiving electric and/or natural gas service from PG&E, located within the Bay Area Regional Energy Network (BayREN) region. Installation of energy efficiency and electrification improvements must follow the Health and Safety standards defined in the Program's Policies and Procedures Manual.

VIII. CONTRACTOR AND PROJECT PERMIT REQUIREMENTS

Participant is responsible for obtaining, or causing Contractor(s) to obtain, all other required permits and ensuring that Contractor(s) comply with all applicable laws. This includes, but is not limited to, ensuring that their installation contractors meet the following requirements: Contractors installing the work in the Approved Scope must hold and maintain 1) Appropriate contractors' licenses required by the State of California Contractor's License Board to perform the class and type of work required, 2) General Liability and Worker's Compensation Insurance, and 3) a Business License if required in the jurisdiction where work is to be performed. The Participant must also ensure that its contractor requires any and all subcontractors meet the same requirements. The Participant must certify the improvement and installation has complied with all applicable permitting requirements, including any applicable specifications or requirements set forth in the California Building Standards Code (Title 24 of the California Code of Regulations), and that Participant's contractor(s) satisfied all the requirements above.

In addition, if Heating Ventilation and Air Conditioning (HVAC) units or their associated fans are installed or replaced the participant shall provide proof of permit closure before the rebate is issued.

IX. REBATE PAYMENT AND CONDITIONS

Only complete Rebate Reservation and Rebate Claim forms will be processed for rebates. Rebate Claim forms must be accompanied by receipts for the cost of product purchase and installation and one month's complete PG&E bill. Failure to submit complete forms may result in delay or denial of a rebate notwithstanding issuance of a Rebate Reservation. Information submitted through the forms will become the property of the Program. The Program will process only forms and related information that it receives and is not responsible for items lost or destroyed in transit through the mail or electronic medium. The Program is not bound to pay any incentive unless the Program approves the documentation required to be submitted as a condition of each Participation phase. The Program reserves complete discretion to approve or disapprove any documentation. Projects that proceed with the installation of the Approved Scope prior to receipt of a Rebate Reservation Confirmation do so at their own risk. Projects that fail to comply with these Terms and Conditions may forfeit any Program rebates and/or risk termination of an issued Rebate Reservation.

X. USE OF PROJECT INFORMATION & PROPRIETARY INFORMATION

Participant authorizes the Program to retain a copy of all materials or reports completed as part of participation in the Program. Program is subject to the California Public Records Act. That law generally requires the disclosure of public agency records but provides limited exceptions to disclosure for records or portions thereof that are "trade secrets". Information submitted to the Program that the Participant wishes to have treated as confidential trade secret information, should be identified and labeled "Confidential Trade Secret Information" on each page at the time of disclosure. This information should include a written request to exclude it from disclosure, including a written statement of the reasons why the information should be excluded. However, the Program cannot guarantee the confidentiality of any information submitted.

Unless identified as confidential or proprietary by the Participant, information contained in these materials or reports may be used for the purpose of promoting awareness and adoption of energy efficiency strategies, practices, and technologies. The Program may use customer specific information including names, addresses, installed measures, and savings projections for the following purposes: to fulfill reporting requirements to PG&E and/or the CPUC, for published reports and articles to promote the Program, and for conveying the status of program activity to the local government jurisdiction in which the project is located. Project information may be presented in aggregate level with other projects in the Program, as part of a list of projects, or with Participant's consent in a project-specific case study. To the extent other approvals are required for release of this information the Program will obtain those approvals.

XI. LENDER REFERRAL SERVICE PARTICIPATION

The Lender Referral Service (LRS) supports Participants by facilitating financing quotes from multiple lenders. LRS is administered by Slipstream. This service is an optional add-on component of the Program, and Participants may wish to contact lenders directly or use other referral services.

If the Participant chooses to receive financing consultation through the Program, the information provided verbally or in writing to the Program and/or through LRS may be disclosed to third party lenders for the purpose of determining the Participant's and project's eligibility for, and conditions of, financing. Participant certifies that it has the authority to disclose said information and to bind the project to this authorization. Financing applications will be completed and submitted by the Participant.

XII. CALIFORNIA AB 802: BUILDING ENERGY USE BENCHMARKING AND PUBLIC DISCLOSURE

Participant hereby authorizes the Association for Energy Affordability, Inc. (AEA) and San Francisco Department of the Environment (SFE) to act as authorized agents to access utility data from PG&E and/or other utility providers. Participant agrees to provide a copy of one utility bill for each common area account upon request to facilitate this process.

At AEA's discretion or by Owner request, properties will be benchmarked using aggregated utility data, as made possible by CA AB 802 (2015): Building Energy Use Benchmarking and Public Disclosure Program. Benchmarking assistance is available for projects after the rebate reservation is approved and work has begun. AEA will provide access to data for all benchmarked properties via ENERGY STAR Portfolio Manager. Owners are responsible for disclosing data as required for compliance with the California Energy Commission's California Building Energy Benchmarking Program or their local jurisdiction.

XIII. DOUBLE DIPPING

The Participant understands that the Participant cannot receive incentives for the same improvement, product, equipment or service from more than one California investor-owned utility or third party Energy Efficiency program offering incentives for the same improvement, product, equipment, or service funded with CPUC Public Purpose Program Charge funds. A list of potentially overlapping programs is available in the Program Policies and Procedures Manual.

The Participant certifies that it has not received CPUC Public Purpose Program Charge funded incentives from any other energy efficiency program for the installed equipment.

XIV. NO WARRANTY

THE PROGRAM MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY DESIGN, SYSTEM, PRODUCT OR APPLIANCE INSTALLED PURSUANT TO THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY.

XV. TAX LIABILITY

Incentives may be taxable. Participant is responsible for payment of any applicable taxes and the Program is not responsible for any tax liability that may be imposed on the Participant as a result of the payment of rebates related to the Program or otherwise in connection with Participant's participation in the Program.

XVI. PARTICIPANT'S INDEPENDENT JUDGMENT AND RESPONSIBILITY

Participant is responsible for design and implementation of the Project. The Program's review of the design, construction, operation or maintenance of the Project, Energy Efficiency Measures, does not constitute a representation of any kind regarding the Project Measures, including their economic or technical feasibility, operational capability, or reliability. The Participant is solely responsible for the economic and technical feasibility, operational capability, and reliability of the Project and Measures.

The Program is not responsible for and shall not be liable for injury to or death of any person or damage to any property (including the Building) in connection with the Rebate and Program participation.

IN NO EVENT WILL THE PROGRAM BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

XVII. INDEMNIFICATION

The Participant shall protect, indemnify, defend, and hold harmless the Program (including Association of Bay Area Governments, Bay Area Regional Energy Network, Pacific Gas and Electric, StopWaste and Energy council, Frontier Energy Inc., Association for Energy Affordability, and the nine County governments) from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or asserted against the Parties resulting from, arising out of or relating to the performance of this Agreement. The obligations of the Participant under this section shall survive any expiration or termination of this Agreement.

XVIII. SAVING ESTIMATES

The savings estimate provided through Technical Assistance are estimates based on minimal project information and are intended to provide enough information for the Participant to decide whether to pursue a deeper analysis of energy savings to inform their decision-making process. The savings projections will be used solely to qualify the project for the Program rebate. The Program does not guarantee that the Participant will observe the exact savings projected.

Although the Program believes that the Participant's implementation of the results of the energy audit will permit the Participant's Building to become more energy efficient, the Participant understands that such results are not guaranteed. Any recommendations made by the Program, if implemented by the Participant, should not be construed as an assurance or warranty of energy consumption, energy use savings or reduced building operating costs or of the continuing safety, performance or cost-effectiveness of any equipment, product, system, facility, procedure, or policy discussed or recommended by the Program. The Participant acknowledges that any changes in energy efficiency that may be experienced by Participant will be affected by fuel prices, weather patterns, occupant behavior, maintenance activities and additional factors.

XIX. NO OBLIGATION

Participation in this program is voluntary and there is no obligation to purchase any specific product or service. Products must meet minimum performance standards to receive a rebate through the Program.

XX. ELECTRONIC SIGNATURES

In the event that Participant electronically signs any document related to the Program using a system approved by Program, Participant expressly agrees that it has been given the option to print out a paper copy of the document and sign it manually and mail it to Program, it has agreed to sign the document using an electronic signature system approved by Program, and for purposes of authentication, validity, enforceability, admissibility and otherwise, such signature shall have the same force and affect as a manual signature. Program approved electronic signature systems are manual signatures that are scanned and e-mailed for all documents other than Terms and Conditions Signature Page.

XXI. CLAUSE FOR PROJECTS IN THE CITY OF PINOLE

I am electing to participate in the supplementary incentive program being offered to BAMBE participants with projects located within the City of Pinole. For a limited time, the City of Pinole is leveraging the BAMBE program to offer additional for eligible BAMBE scopes of work as described in the City of Pinole Enhanced Energy Efficiency/Electrification Pilot Program. To facilitate rebate processing, I authorize BAMBE to share information related to the project with Contra Costa County – the Agency administering the City of Pinole-funded rebates.

GLOSSARY OF DEFINITIONS

Additional terms are defined in the Policies and Procedures Manual, which can be requested by emailing multifamily@stopwaste.org or calling 510-891-6558.

Application – Interest form submitted online or hard copy that initiates Program technical assistance.

Approved Scope – Package of energy efficiency and electrification improvements listed in the Rebate Reservation confirmation, including specifications applied to each improvement.

Bay Area Multifamily Building Enhancements – Program administered by the Bay Area Regional Energy Network and Program staff, providing rebates and free Technical Assistance to eligible Projects.

Combustion Appliance – A fixed appliance which is designed to burn solid fuel, gas or oil.

Combustion Safety Testing – Consists of visual inspections, gas leak detection, ambient CO measurement, flue CO measurement, and spillage test.

Participant – Property owner and any authorized third party (e.g. property manager) with decision making authority that has submitted a Rebate Reservation application.

Policies and Procedures Manual – Program document defining the participation procedures and policies governing the administration of the Program which may include addenda addressing special circumstances. A copy of the Policies and Procedures Manual and any addenda may be requested by emailing multifamily@bayren.org or calling 510-213-2838.

Program – Providing energy efficiency technical consulting and rebates to Participants together with by: Association of Bay Area Governments (ABAG), Bay Area Regional Energy Network (BayREN), Pacific Gas and Electric (PG&E), StopWaste, Frontier Energy Inc., Association for Energy Affordability (AEA), and the nine Bay Area County governments.

Project – Building(s) for which technical assistance is received and/or on which rebated energy efficiency improvements are completed.

Participating Rater – Energy efficiency auditing firm or professional that has been qualified to participate in the Pacific Gas and Electric Multifamily Upgrade Program and hired by Participant to conduct a Project.

Rebate Reservation – Process through which a specific rebate amount is reserved for a specific Participant and Project for a specified amount of time.

Rebate Reservation Confirmation – Email or printed communication that specifies the Approved Scope, rebate amount, and reservation period for a reserved rebate.

Technical Assistance – Services provided by Program staff, including recommendation of energy saving opportunities, referral to other resources and incentives, and qualification of an Approved Scope for the Program rebate.

TERMS & CONDITIONS SIGNATURE PAGE FOR REBATE RESERVATION

BAYREN

Instructions

Prior to the program performing a site visit, please complete and sign the form below confirming that you, as the authorized property representative, have read and agree to the Bay Area Multifamily Building Enhancements program's Terms and Conditions. A site visit will only be conducted after this form is received. Various terms used in this document are defined in the Glossary at the end of the document and Policies and Procedures Manual. You can obtain the Terms and Conditions and Policies and Procedures Manual at bayareamultifamily.org/documents or by emailing multifamily@bayren.org. The Program is funded by utility ratepayers under the auspices of the CPUC.

Submit a signed copy of this form by mail or a scanned copy by email:

Mail
ATTN: Ben Cooper, Program Manager
Bay Area Multifamily Building Enhancements
StopWaste Energy Council,
1537 Webster St. Oakland, CA 94612

Email
Email a scanned copy of the signed form to your staff contact at Association for Energy Affordability or San Francisco Department of the Environment, or email multifamily@bayren.org

Certification

I certify that I am either the owner of the property listed below or am duly authorized to submit this form and make the agreements and certifications listed below and included in other documents to be filed with the Program on behalf of the building's legal owner and references to "me" and "I" include the owner. If I am a tenant or third-party property manager, I am responsible for obtaining the building owner's permission to install product(s) for which I am applying for a rebate. My submittal of this form indicates that I have obtained this permission on behalf of the owner.

Property Information			
Property Name (if applicable)			
Property Address			
Contact Information			
Print Name		Title	
Mailing Address			
Phone		Email	
Signature		Date	

Initial to specifically acknowledge the following sections:	**Initial**
I certify that I have read and agree to the Bay Area Multifamily Building Enhancements Program Terms and Conditions dated January 12, 2023 (9 pages).	________
I agree that my information may be used as described in **Section X**	________
I certify that I understand that other programs are available and the rules about double-dipping in **Section XIII**	________
I agree to the program's benchmarking policy and authorize access to energy usage data for both common area meters and aggregated tenant data, as described in **Section XII**	________
I would like to receive information about financing options for this project and agree to the use of project information, as described in **Section XI (Optional)**	________

____ _______________________________

Signature Date

INTERAGENCY AGREEMENT
(County Provides Services)

Number
Fund/Org# 0285
Account #
Other #

1. Contract Identification.
   Department: Conservation and Development
   Subject: Interagency Agreement between Contra Costa County Department of Conservation and Development and Agency named below for Enhanced Energy Efficiency/Electrification Pilot Program

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

   Agency: City of Pinole
   Capacity: A public agency
   Address: 2131 Pear Street, Pinole, CA 94564

3. Term. The effective date of this Agreement is December 12, 2023 and it terminates on June 30, 2025 unless sooner terminated as provided herein.

4. Payment Limit. **Agency's** total payments to County under this Agreement shall not exceed $250,000.00.

5. County's Obligations. **County** shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Agency's Obligations. **Agency** shall pay County for its provision of the services as set forth in the attached Payment Provisions which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. General and Special Conditions. This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. Project. This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: Enhanced Energy Efficiency/Electrification Pilot Program.

9. Legal Authority. This Agreement is entered into under and subject to the following legal authorities: Government Code Section 26227.

10. Signatures. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS DocuSigned by: By Deidra Dingman 603A950C37374A3... Chairman/Designee	ATTEST: Clerk of the Board of Supervisors By Deputy

AGENCY

DocuSigned by: By Neil Gang 77569877DB08492... (Signature of authorized Agency representative) (Print name and title A) Neil Gang	DocuSigned by: By Eric Casher 47EA76C5E0214F6... (Signature of authorized Agency representative) (Print name and title B) Eric Casher

Contra Costa County
Standard Form L-2
Revised 2014.2

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services – Long Form)

Number:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On ______________________________ (Date),

before me, ____ (Name and Title of the Officer),

personally appeared, ____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

____
Signature of Notary Public

Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

DocuSigned by:
By: ________________________________
603A950C37374A3...
Designee

FORM APPROVED BY COUNTY COUNSEL

DocuSigned by:
Kurtis C Keller
By: ________________________________
8D6B545F4DF6423...
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

DocuSigned by:
Julie Enea
By: ________________________________
FEDB4C3AA420466...
Designee

Contra Costa County
Standard Form L-3
Revised 2008

SERVICE PLAN OUTLINE
(Purchase of Services - Long Form)

Number

SERVICE PLAN

I. Overview

The City of Pinole ("City") allocated Two-Hundred Fifty Thousand ($250,000) for Fiscal Year 2023-2024 for weatherization and energy efficiency improvements for residential buildings in Pinole. Through coordination with the County Department of Conservation and Development (DCD), the City wishes to enter into an agreement with the County Department of Conservation and Development ("County" or "Contractor") to implement an Enhanced Energy Efficiency/Electrification Pilot Program (Pilot Program) that leverages the existing energy efficiency rebates offered through the County's existing partnership with the Bay Area Regional Energy Network (BayREN) and free energy efficiency measures provided by the County Weatherization Program. The Enhanced Energy Efficiency Pilot Program would offer increased incentive amounts for select existing energy efficiency and building electrification measures already offered through BayREN and provide additional measures beyond those currently offered by the County low-income Weatherization Program and BayREN. The list of increased incentive amounts and expanded range of measures are specified in Exhibit A, attached hereto. The incentive structure and expanded list of measures build upon the City's goals to optimize energy efficiency (Pinole General Plan Goal SE.4), explore opportunities for City-wide expansion of Programs and Facilities related to energy efficiency and conservation (Pinole General Plan Policy SE.4.2), and explore funding mechanisms funding sources and mechanisms for energy efficiency improvements for residences (Pinole General Plan Action SE.4.4.5).

To help meet the City's sustainability goals, the City wishes to execute a contract with the County of Contra Costa to implement an Enhanced Energy Efficiency/Electrification Pilot Program for the period of December 12, 2023 to June 30, 2025, for an amount not to exceed Two Hundred and Fifty-Thousand Dollars ($250,000). The County will be paid up to Two Hundred and Fifty-Thousand Dollars ($250,000) to support the administration and implementation of the Pilot Program in accordance with the rebate incentive(s) and weatherization upgrade cost amounts and administrative and outreach costs specified in Exhibit A, attached hereto.

II. Contractor Obligations

The Contractor ("County") shall perform the following tasks under direction of the City's Community Development Director, or designee ("City staff"):

A. Task 1: County Staff Administration of Enhanced Programs

1. Project Management. County will be responsible for coordinating with BayREN Program leads and County Department of Conservation and Development Weatherization program staff to obtain the necessary data required to pay for the additional rebates and weatherization measures specified in Exhibit A, attached hereto. County shall complete the following subtasks required to support the execution of the program:
    a. Protocol. The County will develop a protocol to require property owners participating in the BayREN Home+ Program to release additional project information to the County in order for County to conduct reporting as specified in Section II.A.3, Reporting, below.
    b. Project data. Obtain all necessary project data from BayREN Program leads and County Weatherization Program to verify completion of work, including but not limited to the following:

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DS DD — County Dept.

i. number of projects completed,
ii. project status for each project,
iii. project rebates issued by other programs, such as the Inflation Reduction Act (IRA), Self-Generation Incentive Program (SGIP), Technology and Equipment for Clean Heating (TECH Clean California), or other similar incentive programs that may be instituted by the State.

c. Verify project eligibility. County will verify that the project is located within the incorporated City of Pinole. County will verify that the project complies with BayREN or Weatherization Program participation requirements. Requirements include, but are not limited to:
   i. use of a BayREN Participating Contractor for BayREN Home+ Program single-family residential projects, and
   ii. income qualifications for Weatherization Program projects.
d. Document completion of projects. County shall maintain a record of projects completed through Pilot Program. County shall include, at a minimum, the following data for all projects:
   i. household data including project location and income (if applicable),
   ii. project status,
   iii. all rebates issued or in process by BayREN,
   iv. other program rebates issued or in process from State programs,
   v. rebate amount issued by County, as specified in Exhibit A, attached hereto,
   vi. weatherization upgrade costs covered,
   vii. total cost of project before and after all rebates and weatherization upgrade cost payments were issued, and
   viii. energy savings and greenhouse gas emissions reductions data for each project.
e. Maximum incentives (rebates and weatherization upgrade costs) paid. Ensure no more than 100% of project cost is paid for by incentives. County will track other federal, state, or local incentives applied to individual projects participating in Pilot Program including, but not limited to, IRA, SGIP, and/or TECH Clean California incentives.

2. Rebate and Weatherization Upgrade Payment Administration. County will be responsible for processing rebates and weatherization upgrade costs. County will issue up to Two Hundred Thousand Dollars ($200,000) for payment of rebates and costs for weatherization upgrades based on the incentive structure specified in Exhibit A, attached hereto.
   a. Where applicable, County will issue payment to property owner for verified services completed for qualified projects, as specified in Exhibit A, attached hereto.
   b. On the date the County determines a project in the City of Pinole qualifies for a rebate, County will issue check to property owner within 6 weeks.
3. Reporting. County shall provide project activity summary reports in a format acceptable to City staff on a quarterly basis beginning January 1, 2024 and a final report no later than 60 days after all incentive funding has been expended. Each report shall include the following information:
   a. number of individual single-family residences and multifamily units participating in Pilot Program,
   b. location of each project,
   c. income bracket of each household participating in Pilot Program,
   d. number of projects in progress,
   e. number of projects completed,
   f. scope of work completed in each home, including project cost,
   g. if requested by City staff, documentation of completed Scope of Work for each home,
   h. amount of rebate dollars administered to each project, and

Initials: DS NG — Contractor   DS DD — County Dept.

i. actual or projected amount of total incentive dollars across federal, state, and local programs issued for each project.

B. Task 2: Marketing and Outreach

1. The County shall develop and deploy one or more creative marketing and outreach activities throughout the incorporated City that effectively increases awareness of the Pilot Program. Prior to deploying any marketing and outreach activity, the County shall coordinate with City to submit, for their review and approval, a written plan that describes the County's proposed marketing and outreach activities. Marketing and outreach activities may include, but are not limited to:
   a. Sending one co-branded mailer or postcard notifying residents about the launch of the Pilot Program,
   b. Providing additional targeted marketing and outreach to identified disadvantaged areas of City,
   c. Providing City webpage content with information on how to participate in Pilot Program,
   d. Promoting Pilot Program through targeted digital marketing, or
   Providing marketing and outreach materials in different languages (Spanish, Cantonese, and Tagalog).

C. Changes to Program Incentive Structure

If BayREN decides to completely eliminate an incentive for any measure specified in Exhibit A, the City and County may work together to develop a new incentive program. Both City staff and County must agree in writing to any proposed new incentive program. If agreed upon in writing by both the City and County, the County may develop and deploy a new or modified incentive program. Prior to deploying any new or modified incentive program, the County shall submit to City staff for their review and approval a written plan with the revised incentive structure that describes the proposed incentive structure and process for implementing the new incentive program. Any new proposed incentive program shall include a budget, schedule, and deliverables.

City staff and County may also agree to make changes to the incentive amounts listed for activities provided in Exhibit A where BayREN does not offer an incentive, such as roof repairs and panel upgrades.

III. City Obligations

A. The City's total payments to the County for all services performed under this Contract shall not exceed Two Hundred and Fifty-Thousand Dollars ($250,000) as set forth in Section IV of this Contract, Payment Provisions. The Payment Provisions include the following payments for Tasks 1 and 2 described in this Section:
   1. Task 1: The City will pay the County Twenty-Five Thousand Dollars ($25,000), as described in Section IV.B.1.a., below. The City will pay the County Two-Hundred Thousand Dollars ($200,000) for the sole purpose of rebate payments and County Weatherization upgrade costs as described in Section IV.B.1.b.
   2. Task 2: The City will pay the County Twenty-Five Thousand Dollars ($25,000) for marketing and outreach, as further described in Section IV.B.2., below.

B. Dollar amounts allocated for each Task as described in Section IIIA., above may be moved between Tasks if requested in writing by County and approved in writing by City staff.

IV. Payment Provisions

A. Within 30 days of the effective date of this Contract, the City will pay Two Hundred and Fifty-Thousand Dollars ($250,000) to County to operate and administer the Pilot Program. In the event the County does not utilize the entire Two Hundred and Fifty-Thousand Dollars ($250,000) funding amount, or upon written request of the City

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to end the Pilot Program, the County will return any remaining funds to the City within 30 days of the date the written request was made by the City.

B. **Documentation of County Expenses and Rebate Payments.** County shall provide City staff with adequate documentation for all expenses incurred under this Contract. All documentation shall provide sufficient detail to ensure activities and costs are clearly identified by task.

1. **Task 1: County Staff Administration of Enhanced Programs:** Task 1 expenses include staff time costs and payment of rebates to eligible property owners as well weatherization upgrade costs.
    a. **Project Management.** County will be paid at an hourly rate for staff work completed under Task 1. Documentation of County expenses for Task 1 activities will include the job title and hourly rate of the individual performing program administration tasks according to the Rate Schedule, attached hereto as Exhibit B.
    b. **Rebate and Weatherization Upgrade Costs.** County will issue rebate checks to each eligible property owner that participates in the Pilot Program, as specified in Exhibit A, attached hereto, and pay for weatherization upgrade costs as specified in Section II.A., above. Documentation of County expenses and payments for Task 1 will include copies of rebate checks issued and cost information for all weatherization upgrades completed.
2. **Task 2: Marketing and Outreach**: County will be paid an hourly rate for staff work completed under Task 2. Documentation of County expenses for staff time work for Task 2 activities will include the job title and hourly rate of the individual performing program administration tasks according to the Rate Schedule, attached hereto as Exhibit B. Documentation of County expenses for any vendor or print and mail costs will also be included.

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Initials:__________ __________

Contractor County Dept.

Exhibit A: Pilot Program Action Plan

City of Pinole Enhanced Energy Efficiency/Electrification Pilot Program Action Plan

The City of Pinole ("City") collaborated with the Contra Costa County Department of Conservation and Development ("County") to develop an enhanced energy efficiency, electrification, and weatherization rebate incentive structure using funding allocated by the City for weatherization and energy efficiency improvements for single-family and multifamily residential buildings in the City of Pinole. The document details how the Pilot Program will be implemented based on the property type.

Single-Family Residential Properties

Process

Single-family property owners who wish to participate in the Pinole Enhanced Energy Efficiency/Electrification Pilot Program will follow the standard Bay Area Regional Energy Network (BayREN) Home+ Program process, a rebate program administered in coordination with the nine Bay Area Counties by the Association of Bay Area Governments. They will hire a BayREN Participating Contractor who will install the scope of measures requested by the property owner or landlord. Once the project is completed, the BayREN Participating Contractor will submit the corresponding rebate paperwork to BayREN. BayREN staff will flag that the project is in the City of Pinole and provide County staff with the BayREN application number. The County will also obtain the BayREN application number from the applicant requesting a rebate through the Pilot Program. A protocol between BayREN and the County will be developed to gather project information for the County to be able to access project-specific information for each home that participates in both the BayREN Home+ Program and the Pilot Program.

The County will use the project address provided by the rebate applicant to determine whether the project is in the incorporated City of Pinole and verify that the project participated in the BayREN Home+ Program. For a project to be eligible to receive rebates through the Pilot Program, the project must take place in the incorporated City of Pinole and have gone through the BayREN Home+ Program. Once the project's eligibility is confirmed, BayREN staff will provide the full list of measures completed as part of the project and the rebate amount received through the Home+ Program for each individual measure to the County. In coordination with BayREN and other State rebate program incentives, the County will verify the anticipated or actual incentive amounts received through the Technology and Equipment for Clean Heating Program, Self-Generation Incentive Program, and the Inflation Reduction Act relevant to the measures installed for each project. The County will use the total cost of each of the project measures subtracted by the total amount of all other incentives received or anticipated to be received to determine the Pilot Program incentive amount for the project. The maximum incentive level for each measure is listed in Column 3 of Table 1, below. This will ensure that the incentive amount will not cover more than 100% of the project cost. The total maximum incentive amount to be paid out in the form of rebates through the Pilot Program to any one household shall not exceed $18,200. The County will then issue the Pilot Program rebate amount in the form of a physical check mailed to the property owner.

For single-family properties that complete the induction cooktop/range or heat pump clothes dryer measures, the property owner or landlord will submit their rebate paperwork to BayREN directly rather than having a BayREN Participating Contractor submit the paperwork on their behalf. Eligible applicants will also submit to the County their BayREN application number(s) associated with their BayREN cooktop/range or heat pump clothes dryer rebate(s). The County will verify the BayREN application number with BayREN to confirm participation in any BayREN rebate issued. For a project to be eligible to receive rebates through the Pilot Program, the project must take place in the incorporated City of Pinole. The County will verify whether the project is in the incorporated City of Pinole. Once the project's eligibility is confirmed, BayREN staff will provide the anticipated or actual incentive amount received through the BayREN Home+ Program and any additional incentive program to County staff. The County will use the total cost of the induction cooktop/range or heat pump clothes dryer project subtracted by the total amount of all other incentives received or anticipated to be received to determine the Pilot Program incentive amount, as specified in Table 1 below, not to exceed 100% of the project cost. The County will then issue the Pilot Program rebate in the form of a physical check mailed to the property owner.

Incentives

The BayREN Home+ Program offers a series of energy efficiency and electrification measures for single-family residential properties. The current BayREN Home+ Program rebate amounts and the additional Pilot Program rebate amounts are listed in Table 1 below.

Unless otherwise specified herein, if any incentive for the measures listed in Table 1 are eliminated by BayREN, the additional incentive amounts provided by the City of Pinole for the same eliminated measure shall also be eliminated. If any incentive amounts for the measures listed in Table 1 are increased or reduced by BayREN, the City may request in writing to County to modify the amount of any existing Single-Family BayREN incentive measure. Both City and County shall agree in writing on effective date of any change to a rebate incentive amount.

Table 1 Single-Family Residence Pilot Program Rebate Structure

Measure	BayREN Home+ Incentive Amount	Pilot Program Incentive Amount	Maximum Amount Paid Out per Measure
Operations and Maintenance Measures			
Duct replacement	$500 (<5% leakage for replacement OR sealing)	Up to $2,200	**Up to $2,700**
Building Shell Measures			
Attic insulation	$0.75/square foot (not to exceed $1,000 per home)	Up to $700	**Up to $1,700**
Wall insulation	$0.70/square foot (not to exceed $1,000 per home)	Up to $600	**Up to $1,600**
Heating and Cooling Measures			
High efficiency split central air conditioner	$200	Up to $4,200	**Up to $4,400**

Exhibit A: Pilot Program Action Plan

Measure	**BayREN Home+ Incentive Amount**	**Pilot Program Incentive Amount**	**Maximum Amount Paid Out per Measure**
High efficiency packaged central air conditioner			
High efficiency heat pump	$400 for fuel substitution; $250 for electric to heat pump	Up to $4,500	**Up to $4,900 for fuel substitution; Up to $4,750 for electric to heat pump**
Water Heating Measures			
Heat pump water heater	$400 for fuel substitution; $250 for electric to heat pump	Up to $4,000	**Up to $4,400 for fuel substitution; Up to $4,250 for electric to heat pump**
Electrification Appliance Measures			
Induction electric range or cooktop	$250	Up to $550	**Up to $800**
Heat pump clothes dryer	$250	Up to $450	**Up to $700**
Electrical panel upgrade	N/A	Up to $1,000	**Up to $1,000**
Total Maximum Incentive Amount to be Paid Out per Property	**$4,000**	**$18,200**	**Up to $22,200**

Multifamily Residential Properties

Process

Multifamily property owners who wish to participate in the Pinole Enhanced Energy Efficiency/Electrification Pilot Program will go through the standard Bay Area Multifamily Building Enhancement (BAMBE) Program. BayREN staff will flag that the project is in the City of Pinole and provide the County with the BayREN application reservation number. The County will use the project address to verify whether the project is in the incorporated City of Pinole and therefore eligible to participate in the Pilot Program. Projects participating in the Pilot Program must sign an additional Statement of Release of Information, attached hereto as Attachment 1 for the County to be able to access project-specific information. During the standard BAMBE Program site visit and assessment, in addition to the existing measures assessed by BAMBE implementors, roof repairs and electrical panel upgrades intended for future electric vehicle (EV) charging infrastructure will also be considered as measures to include in BAMBE projects in the incorporated City of Pinole. For property owners who decide to pursue either a roof repair/replacement or electrical panel upgrades, the Pilot Program has allocated additional funding listed in Table 2 to reduce the implementation cost to the property owner.

Once BayREN staff issues a check to the property owner, they will send the County a separate copy of the quality assurance documentation, scope of measures completed, and proof of rebates paid. The County will then issue an additional rebate amount for the applicable incentive amounts specified in Table 2, below.

Incentive

Under the Pilot Program, an additional $250 cash back per unit is available for each BayREN multifamily project completed in the incorporated City of Pinole. In addition to the additional $250 rebate offered by the City, a roof repair and electrical panel upgrade rebate for either electric vehicle (EV) infrastructure and/or for fuel switching to an all-electric building or for other energy efficiency improvements made to the building would be offered. Unless otherwise specified herein, if any applicable incentives for activities provided in Table 2 below are eliminated by BayREN, the additional incentive amounts for the same activity provided by the City of Pinole shall also be eliminated. If any incentives for activities provided in Table 2 are increased or decreased by BayREN, the City may request in writing to County to modify the incentive amount. Both the City and County shall agree in writing on the effective date of any change to a rebate incentive amount.

Table 2 Multifamily Residence Pilot Program Rebate Structure

Activity	BayREN BAMBE Incentive Amount	Pilot Program Incentive Amount	Maximum Amount Paid Out by Activity
Participation in Standard BAMBE Program	$500 per unit (BAMBE Base Rebate for installing 2+ energy efficiency upgrades that save 10% or more of the building's energy). Specific properties may qualify for rebates of $5,000+ per unit with Electrification and Geographic Adders.	$250 per unit	**$750 per unit + Electrification and Geographical Adders based on eligibility**
Roof Repair/Replacement per Project	N/A	Up to $5,000 per property	**Up to $5,000 per property**
Electrical panel upgrade for energy efficiency upgrades, EV infrastructure, or fuel switching to all-electric	Subpanel Upgrade: $1,000 per unit served Central/Common Area Panel Upgrade: $5,000 per property	Up to $8,000 per property	**Up to $1,000 per unit served + up to $8,000 per property**

Exhibit A: Pilot Program Action Plan

Activity	**BayREN BAMBE Incentive Amount**	**Pilot Program Incentive Amount**	**Maximum Amount Paid Out by Activity**
Total Maximum Incentive Amount Possible to be Paid Out	**$1,500+ per unit + 5,000 per property**	**Up to $250 per unit + up to $8,000 per property**	**Up to $1,750 per unit + up to $13,000 per property**

Roof Repair and Electrical Panel Upgrade Rebate

Process

Requests for rebates for roof replacements or roof repairs (specified in Table 2), and requests for rebates for panel upgrades (specified in Table 1 and 2) will be verified directly by County staff. For these rebates, the property owner will be required to submit proof to the County, such as issuance of building permit, or other such similar documentation deemed necessary, to substantiate that the roof repair/replacement or electrical panel upgrade was installed. The owner must also provide documentation that demonstrates that proof of payment was issued to the contractor for the cost associated with the installation.

Due to the long lead time sometimes needed for installation of EV charging infrastructure, if the project includes EV charging infrastructure, the project will be flagged by BayREN staff and be shared with the County. The rebate amount associated with the electrical panel upgrade will not be released by the County until proof of EV charging infrastructure is submitted to the County.

Weatherization Program-eligible Residential Properties

Process

The County Weatherization Program, administered by the County's Department of Conservation and Development, is a Federal and State-funded program that provides home energy-efficient upgrades at no-cost to people on a low or fixed income.

Under the Pinole Enhanced Energy Efficiency/Electrification Pilot Program, the County Weatherization Program will offer additional services, such as roof repairs and electrical panel upgrades at no cost to the resident(s). The County will hire qualified subcontractors to make the roof repairs and electrical panel upgrades. Pinole residents who wish to participate in the Pilot Program will go through the standard County Weatherization Program. When the project has been deemed eligible for the County Weatherization Program, County Weatherization staff will inform the County project implementation team that there is a project located in the City of Pinole and provide the project address. The County will verify that the project is in the incorporated City of Pinole. If the Project is in the incorporated City of Pinole, the County Weatherization Program team would evaluate whether a roof repair or electrical panel upgrade is needed. If it is determined that any of these additional measures are needed, the County Weatherization Program would have a roofing contractor or electrical panel upgrade contractor (electrician) complete the work at no cost to the resident.

Exhibit A: Pilot Program Action Plan

Proposed Budget

Item Description	Proposed Dollar Amounts
County Staff Administration of Enhanced Programs	$25,000
Marketing & Outreach Budget	$25,000
Enhanced Program Rebates & Weatherization Upgrade Costs	$200,000
Total Enhanced Program Budget	$250,000

Project Timeline

December 2023 – Finalize Contract/Interagency Agreement with All Parties

December 2023 – County Develop Marketing and Outreach Materials/Mailers to Mail Out in January 2024 to residents starting with impacted community areas of Pinole

January 2024-June 2025 – County Staff Administers Rebate Checks and Performs County Weatherization Upgrades for Roof Repairs and Panel Upgrades

Bay Area Multifamily Building Enhancements Terms & Conditions | Version January 12, 2023

I. ELIGIBILITY

The project identified in the Application must be a multifamily, residential building(s) with five (5) or more residential units. The project must be located within the Program region (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties). The property must receive PG&E natural gas and/or electric service and the property's utility accounts must pay into the Public Benefits Charge upon receipt of an electric or gas energy bill.

The project must receive approval for the scope of work (an Approved Scope) from the Program Administrator to reserve a rebate. Submission of a Rebate Reservation Form certifies that the Participant agrees to install the measures listed in the Approved Scope.

II. REBATE AMOUNTS

The rebate amount is calculated by dwelling unit at a rate of $500 per unit. A dwelling unit is defined as a single unit consisting of one or more habitable rooms, occupied or arranged to be occupied as a unit separate from all other units within a building, and used primarily for residential purposes and not primarily for professional or commercial purposes. Each dwelling unit in a building may be counted toward the total rebate calculation regardless of whether an energy efficiency improvement is installed within the dwelling unit, as long as the Approved Scope complies with the requirements in the Policies and Procedures Manual.

In addition to the $500 per unit base rebate, the following bonus adders are available for qualified projects:

ELECTRIFICATION UPGRADES	
In-unit Upgrades	
In-unit Heat Pump Water Heater	$1,500/apt
In-unit Heat Pump HVAC	$1,500/apt
In-unit Electric Laundry Dryer	$250/apt
In-unit Electric Cooking	$750/apt
Central System Upgrades	
Central Heat Pump Water Heater	$1,000/apt served*
Central Heat Pump HVAC	$1,000/apt served
* Property cap of $100,000. Program cap of $500,000	
Common Area Upgrades	

Common Area Heat Pump HVAC	$1,000/equip.
Laundry/ Common Area HP Water Heater	$1,000/equip.
Heat Pump Pool Heater	$1,500/pool
Electrical Panel Upgrades	
Subpanel Upgrade	$1,000/apt served
Central/ common area panel upgrades	$5,000/ property

GEOGRAPHIC UPGRADES

Properties located in high-priority zones that are most impacted by air pollution, extreme heat, and high housing costs qualify for bonus rebates. Your energy advisor will help you determine if your property qualifies.

Health Upgrades	
Select upgrades that improve indoor quality	$500/apt served
Resilence to Extreme Heat Upgrades	
Select upgrades that improve the property's resilience to extreme heat	$500/apt served

Housing Unit Upgrades*

***Only available to properties built before 2010 with less than 50 units OR deed-restricted affordable properties**

Automatic rebate multiplier increase up to 2X

AND

Up to $500/apt for select in-unit upgrades

In no instance shall the rebate amount exceed the cost of product purchase and installation.

III. REBATE AVAILABILITY

Rebate reservations are available on a first-come, first served basis until available funds are depleted. A rebate should not be considered reserved until the Program's "Rebate Reservation Confirmation" is received. The Rebate Reservation Confirmation will include a Rebate Reservation Period of 6 months (the time period during which the rebate is reserved and the upgrade project should be completed) and a rebate expiration date, after which the rebate will no longer be reserved for the Project unless funds continue to be available and an extension of reservation is requested and approved. The Program may grant up to two extensions to the rebate reservation period. Each extension can be up to three months. Each extension will require a completed Reservation Extension Request Form and the second extension will also require documentation supporting the reason for the request. If the project is not completed by the end of the second extension, or 12 or 15 months after initial project reservation as applicable, the project will lose its Rebate Reservation, and the Participant must request a new Rebate Reservation Confirmation to receive a rebate. Exceptions can be made if the Participant can furnish a construction schedule that shows a timeline that extends beyond 12 months due to property size or project scope.

The Rebate Reservation confirmation message will include a date halfway through the Rebate Reservation Period by when progress on the project must be demonstrated. Should the Project not meet the expected level of progress at that time, the Rebate Reservation may be cancelled by the Program.

Projects that engage with the Program at, and beyond, the point in time when rebate reservations have surpassed the Program's total rebate budget will be informed that they may submit a contingent Rebate Reservation Form, but will be placed on a waitlist and may not receive a rebate. Projects submitting rebate reservations after this time will be placed on the waitlist in the order in which the reservations are approved without guarantee that projects on the waitlist will receive the rebate requested.

IV. PROGRAM TERM & LIMITATIONS

The rebate eligibility term is the Rebate Reservation Period. Only energy efficiency and electrification improvements purchased and installed within the Rebate Reservation Period are eligible for a rebate. Participant understands and accepts the policies and procedures set forth in the Policies and Procedures Manual together with any addenda thereto in effect at the time the Rebate Application is submitted.

Application Does Not Entitle Participant to Participate: Submission of a completed Rebate Reservation or Rebate Claim form does not entitle the Participant to a rebate. A rebate is allowed only upon availability of a Rebate Reservation Confirmation notice and Participant's compliance with all Terms and Conditions.

Limit of Incentive Payments: The Program reserves the right, for any reason, to stop approving Rebate Reservation applications and extensions at any time without notice.

The Program may be modified or terminated without notice. Rebate amounts are subject to change without notice.

V. SITE ACCESS

The Participant (and Participant's contractors) must allow Program representatives and hired Participating Raters access to the site where the energy efficiency and/or electrification improvements are being installed: (1) at project inception; and (2) following installation to confirm that installation is complete and that installed equipment meets required specifications. Participant will provide access to a sampling of dwelling units, common areas, and mechanical rooms, as requested by Program representative and agrees to facilitate the testing of any combustion appliances as requested by Program representative per section VI below. Depending on the Approved Scope, Combustion Safety Testing may be required for 100% of the units during final project verification visit.

In addition, the Participant will allow, if requested, a representative from PG&E, the CPUC , or any authorized subcontractor of PG&E or the CPUC reasonable access to the site where the energy efficiency and/or electrification improvement(s) have been installed to verify the quality of the improvements.

VI. HEALTH & SAFETY REQUIREMENTS

The Participant represents and warrants that the Building is and will remain compliant with all health and safety standards (including laws requiring installation of CO alarms). If, during the course of the site visits, Program representatives, Participating Raters, or Contractors encounter or detect the presence of natural gas or other hazardous materials at, in and/or near a Combustion Appliance, the local gas utility may shut off gas service in tenant units or common areas until the condition is remediated by Participant at Participant's sole cost and expense.

The Participant must acknowledge that they have received combustion appliance safety testing and recommendations or signed an affidavit from the program implementers prior to submitting a Rebate Reservation Form as defined in the Policies and Procedures Manual. The Participant must certify that all combustion safety retrofit actions identified during the post-installation site visit have been addressed in accordance with the Program's Combustion Safety Protocols in the Policies and Procedures Manual, and take responsibility and future liability for all hazards identified during the post-installation site visit, prior to a Rebate Claim Form being approved. The Program will not be liable for damage to occupants or other parties as a result of products or equipment installed by the Participant's contractors as part of participating in the Program.

VII. INSTALLATION REQUIREMENTS

Eligible energy efficiency and electrification improvements must be: (1) new equipment (not used or rebuilt); (2) purchased by the customer (not leased); (3) compliant with the equipment specifications in the Approved Scope; and (4) installed in a multifamily housing facility receiving electric and/or natural gas service from PG&E, located within the Bay Area Regional Energy Network (BayREN) region. Installation of energy efficiency and electrification improvements must follow the Health and Safety standards defined in the Program's Policies and Procedures Manual.

VIII. CONTRACTOR AND PROJECT PERMIT REQUIREMENTS

Participant is responsible for obtaining, or causing Contractor(s) to obtain, all other required permits and ensuring that Contractor(s) comply with all applicable laws. This includes, but is not limited to, ensuring that their installation contractors meet the following requirements: Contractors installing the work in the Approved Scope must hold and maintain 1) Appropriate contractors' licenses required by the State of California Contractor's License Board to perform the class and type of work required, 2) General Liability and Worker's Compensation Insurance, and 3) a Business License if required in the jurisdiction where work is to be performed. The Participant must also ensure that its contractor requires any and all subcontractors meet the same requirements. The Participant must certify the improvement and installation has complied with all applicable permitting requirements, including any applicable specifications or requirements set forth in the California Building Standards Code (Title 24 of the California Code of Regulations), and that Participant's contractor(s) satisfied all the requirements above.

In addition, if Heating Ventilation and Air Conditioning (HVAC) units or their associated fans are installed or replaced the participant shall provide proof of permit closure before the rebate is issued.

IX. REBATE PAYMENT AND CONDITIONS

Only complete Rebate Reservation and Rebate Claim forms will be processed for rebates. Rebate Claim forms must be accompanied by receipts for the cost of product purchase and installation and one month's complete PG&E bill. Failure to submit complete forms may result in delay or denial of a rebate notwithstanding issuance of a Rebate Reservation. Information submitted through the forms will become the property of the Program. The Program will process only forms and related information that it receives and is not responsible for items lost or destroyed in transit through the mail or electronic medium. The Program is not bound to pay any incentive unless the Program approves the documentation required to be submitted as a condition of each Participation phase. The Program reserves complete discretion to approve or disapprove any documentation. Projects that proceed with the installation of the Approved Scope prior to receipt of a Rebate Reservation Confirmation do so at their own risk. Projects that fail to comply with these Terms and Conditions may forfeit any Program rebates and/or risk termination of an issued Rebate Reservation.

X. USE OF PROJECT INFORMATION & PROPRIETARY INFORMATION

Participant authorizes the Program to retain a copy of all materials or reports completed as part of participation in the Program. Program is subject to the California Public Records Act. That law generally requires the disclosure of public agency records but provides limited exceptions to disclosure for records or portions thereof that are "trade secrets". Information submitted to the Program that the Participant wishes to have treated as confidential trade secret information, should be identified and labeled "Confidential Trade Secret Information" on each page at the time of disclosure. This information should include a written request to exclude it from disclosure, including a written statement of the reasons why the information should be excluded. However, the Program cannot guarantee the confidentiality of any information submitted.

Unless identified as confidential or proprietary by the Participant, information contained in these materials or reports may be used for the purpose of promoting awareness and adoption of energy efficiency strategies, practices, and technologies. The Program may use customer specific information including names, addresses, installed measures, and savings projections for the following purposes: to fulfill reporting requirements to PG&E and/or the CPUC, for published reports and articles to promote the Program, and for conveying the status of program activity to the local government jurisdiction in which the project is located. Project information may be presented in aggregate level with other projects in the Program, as part of a list of projects, or with Participant's consent in a project-specific case study. To the extent other approvals are required for release of this information the Program will obtain those approvals.

XI. LENDER REFERRAL SERVICE PARTICIPATION

The Lender Referral Service (LRS) supports Participants by facilitating financing quotes from multiple lenders. LRS is administered by Slipstream. This service is an optional add-on component of the Program, and Participants may wish to contact lenders directly or use other referral services.

If the Participant chooses to receive financing consultation through the Program, the information provided verbally or in writing to the Program and/or through LRS may be disclosed to third party lenders for the purpose of determining the Participant's and project's eligibility for, and conditions of, financing. Participant certifies that it has the authority to disclose said information and to bind the project to this authorization. Financing applications will be completed and submitted by the Participant.

XII. CALIFORNIA AB 802: BUILDING ENERGY USE BENCHMARKING AND PUBLIC DISCLOSURE

Participant hereby authorizes the Association for Energy Affordability, Inc. (AEA) and San Francisco Department of the Environment (SFE) to act as authorized agents to access utility data from PG&E and/or other utility providers. Participant agrees to provide a copy of one utility bill for each common area account upon request to facilitate this process.

At AEA's discretion or by Owner request, properties will be benchmarked using aggregated utility data, as made possible by CA AB 802 (2015): Building Energy Use Benchmarking and Public Disclosure Program. Benchmarking assistance is available for projects after the rebate reservation is approved and work has begun. AEA will provide access to data for all benchmarked properties via ENERGY STAR Portfolio Manager. Owners are responsible for disclosing data as required for compliance with the California Energy Commission's California Building Energy Benchmarking Program or their local jurisdiction.

XIII. DOUBLE DIPPING

The Participant understands that the Participant cannot receive incentives for the same improvement, product, equipment or service from more than one California investor-owned utility or third party Energy Efficiency program offering incentives for the same improvement, product, equipment, or service funded with CPUC Public Purpose Program Charge funds. A list of potentially overlapping programs is available in the Program Policies and Procedures Manual.

The Participant certifies that it has not received CPUC Public Purpose Program Charge funded incentives from any other energy efficiency program for the installed equipment.

XIV. NO WARRANTY

THE PROGRAM MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY DESIGN, SYSTEM, PRODUCT OR APPLIANCE INSTALLED PURSUANT TO THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY.

XV. TAX LIABILITY

Incentives may be taxable. Participant is responsible for payment of any applicable taxes and the Program is not responsible for any tax liability that may be imposed on the Participant as a result of the payment of rebates related to the Program or otherwise in connection with Participant's participation in the Program.

XVI. PARTICIPANT'S INDEPENDENT JUDGMENT AND RESPONSIBILITY

Participant is responsible for design and implementation of the Project. The Program's review of the design, construction, operation or maintenance of the Project, Energy Efficiency Measures, does not constitute a representation of any kind regarding the Project Measures, including their economic or technical feasibility, operational capability, or reliability. The Participant is solely responsible for the economic and technical feasibility, operational capability, and reliability of the Project and Measures.

The Program is not responsible for and shall not be liable for injury to or death of any person or damage to any property (including the Building) in connection with the Rebate and Program participation.

IN NO EVENT WILL THE PROGRAM BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

XVII. INDEMNIFICATION

The Participant shall protect, indemnify, defend, and hold harmless the Program (including Association of Bay Area Governments, Bay Area Regional Energy Network, Pacific Gas and Electric, StopWaste and Energy council, Frontier Energy Inc., Association for Energy Affordability, and the nine County governments) from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or asserted against the Parties resulting from, arising out of or relating to the performance of this Agreement. The obligations of the Participant under this section shall survive any expiration or termination of this Agreement.

XVIII. SAVING ESTIMATES

The savings estimate provided through Technical Assistance are estimates based on minimal project information and are intended to provide enough information for the Participant to decide whether to pursue a deeper analysis of energy savings to inform their decision-making process. The savings projections will be used solely to qualify the project for the Program rebate. The Program does not guarantee that the Participant will observe the exact savings projected.

Although the Program believes that the Participant's implementation of the results of the energy audit will permit the Participant's Building to become more energy efficient, the Participant understands that such results are not guaranteed. Any recommendations made by the Program, if implemented by the Participant, should not be construed as an assurance or warranty of energy consumption, energy use savings or reduced building operating costs or of the continuing safety, performance or cost-effectiveness of any equipment, product, system, facility, procedure, or policy discussed or recommended by the Program. The Participant acknowledges that any changes in energy efficiency that may be experienced by Participant will be affected by fuel prices, weather patterns, occupant behavior, maintenance activities and additional factors.

XIX. NO OBLIGATION

Participation in this program is voluntary and there is no obligation to purchase any specific product or service. Products must meet minimum performance standards to receive a rebate through the Program.

XX. ELECTRONIC SIGNATURES

In the event that Participant electronically signs any document related to the Program using a system approved by Program, Participant expressly agrees that it has been given the option to print out a paper copy of the document and sign it manually and mail it to Program, it has agreed to sign the document using an electronic signature system approved by Program, and for purposes of authentication, validity, enforceability, admissibility and otherwise, such signature shall have the same force and affect as a manual signature. Program approved electronic signature systems are manual signatures that are scanned and e-mailed for all documents other than Terms and Conditions Signature Page.

XXI. CLAUSE FOR PROJECTS IN THE CITY OF PINOLE

I am electing to participate in the supplementary incentive program being offered to BAMBE participants with projects located within the City of Pinole. For a limited time, the City of Pinole is leveraging the BAMBE program to offer additional for eligible BAMBE scopes of work as described in the City of Pinole Enhanced Energy Efficiency/Electrification Pilot Program. To facilitate rebate processing, I authorize BAMBE to share information related to the project with Contra Costa County – the Agency administering the City of Pinole-funded rebates.

GLOSSARY OF DEFINITIONS

Additional terms are defined in the Policies and Procedures Manual, which can be requested by emailing multifamily@stopwaste.org or calling 510-891-6558.

Application – Interest form submitted online or hard copy that initiates Program technical assistance.

Approved Scope – Package of energy efficiency and electrification improvements listed in the Rebate Reservation confirmation, including specifications applied to each improvement.

Bay Area Multifamily Building Enhancements – Program administered by the Bay Area Regional Energy Network and Program staff, providing rebates and free Technical Assistance to eligible Projects.

Combustion Appliance – A fixed appliance which is designed to burn solid fuel, gas or oil.

Combustion Safety Testing – Consists of visual inspections, gas leak detection, ambient CO measurement, flue CO measurement, and spillage test.

Participant – Property owner and any authorized third party (e.g. property manager) with decision making authority that has submitted a Rebate Reservation application.

Policies and Procedures Manual – Program document defining the participation procedures and policies governing the administration of the Program which may include addenda addressing special circumstances. A copy of the Policies and Procedures Manual and any addenda may be requested by emailing multifamily@bayren.org or calling 510-213-2838.

Program – Providing energy efficiency technical consulting and rebates to Participants together with by: Association of Bay Area Governments (ABAG), Bay Area Regional Energy Network (BayREN), Pacific Gas and Electric (PG&E), StopWaste, Frontier Energy Inc., Association for Energy Affordability (AEA), and the nine Bay Area County governments.

Project – Building(s) for which technical assistance is received and/or on which rebated energy efficiency improvements are completed.

Participating Rater – Energy efficiency auditing firm or professional that has been qualified to participate in the Pacific Gas and Electric Multifamily Upgrade Program and hired by Participant to conduct a Project.

Rebate Reservation – Process through which a specific rebate amount is reserved for a specific Participant and Project for a specified amount of time.

Rebate Reservation Confirmation – Email or printed communication that specifies the Approved Scope, rebate amount, and reservation period for a reserved rebate.

Technical Assistance – Services provided by Program staff, including recommendation of energy saving opportunities, referral to other resources and incentives, and qualification of an Approved Scope for the Program rebate.

TERMS & CONDITIONS SIGNATURE PAGE FOR REBATE RESERVATION

Instructions

Prior to the program performing a site visit, please complete and sign the form below confirming that you, as the authorized property representative, have read and agree to the Bay Area Multifamily Building Enhancements program's Terms and Conditions. A site visit will only be conducted after this form is received. Various terms used in this document are defined in the Glossary at the end of the document and Policies and Procedures Manual. You can obtain the Terms and Conditions and Policies and Procedures Manual at bayareamultifamily.org/documents or by emailing multifamily@bayren.org. The Program is funded by utility ratepayers under the auspices of the CPUC.

Submit a signed copy of this form by mail or a scanned copy by email:

Mail
ATTN: Ben Cooper, Program Manager
Bay Area Multifamily Building Enhancements
StopWaste Energy Council,
1537 Webster St. Oakland, CA 94612

Email
Email a scanned copy of the signed form to your staff contact at Association for Energy Affordability or San Francisco Department of the Environment, or email multifamily@bayren.org

Certification

I certify that I am either the owner of the property listed below or am duly authorized to submit this form and make the agreements and certifications listed below and included in other documents to be filed with the Program on behalf of the building's legal owner and references to "me" and "I" include the owner. If I am a tenant or third-party property manager, I am responsible for obtaining the building owner's permission to install product(s) for which I am applying for a rebate. My submittal of this form indicates that I have obtained this permission on behalf of the owner.

Property Information			
Property Name (if applicable)			
Property Address			

Contact Information			
Print Name		Title	
Mailing Address			
Phone		Email	
Signature		Date	

Initial to specifically acknowledge the following sections:	**Initial**
I certify that I have read and agree to the Bay Area Multifamily Building Enhancements Program Terms and Conditions dated January 12, 2023 (9 pages).	________
I agree that my information may be used as described in **Section X**	________
I certify that I understand that other programs are available and the rules about double-dipping in **Section XIII**	________
I agree to the program's benchmarking policy and authorize access to energy usage data for both common area meters and aggregated tenant data, as described in **Section XII**	________
I would like to receive information about financing options for this project and agree to the use of project information, as described in **Section XI (Optional)**	________

____ _____________________________

Signature Date

Rate Schedule

Exhibit B

Description	Job Class	Final Step	CY 2022 Rate Based on HR2, with 5% COLA	CY 2023 with 5% COLA	CY 2024 with 5% COLA
Deputy Director - BI	4AD1	5	$ 346.78	$ 364.12	$ 382.32
Fiscal Officer	APSA	11	$ 224.13	$ 235.34	$ 247.10
Supervising Accountant	SAHJ	5	$ 223.20	$ 234.36	$ 246.08
Accountant III	SATA	5	$ 199.03	$ 208.98	$ 219.43
Acctng Tech	JD7A	7	$ 147.69	$ 155.07	$ 162.83
Info Sys Programr	LPNB	5	$ 263.37	$ 276.54	$ 290.37
Info Sys Mgr 1	LTNA	7	$ 289.00	$ 303.45	$ 318.62
Info Sys Tech II	LTVB	5	$ 176.14	$ 184.95	$ 194.19
Network Admin 1	LNSA	5	$ 209.97	$ 220.47	$ 231.49
Admin Svcs Assist III	APTA	5	$ 105.09	$ 110.34	$ 115.86
Secretary Advanced Level	J3TG	11	$ 152.22	$ 159.83	$ 167.82
Secretary Journey Level	J3TF	14	$ 111.83	$ 117.42	$ 123.29
Clerk Specialist	JWXD	7	$ 121.28	$ 127.34	$ 133.71
Clerk Senior	JWXC	7	$ 127.37	$ 133.74	$ 140.43
Clerk Experienced	JWXB	5	$ 113.63	$ 119.31	$ 125.28
Redev/Housing Specialist	51SE	5	$ 128.86	$ 135.30	$ 142.07
Lead Weatherization Specialist	9KT4	5	$ 73.22	$ 76.88	$ 80.73
Weatherization Specialist	9KW7	3	$ 63.18	$ 66.34	$ 69.66
Principal Structural Engineer	NCHA	5	$ 276.14	$ 289.95	$ 304.44
Senior Structural Engineer	NCNA	3	$ 264.28	$ 277.49	$ 291.37
Structural Engineer	NCSA	5	$ 209.61	$ 220.09	$ 231.10
Senior Grading Inspector	NXTA	5	$ 210.50	$ 221.03	$ 232.08
Grading Inspector I	NXWB	3	$ 162.76	$ 170.90	$ 179.44
Supervisor Inspection Services	FADF	5	$ 250.20	$ 262.71	$ 275.85
Principal Bldg Inspector	FAHE	5	$ 228.46	$ 239.88	$ 251.88
Sr Bldg Inspector	FATE	3	$ 210.40	$ 220.92	$ 231.97
Building Inspector II	FAVD	3	$ 183.12	$ 192.28	$ 201.89
Principal Bldg Plan Checker	FRHA	7	$ 215.81	$ 226.60	$ 237.93
Senior Bldg Plan Checker	FRTA	5	$ 171.56	$ 180.14	$ 189.14
Bldg Plan Checker II	FRVA	5	$ 158.78	$ 166.72	$ 175.05
Bldg Plan Checker I	FRWA	5	$ 135.51	$ 142.29	$ 149.40
Principal Planner - B	5AHE	5	$ 293.55	$ 308.23	$ 323.64
Principal Planner - A	5AHD	9	$ 280.30	$ 294.32	$ 309.03
Planner III	5ATA	5	$ 252.78	$ 265.42	$ 278.69
Planner II	5AVA	5	$ 193.05	$ 202.70	$ 212.84
Planner I	5AWA	3	$ 161.12	$ 169.18	$ 177.63
Manager Application & Permit Ctr	5PDB	5	$ 229.15	$ 240.61	$ 252.64
Planning Tech III	51TB	5	$ 145.01	$ 152.26	$ 159.87
Planning Tech II	51VB	5	$ 133.86	$ 140.55	$ 147.58
Planning Tech I	51WB	5	$ 110.91	$ 116.46	$ 122.28
Admin Aide - Deep Class	AP7A	10	$ 154.94	$ 162.69	$ 170.82
Admin Intern	AP9A	27	$ 81.80	$ 85.89	$ 90.18

Legislation Details (With Text)

File #:	23-1133	**Version:** 2	**Name:**		
Type:	Consent Item		**Status:**	Passed	
File created:	11/29/2023		**In control:**	BOARD OF SUPERVISORS	
On agenda:	12/12/2023		**Final action:**	12/12/2023	

Title: APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with the City of Pinole to accept funding in an amount not to exceed $250,000 to implement an Enhanced Energy Efficiency/Electrification Pilot Program and issue payments to property owners that make specific home upgrades that participate in the program, for the period December 12, 2023 through June 30, 2025. (100% City of Pinole, no County match)

Attachments:

Date	Ver.	Action By	Action	Result	Tally
12/12/2023	2	BOARD OF SUPERVISORS	approved	Pass	

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Agreement for County to Implement and Administer an Enhanced Energy Efficiency/Electrification Pilot Program for the City of Pinole.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute an interagency agreement with the City of Pinole to accept funding in the amount not to exceed $250,000 from the City of Pinole to implement and administer an Enhanced Energy Efficiency/Electrification Pilot Program for the period of December 12, 2023, through June 30, 2025.
2. AUTHORIZE issuance of payment to eligible property owners within the incorporated City of Pinole who participate in the Enhanced Energy Efficiency/Electrification Pilot Program.

FISCAL IMPACT:

There will be no impact to the General Fund. The funding allocated in the interagency agreement is expected to cover all County costs associated with implementing and administering the Enhanced Energy Efficiency/Electrification Pilot Program.

BACKGROUND:

The City of Pinole allocated $250,000 for Fiscal Year 2023-2024 for weatherization and energy efficiency improvements for residential buildings in Pinole. Through coordination with the County Department of

Conservation and Development, the City of Pinole wishes to enter into an agreement with the County to implement an Enhanced Energy Efficiency/Electrification Pilot Program that leverages the existing energy efficiency rebates offered through the County's existing partnership with the Bay Area Regional Energy Network (BayREN) and provide additional home improvements for those eligible to participate in the County's low-income Weatherization Program.

The Enhanced Energy Efficiency Pilot Program would offer increased incentive amounts for select existing energy efficiency and building electrification measures already offered through BayREN and provide additional measures beyond those currently offered by the County Weatherization Program, BayREN, and other incentives offered by the State or other entities. The incentive structure and expanded list of measures build upon the City of Pinole's goals to optimize energy efficiency (Pinole General Plan Goal SE.4), explore opportunities for City-wide expansion of Programs and Facilities related to energy efficiency and conservation (Pinole General Plan Policy SE.4.2), and explore funding sources and mechanisms for energy efficiency improvements for residences (Pinole General Plan Action SE.4.4.5).

The proposed interagency agreement between the County and City of Pinole will allow the County to access funding from the City to implement an Enhanced Energy Efficiency/Electrification Pilot Program in the incorporated City of Pinole. The amount specified in the agreement is not to exceed $250,000 for the period of December 12, 2023, through June 30, 2025. Most of the funding ($200,000) is allocated to issue incentives (rebates) for specific home upgrades and cover the cost of making additional home improvements that may be needed for qualifying households that participate in the County's Weatherization Program within the City of Pinole. The interagency agreement also allocates funds to cover County costs associated with administration ($25,000) and outreach ($25,000) of the Pilot Program.

CONSEQUENCE OF NEGATIVE ACTION:

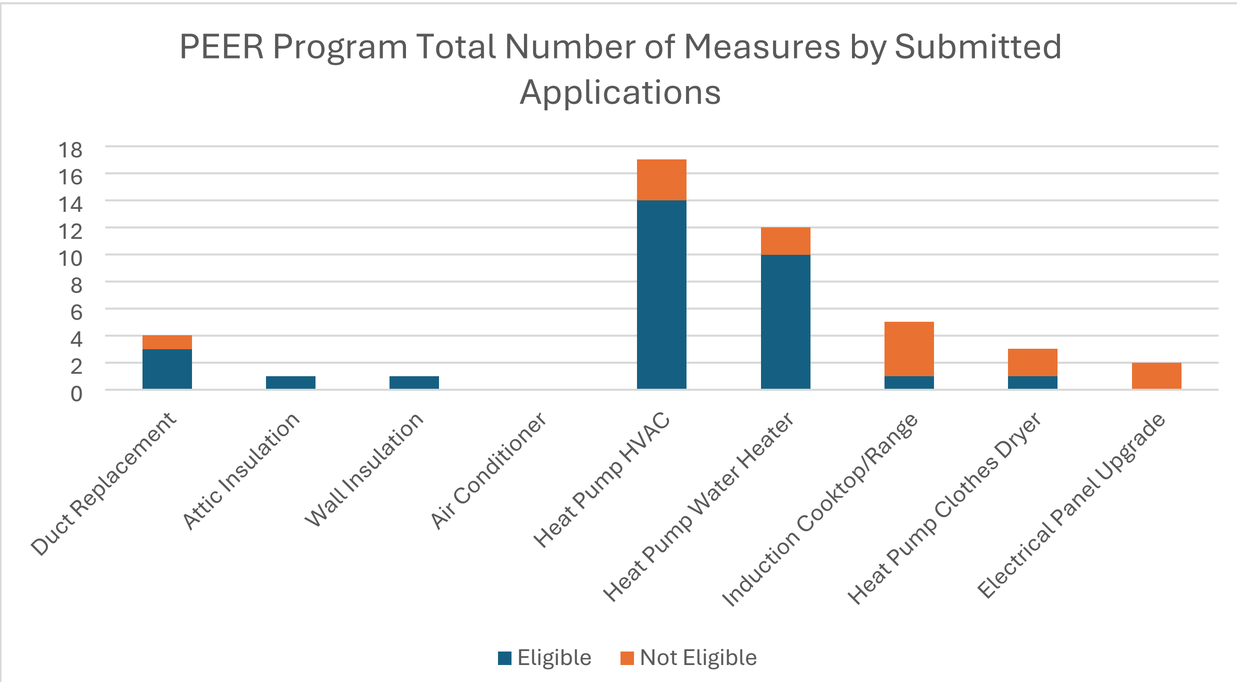
The County would not receive funding to implement and administer the Enhanced Energy Efficiency/Electrification Pilot Program for the City of Pinole. The County would also not obtain important project information that could help develop future County programs or policies to support the implementation of the County's Climate Action Plan.

Pinole Energy Enhancement Rebate Program Progress Report

March 31, 2025

Program Activities Summary

Program staff processed a total of 28 applications as of March 31, 2025. The most popular measures were heat pump heating, ventilation, and air conditioning (HVAC) systems and heat pump water heaters.



Project Pipeline

Since the PEER Program was launched on January 1, 2024, staff received 28 completed submissions through the online application form for single-family projects. No applications have been received to date through the online application for multifamily projects.

Seven applications were deemed ineligible. Two applications were deemed ineligible due to the project scope (replacing an existing, broken induction cooktop with a new induction cooktop), one application was submitted as a general inquiry, one application was closed due to project cost, two applications were closed due to the applicants' disinterest in pursuing a sewer lateral video inspection, and one applicant was unresponsive.

The County has issued twenty-one rebate checks totaling $110,900.

Table 1. Rebates Reserved

	Budget Allocated	Rebates Reserved	Rebates Conditionally Reserved	Rebates Issued	Available Budget	Waitlist
Single-Family	$140,000			$110,900	$29,100	
Multifamily	$50,000				$50,000	

Note: County and City staff assessed program participation and project scopes from PEER Program Phase 1 (January 1, 2024-June 30, 2024) to inform Phase 2-eligible property types and project scopes. Aligned with the launch of Phase 2, on October 15, 2024, the original PEER Program budget was shifted. $40,000 of the $50,000 reserved for County Weatherization-eligible properties was shifted into the Single-Family Rebate Budget. The remaining $10,000 was shifted into the Program Administration Budget to cover additional County staff costs. The shift in rebate budget allocations is reflected in Table 1.

Table 2. Project Application Status Summary

	Processed	Ineligible/ File Closed	Conditionally Accepted	Paid Out
Single-Family	28	7	0	21
Multifamily				

Table 3. Project Inventory by Submitted Application

Application	Address	Income Bracket	Project Status	Scope of Work	Third-Party Incentives Awarded	Pinole Rebate Awarded	Total Project Cost (Before)	Total Project Cost (After)	Energy Savings	Therms Savings
1	901 Sunnyview Dr	Above Moderate Income	Ineligible	Induction Cooktop	N/A	N/A	N/A	N/A	N/A	N/A
2	1560 Boyle Ct	Above Moderate Income	PEER Program Rebate Check Issued	Induction Range; Heat Pump Clothes Dryer	BayREN: $500	$1,000	$5,836.08	$4,336.08	-540 kWh	23 therms
3	1668 Poquito Ct	Moderate Income	File Closed	Heat Pump Clothes Dryer	BayREN: $250	N/A	$2,688.86	$1,988.86	N/A	N/A
4	901 Sunnyview Dr	Above Moderate Income	File Closed	Heat Pump Clothes Dryer	BayREN: $250	N/A	$1,567.80	$867.80	N/A	N/A
5	2180 Blue Jay Circle	Above Moderate Income	File Closed	Duct Replacement; Heat Pump HVAC; Heat Pump Water Heater	N/A	N/A	N/A	N/A	N/A	N/A
6	1562 Mann Drive	Above Moderate Income	PEER Program Rebate Check Issued	Heat Pump Water Heater	BayREN: $400	$4,000.00	$9,353.00	$4,953.00	-1,630 kWh	198 therms
7	2646 Alice Way	Above Moderate Income	PEER Program Rebate Check Issued	Heat Pump HVAC	BayREN: $400 TECH: $1,000	$4,500.00	$19,188.00	$13,288.00	-1,386 kWh	253.2 therms
8	2598 Henry Ave	Moderate Income	PEER Program Rebate Check Issued	Duct Replacement; Attic Insulation; Wall Insulation; Heat Pump HVAC	BayREN: $2,823.25 TECH: $1,000	$8,000.00	$32,764.00	$20,940.75	-240.95 kWh	353.135 therms
9	1253 McDonald Dr	Above Moderate Income	PEER Program Rebate Check Issued	Heat Pump HVAC	BayREN: $800	$8,500.00	$27,230.00	$16,930.00	-2,494 kWh	370.8 therms

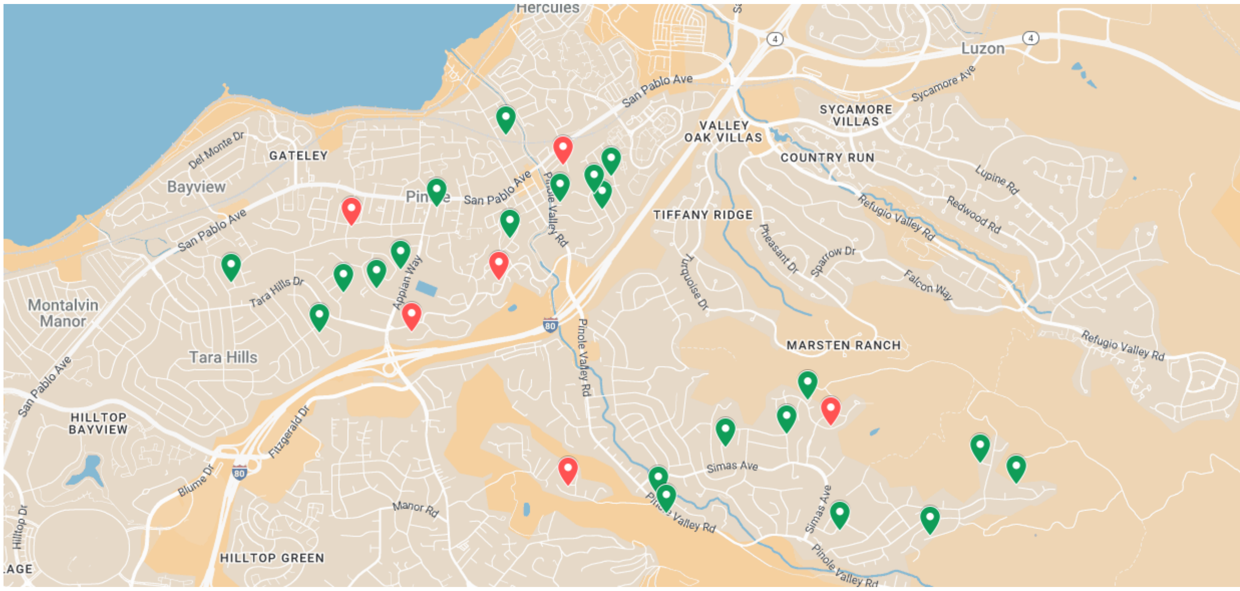
Application	Address	Income Bracket	Project Status	Scope of Work	Third-Party Incentives Awarded	Pinole Rebate Awarded	Total Project Cost (Before)	Total Project Cost (After)	Energy Savings	Therms Savings
				Heat Pump Water Heater	TECH: $1,000					
10	2312 Sarita Ct	Low Income	PEER Program Rebate Check Issued	Heat Pump Water Heater	BayREN: $400	$4,000.00	$8,760.00	$4,360.00	-1,630 kWh	192 therms
11	3712 Remuda Way	Low Income	PEER Program Rebate Check Issued	Attic Insulation; Heat Pump HVAC	BayREN: $1,400 TECH: $1,000	$5,200.00	$20,975.00	$13,375.00	-811.36 kWh	211.037 therms
12	1012 Francisca Ct	Above Moderate Income	PEER Program Rebate Check Issued	Heat Pump Water Heater	BayREN: $400.00	$4,000.00	$8,671.44	$4,271.44	-1,630 kWh	198 therms
13	2778 Hamilton Drive	Above Moderate Income	PEER Program Rebate Check Issued	Heat Pump Water Heater	BayREN: $400	$4,000.00	$8,357.00	$3,957.00	-1,630 kWh	198 therms
14	1193 Alberdan Cir	Above Moderate Income	PEER Program Rebate Check Issued	Heat Pump Water Heater	BayREN: $400	$4,000.00	$8,760.00	$4,360.00	-1,630 kWh	198 therms
15	546 Bantry Rd	Low Income	PEER Program Rebate Check Issued	Heat Pump HVAC; Heat Pump Water Heater	BayREN: $800 TECH: $1,000	$8,500.00	$32,850.00	$22,550.00	-2,965 kWh	451.2 therms
16	2629 Tamalpais Drive	Above Moderate Income	PEER Program Rebate Check Issued	Heat Pump HVAC; Heat Pump Water Heater	BayREN: $800 TECH: $1,000	$8,500.00	$30,492.00	$20,192.00	-2,965 kWh	451.2 therms
17	4018 Marcas St	Above Moderate Income	PEER Program Rebate Check Issued	Heat Pump HVAC	BayREN: $400 TECH: $1,000	$4,500.00	$31,387.00	$25,487.00	-1,335 kWh	253.2 therms
18	2759 Goularte Dr	Above Moderate Income	PEER Program Rebate Check Issued	Heat Pump HVAC	BayREN: $400 TECH: $1,000	$4,500.00	$17,390.00	$11,490.00	-1,335 kWh	253.2 therms
19	2841 Jordan Way	Above Moderate Income	PEER Program Rebate Check Issued	Heat Pump HVAC	BayREN: $400	$4,500.00	$31,689.00	$25,789.00	-1,335 kWh	253.2 therms

Application	Address	Income Bracket	Project Status	Scope of Work	Third-Party Incentives Awarded	Pinole Rebate Awarded	Total Project Cost (Before)	Total Project Cost (After)	Energy Savings	Therms Savings
					TECH: $1,000					
20	1208 Oak Hill Court	Very Low Income	Ineligible	Induction Range	N/A	N/A	N/A	N/A	N/A	N/A
21	2575 Samuel St	Moderate Income	Ineligible	Heat Pump HVAC; Heat Pump Water Heater; Induction Range; Electrical Panel Upgrade	N/A	N/A	N/A	N/A	N/A	N/A
22	3326 Pinole Valley Road	Above Moderate Income	PEER Program Rebate Check Issued	Heat Pump HVAC	BayREN: $400 TECH: $1,000	$4,500.00	$13,500.00	$7,600.00	-1,335 kWh	253.2 therms
23	2520 Brandt Ct	Moderate Income	PEER Program Rebate Check Issued	Duct Replacement; Heat Pump HVAC	BayREN: $500 TECH: $1,000	$6,700.00	$25,791.11	$17,591.11	-1,600.61 kWh	315.396 therms
24	324 La Salle Ct	Low Income	PEER Program Rebate Check Issued	Heat Pump HVAC; Heat Pump Water Heater	BayREN: $800 TECH: $4,100	$8,500.00	$19,573.00	$6,173.00	-2,077 kWh	307.05 therms
25	774 Pine Ave	Low Income	PEER Program Rebate Check Issued	Heat Pump Water Heater	BayREN: $400	$4,000.00	$11,664.00	$7,264.00	-1630 kWh	198 therms
26	2621 Francis Dr	Low Income	PEER Program Rebate Check Issued	Heat Pump HVAC	TECH: $1,000	$4,500.00	$31,442.06	$25,942.06	-1,284.36 kWh	234.632 therms
27	2841 Goularte Dr	Above Moderate Income	Unresponsive	Heat Pump HVAC; Induction Cooktop; Electrical Panel Upgrade	N/A	N/A	N/A	N/A	N/A	N/A

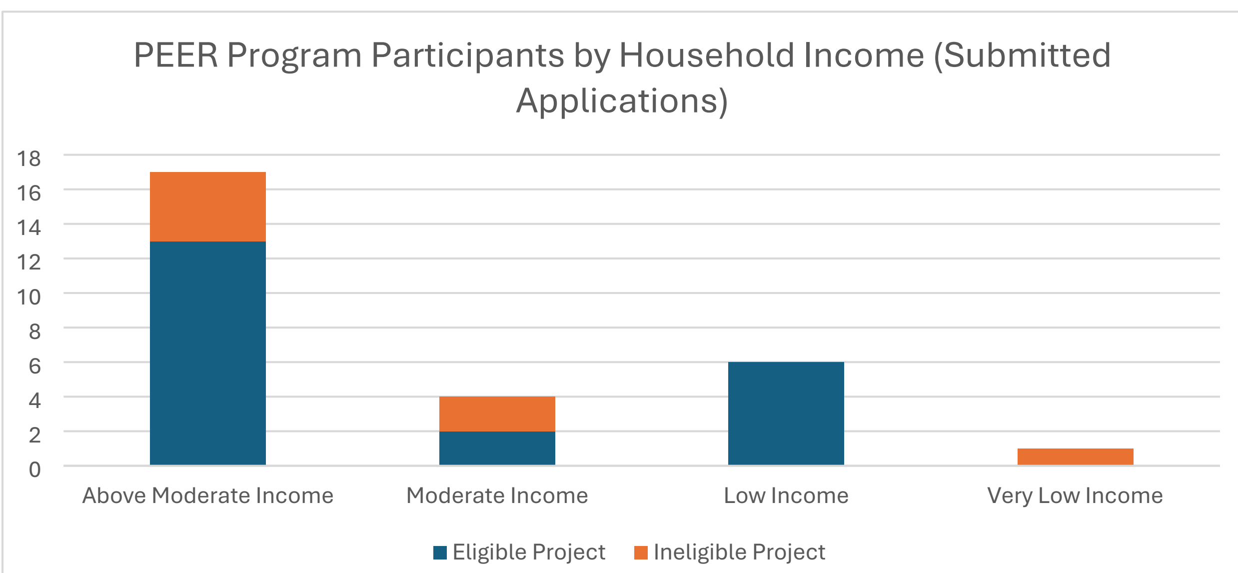
Application	Address	Income Bracket	Project Status	Scope of Work	Third-Party Incentives Awarded	Pinole Rebate Awarded	Total Project Cost (Before)	Total Project Cost (After)	Energy Savings	Therms Savings
28	4066 Marcas St	Above Moderate Income	PEER Program Rebate Check Issued	Duct Replacement; Heat Pump HVAC	TECH: $1,500 Metal Workers Union Rebate: $250	$5,000.00	$36,730.00	$31,480.00	-1585.99 kWh	332.88 therms

Application Information Summary

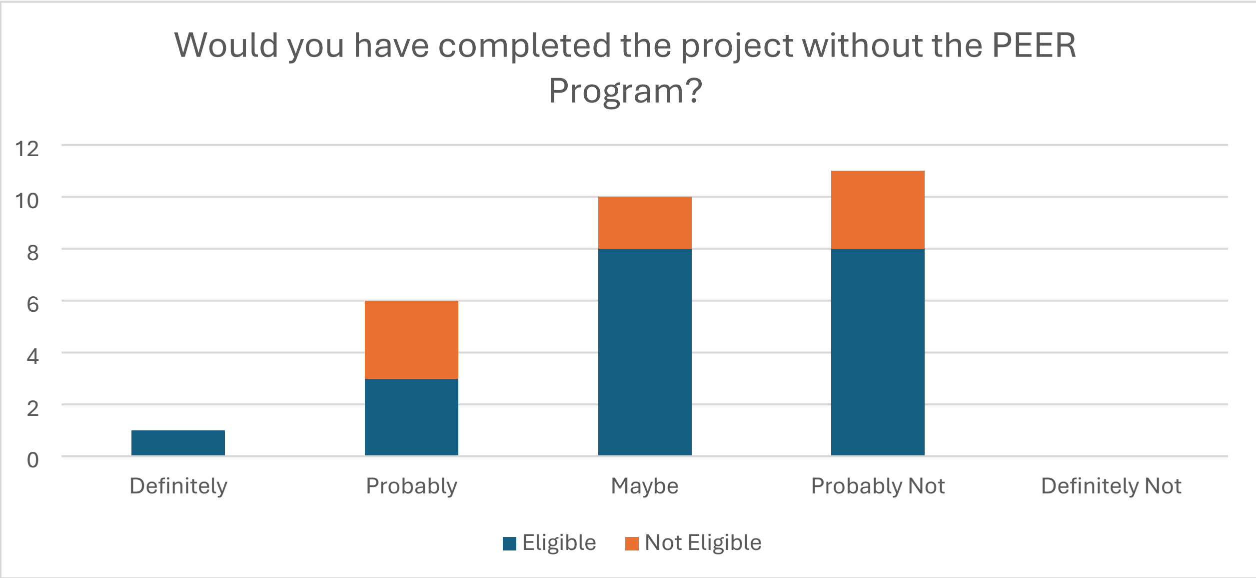
Of the 28 applications submitted, 17 were submitted from homes located in west Pinole and 11 were submitted from homes located in east Pinole.



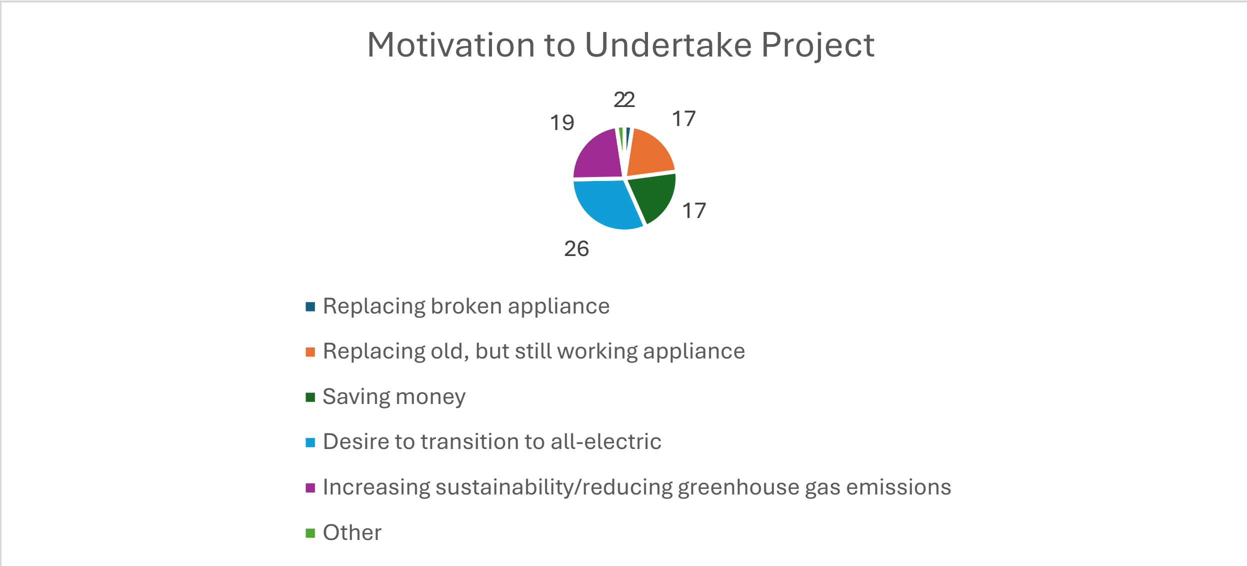
Based on the demographic information submitted through the PEER Program, of the 28 applications submitted to date, 17 of the projects were from households in the above moderate-income bracket, 4 projects were from households in the moderate-income bracket, 6 projects were from households in the low-income bracket, and one project was from households in the very low-income bracket.



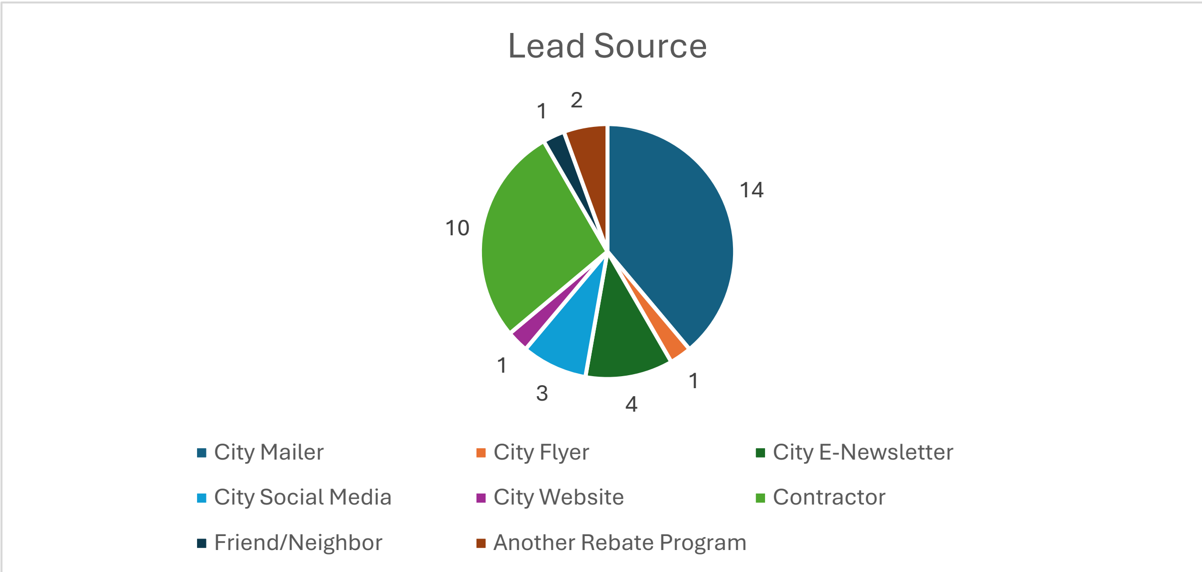
Of the 28 applications submitted to date, 1 household definitely would have completed their project, 6 households probably would have completed their project, 10 households might have completed their project, and 11 households probably would not have completed their project without the PEER Program. Based on this feedback, the PEER Program clearly played a role in motivating households to complete their energy efficiency/all-electric projects.



Through the online application, applicants could identify up to five different motivating factors that influenced them to undertake their project. 26 of the 28 completed applications identified the desire to transition to all-electric as a motivator. Increasing sustainability/reducing greenhouse gas emissions; replacing an old but still working appliance; and saving money were other frequently identified motivators.



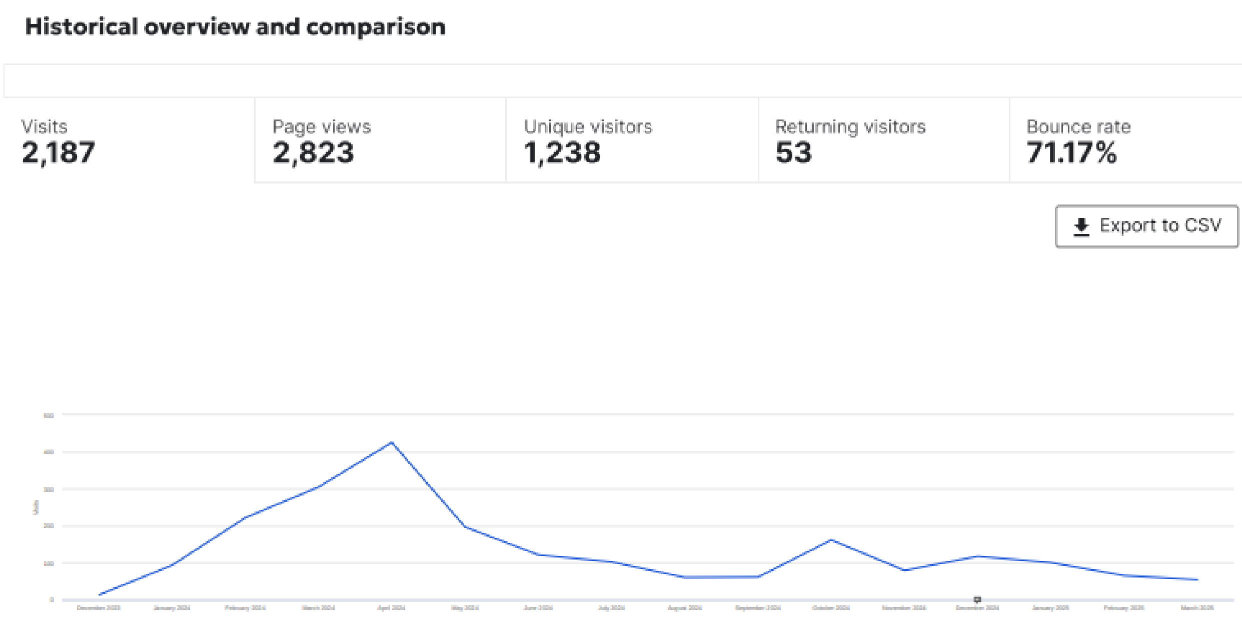
Of the 28 applications, the most common sources that households learned about the PEER Program was through the City-branded mailer and their contractor.



Marketing and Outreach

Webpage Activity

Webpage traffic to the PEER Program webpage peaked in the spring of 2024.



Budget

Staff Time

County staff coordinate with BayREN and MCE staff on an ongoing basis to provide PEER Program updates and identify opportunities to collaborate; correspond with interested residents, property owners, and contractors via email and phone to walk them through the steps necessary to participate in the PEER Program; prepare program marketing and outreach materials; and process submitted applications.

Staff time was spent on the PEER Program contract amendment in anticipation of additional funds to support the program through the City's California Energy Commission Local Government Building Decarbonization Challenge grant award and a supplemental form for additional document submissions. Staff updated existing marketing and outreach materials in preparation of a Q2 multifamily property owner outreach campaign in collaboration with the Contra Costa County BayREN Multifamily Program lead. Staff created an additional form for applicants to submit supplemental or corrected documents in response to applicant feedback about difficulty submitting additional or resubmitting corrected documents through the primary form.

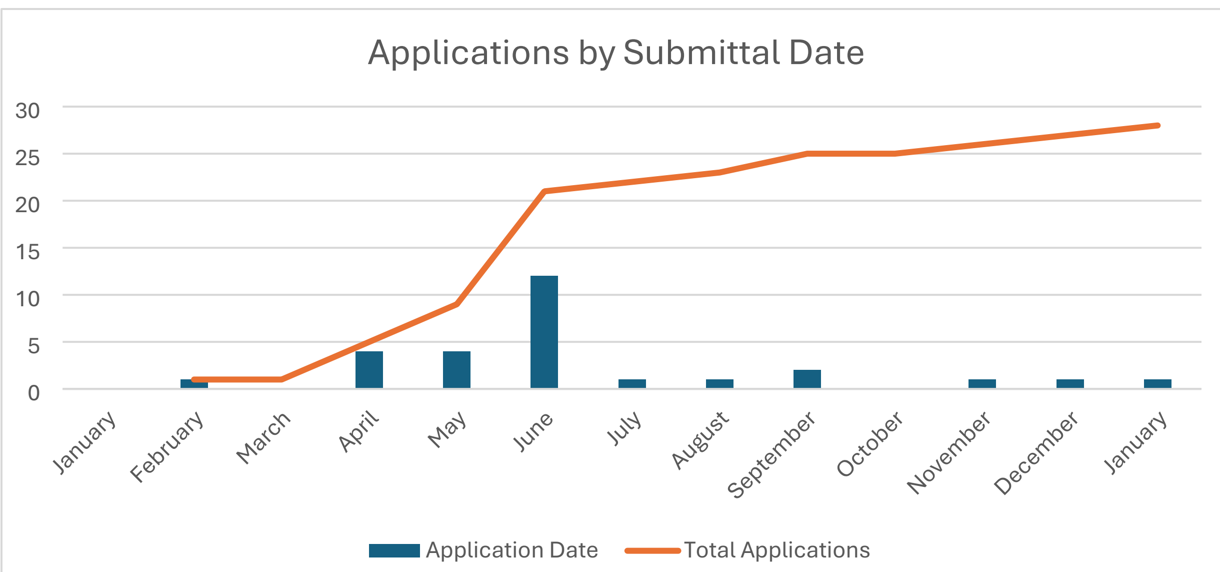
As of March 31, 2025, $45,557.79 of the program administration budget for the PEER Program agreement has been spent.

Marketing and Outreach

As of March 31, 2025, $15,171.52 of the marketing and outreach budget for the PEER Program agreement has been spent on printed materials and postage.

Conclusions

All applications submitted as part of Phase 1 have been processed and paid out.



CITY COUNCIL REPORT

9.D.

DATE: JULY 1, 2025

TO: MAYOR AND COUNCIL MEMBERS

FROM: Lilly Whalen, Community Development Director, 510-724-9832, lwhalen@pinole.gov
Keith Marks, Chief Building Official, 510-724-9016, kmarks@ci.pinole.ca.us

SUBJECT: RESOLUTION ACCEPTING A CAPACITY-BUILDING MICROGRANT FROM AARP TO SUPPORT EDUCATIONAL WORKSHOPS FOR THE PINOLE ACCESSIBLE LIVING (PAL) PROGRAM

RECOMMENDATION

Adopt a resolution (Attachment A) authorizing the City Manager to accept a $2,500 microgrant from AARP and execute any related agreements to support a series of educational workshops under the City's Pinole Accessible Living (PAL) Program

BACKGROUND

In March 2025, the City of Pinole applied for two funding opportunities through the AARP Community Challenge: a flagship grant to support permit fee waivers for accessibility upgrades, and a capacity-building microgrant to fund a series of educational workshops under the Pinole Accessible Living (PAL) Program. While the City was not selected for the flagship award, AARP awarded the City a $2,500 microgrant to support the educational component of the PAL Program. Although the agreement (Attachment B) was required to be signed by the City Manager prior to June 11, the grant award was embargoed until AARP's public announcement on June 18. As a result, staff is bringing this item to the next available City Council meeting for formal acceptance.

REVIEW AND ANALYSIS

The awarded microgrant will support a series of six interactive workshops from August through November 2025, designed to help older adults and individuals with disabilities make their homes safer, more accessible, and better suited for aging in place. Each session will draw on the AARP HomeFit Guide and feature expert speakers and local partners. Translation needs will be assessed for both print materials and in-person workshops.

Workshops will be held at the Pinole Senior Center and recorded by PCTV for repeat broadcast, extending their reach to the broader community. The City will promote the series through multiple outreach channels, including flyers at key public locations, announcements at community events, televised segments on PCTV, articles in *The Pulse* and *Rec & Roll,* posts on the City's website and social media, and promotion through the Pinole Senior Center and its partner networks. Additional outreach will take place through Pinole Library and via emails using the City's permitting system contact lists.

The tentative workshop schedule and draft topics are as follows:

AUGUST	SEPTEMBER	OCTOBER	NOVEMBER
• **Foundations of Universal Design** – An introduction to aging-in-place modifications and key accessibility principles	• **Making Homes More Accessible** – Step-by-step guidance on installing grab bars, lever handles, ramps, etc • **Navigating the Permitting Process** – Understanding when permits are required & how to apply for home accessibility upgrade	• **Energy Efficiency** – Tips for improving insulation, air sealing, and upgrading windows and HVAC systems • **Hiring Contractors** – How to find reputable professionals, manage costs, and ensure quality work	• **Home Safety and Emergency Preparedness** – Creating a safer home environment, including fire safety, emergency exits, and fall prevention

Following each workshop, the City will distribute participant surveys to evaluate the program's impact. The surveys will measure attendee satisfaction, knowledge gained, and whether participants plan to—or have already started—making accessibility improvements in their homes. To further assess outcomes, staff will include a question on building permit applications to identify whether a workshop inspired the project. This tracking will continue through calendar year 2026 to support the collection of meaningful metrics for future grant applications and program development.

By December 15, 2025, all grant activities will be completed, and a final After-Action Report will be submitted to AARP by December 31, 2025.

FISCAL IMPACT

The grant provides $2,500 to support program implementation. No General Fund match is required. Funds will be used for speaker stipends, facility rental, translation services, outreach materials, and participant comfort support (e.g., light refreshments). Acceptance of this microgrant poses no financial risk to the City.

ATTACHMENTS

A. Resolution
B. Exhibit A- Pinole AARP Agreement
C. Capacity Grant Application AARP-PAL

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE ACCEPTING A CAPACITY-BUILDING MICROGRANT FROM AARP TO SUPPORT EDUCATIONAL WORKSHOPS FOR THE PINOLE ACCESSIBLE LIVING (PAL) PROGRAM THROUGH CALENDAR YEAR 2025

WHEREAS, AARP established the Community Challenge grant program to support quick-action projects that make communities more livable for people of all ages; and

WHEREAS, the City of Pinole submitted a proposal for both flagship and microgrant funding to support the PAL Program, a City-led initiative focused on increasing home accessibility and supporting residents' ability to age in place; and

WHEREAS, the City was awarded a $2,500 capacity-building microgrant to conduct six educational workshops for older adults and individuals with disabilities, covering topics such as universal design, permitting, and home safety; and

WHEREAS, the City continues to seek funding sources to implement the permit fee waiver component of the PAL Program, but finds value in moving forward with the educational element as many accessibility improvements do not require a permit; and

WHEREAS, the City, by way of the Community Development Department, agrees to carry out the activities outlined in the grant agreement incorporated herein as Exhibit A, and submit a final after-action report by December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pinole hereby accepts the $2,500 microgrant from AARP and authorizes the City Manager, or her designee, to execute all documents necessary to implement the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 1st day of July, 2025**,** 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 1st day of July, 2025.

____

Heather Bell, CMC

City Clerk

May 15, 2025

AARP Community Challenge Microgrant Agreement

This AARP Community Challenge Microgrant Agreement ("Agreement") serves as an agreement between **AARP**, a social welfare organization located at 601 E Street NW, Washington, DC 20049, and **City of Pinole**, **a municipality,** located at **2131 Pear Street, Pinole, California 94564** ("Organization").

Whereas, AARP wishes to grant Organization funding for the purposes set forth herein, and Organization wishes to perform the grant activities described herein. Therefore, in consideration of the mutual promises and advantages to the parties (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows.

1. **Agreement Contacts.** The AARP contact person for this Agreement is Mike Watson, and the Organization contact person is Lilly Whalen.

2. **Funding.** AARP shall provide Organization with a one-time payment of grant funding in the amount of **$2,500.00** ("Grant Funds").

3. **50+ Focus.** Organization will use the Grant Funds to improve the local community with a focus on the needs of people age 50+ through the execution of the Grant Activities (defined below).

4. **Project Timeline and Reporting Requirements.** Organization will perform the Grant Activities described herein between the date of execution of this Agreement and **December 15, 2025, at 11:59 p.m.** ("Grant Period"). Organization agrees to submit to AARP a financial and programmatic after-action report ("AAR") provided by AARP, which is incorporated herein by reference, on or before **December 31, 2025** ("AAR Deadline"). The AAR will detail all progress or achievement of the Grant Activities described herein and must include a description of Grant Activity outputs and outcomes. It may include personal stories from residents who have benefited from the community improvements, which AARP and its grantors may publicize and distribute without limitation. The AAR may also include an itemized listing of any and all expenditures and drawdowns of the Grant Funds made during the Grant Period. Organization will submit the AAR with visuals (photos and/or video). Organization agrees that the submission of the AAR at the conclusion of the project is required by the AAR Deadline and failure to submit the AAR will result in the removal from the AARP website until the time of submission, and non-completion will disqualify an applicant from future AARP Community Challenge grant programs.

5. **Scope of Grant and Anticipated Activities to Be Funded.** Organization shall use the Grant Funds to undertake the following activities in **Pinole, California** during the Grant Period and achieve the following deliverables (collectively "Grant Activities"):
   A. **HomeFit Modifications.** Implement educational offerings and modifications to make homes safe and comfortable (especially for people age 50+) informed by the [AARP HomeFit Guide](https://www.aarp.org/livable-communities/housing/info-2020/homefit-guide.html) (available at https://www.aarp.org/livable-communities/housing/info-2020/homefit-guide.html)

and with support from RL Mace Universal Design Institute, a nonprofit organization focused on making the built environment easier to use and safer to live in for everyone at all ages and stages of life.

i. Organization will host six (6) educational trainings about how to make homes safer and more comfortable for people of all ages (with participation targeted to people 50-plus).
ii. Organization will endeavor to engage a total of 120 community members to attend the trainings and/or participate in simple home modifications and easy home safety and accessibility solutions (with participation targeted to people 50-plus).
iii. Organization will document simple modifications and/or accessible safety solutions through six (6) resources (e.g., displays, photos, videos, press releases, social media, etc.) for dissemination to community for increased awareness and adoption.

6. **Grant Activity Related Content and Representations and Warranties.** Organization agrees that the Grant Activities and all materials created and distributed in connection with the Grant Activities will be nonpartisan, will not be in support of or opposition to any political candidate, and will not promote a for-profit, a product or for-profit service. Organization represents and warrants that such materials will not contain any matter that is defamatory, unlawful, or in any way infringes, invades, or violates any right of any person or entity, including privacy, publicity, copyright, and trademark.

7. **Term and Termination.** The effective date of this Agreement will be the date of execution, and the Agreement shall automatically terminate on **December 31, 2025** (“Term”). The Agreement may be terminated by AARP at any time and for any reason upon written notification to Organization. In such event, Organization shall return all unexpended portions of the paid Grant Funds to AARP with receipts and other documentation to substantiate the returned amount within forty-five (45) days of written receipt of early termination from AARP, and AARP shall have no further obligation to provide Organization with any Grant Funds.

8. **Insurance.** Organization is responsible for all Grant Activities performed under this Agreement. Organization will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Grant Activities in accordance with generally accepted industry standards and as required by law. Organization may self-insure to meet the minimum insurance requirements of this section. Organization will also ensure contractors, agents, subcontractors, and providers of services engaged by Organization to perform services under this Agreement shall maintain insurance coverage consistent with this section.

9. **Indemnification.** To the extent allowable by applicable law, each party (the “Indemnifying Party”) shall defend, indemnify, and hold harmless the other party, its affiliates, and their respective partners, officers, employees, directors, agents, and representatives (each of whom is an “Indemnified Party”) against all liability, loss, suits, penalties, claims or actions, including any costs, damages, expenses (including attorneys’ fees and court costs), judgments, settlements or other liabilities, of every name and description brought by a third party in connection with the performance of this Agreement by the Indemnifying Party except to the extent caused by the gross negligence or willful misconduct of the

Indemnified Party. The termination or expiration of this Agreement will not affect the continuing obligations under this provision.

10. **Trademark Use.** Organization agrees that it will acknowledge AARP funding support of its Grant Activities using AARP-provided branding and language and in compliance with the Community Challenge Promotional Toolkit provided by AARP, which is incorporated herein by reference. AARP grants Organization the nonexclusive right to use its name and logo at no cost only in connection with the Grant Activities and in compliance with the Community Challenge Promotional Toolkit provided by AARP. In connection with the Grant Activities and AARP's promotion thereof, Organization grants AARP the nonexclusive right to use its name and logo at no cost in connection with the Grant Activities mentioned above. All trademark licensee grants under this section are non-transferable and Organization shall not create any new use of the AARP trademark upon expiration or termination of this Agreement.

11. **No Collection of AARP Member Data.** At no time shall Organization collect or maintain any information from individuals involved in the Grant Activities that shall directly or indirectly identify such individuals as AARP members, member-prospects, or individuals interested in AARP.

12. **General Terms.** This Agreement represents the entire Agreement between Organization and AARP and can only be amended in writing with a document signed by both parties. If there are any conflicts between any forms or documents exchanged by the parties, the terms and conditions of this Agreement will control. The parties agree that this Agreement will be governed by the Laws of the State of California without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement is declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected but will remain in full force and effect.

The parties agree that electronic and/or digital signatures are valid and enforceable. If the above correctly reflects your understanding, please sign below and return a signed copy to the AARP contact person shown in Section 1.

Sincerely,

Mike Watson, Director, Livable Communities

ACCEPTED AND AGREED TO ON BEHALF OF ORGANIZATION:

Signed by:

Signature: Kelcey Young Date: 6/11/2025

8024A02B3DF4495...

Printed name and title: Kelcey Young City Manager

Application: 26157

City of Pinole

Started at: 3/4/2025 04:17 PM - Finalized at: 3/4/2025 04:38 PM

Page: Basic Information

Category

Capacity-Building Microgrant

Capacity-Building Microgrant Application

1. Common name of Applicant Organization (Max: 60 characters)

City of Pinole

Legal Name of Applicant Org

Organization Street Address

2131 Pear Street

Organization Street Address Line 2

Organization City

Pinole

Organization State

California

Organization Zip / Postal Code

94564

Organization's Project Manager First / Last Name

Lilly Whalen

Organization's Project Manager Title

Community Development Director

Organization's Project Manager Phone

+1 510-954-6450

Organization's Project Manager Email

LWhalen@pinole.gov

4. Organization Tax Status

A municipality

5. Organization Federal Tax Identification Number

946000394

Website

www.pinole.gov

X Handle (formerly Twitter)

@PinoleCA

Facebook Page Name

@CityofPinole

7. Has your organization applied for an AARP Community Challenge previously?

No - Did not apply

8. How did you hear about this grant opportunity?

Word of mouth in the community

Page: Community Details

Note: This information is for AARP's internal analysis only, and will not be used in award information, etc.

City

Pinole

County

CA

State

California

Zip Code

94564

10. Would you describe this community as:

Urban

11. How many residents do you estimate will directly benefit from the project per year?

120

Please estimate the percentage (%) of those residents that are age 50 or over:

100

Residents - Please explain:

We estimate that 120 residents will directly benefit from the PAL Program's educational workshop series per year. The workshops will provide practical guidance on home accessibility modifications, universal design, and financial resources, equipping attendees with the knowledge to make informed housing decisions. Additionally, we anticipate that at least 10-20 participants will apply for permit fee waivers after attending a workshop, leading to direct accessibility upgrades in their homes. Many others will implement home improvements independently based on workshop insights. By recording attendance numbers, participant feedback, and home modifications resulting from workshop participation, the City will track the long-term impact of these educational efforts on housing accessibility in Pinole.

12. This project will primarily reach residents living:

Across more than one neighborhood

Page: Microgrant Project Details

13. Microgrant Project Category

HomeFit® Guide Modifications – Implement education, simple home modifications and accessible safety solutions to create and maintain "lifelong homes" (especially for people age 50-plus), with support from RL Mace Universal Design Institute and using the AARP HomeFit® Guide.

AARP Publications

AARP HomeFit® Guide (Chinese)

AARP HomeFit® Guide (Chinese) Quantity

15

18. HomeFit® Modifications Category Deliverables:

Organization will host ## educational trainings about how to make homes safer and more comfortable for people of all ages (with participation targeted to people 50-plus)., Organization will engage ## of community members to attend the trainings and/or participate in simple home modifications and easy home safety and accessibility solutions (with participation targeted to people 50-plus)., Organization will document simple modifications and/or easy home safety and accessibility solutions through ## resources (e.g., displays, photos, videos, press releases, etc.) for dissemination to community for increased awareness and adoption., Other

HomeFit® Educational Trainings Quantity:

6

HomeFit® Community Members Quantity:

120

HomeFit® Resources Quantity:

6

HomeFit® Other Quantity:

10

Please Describe HomeFit® Other:

We anticipate at least 5-10 permit applications will originate from workshop attendance, as participants gain knowledge on accessibility modifications and apply for permit fee waivers. Applications will be tracked to measure how the workshops lead to real home improvements.

14. Project Short Summary

The PAL Program will host 6 workshops to educate 120 older adults and individuals with disabilities on universal design and home accessibility solutions. Attendees will learn how to make their homes safer and navigate the permitting process. At least 5-10 participants are expected to apply for permit fee waivers for accessibility upgrades. Educational materials, demonstrations, and expert-led discussions will empower residents to make informed housing decisions and safely age in place.

15. The Need

Many older adults and individuals with disabilities in Pinole face financial and informational barriers to making their homes safer. Permit fees and lack of knowledge about home modifications prevent accessibility upgrades. The PAL Program's workshops will equip 120 residents with the resources and guidance needed to navigate modifications and apply for permit fee waivers, ensuring more people can age in place safely and affordably.

16. Additional Project Activities

YES

AARP Community Challenge projects should be quick-action in nature and able to be completed by December 15, 2025. Please provide a brief project timeline using the month boxes below. ***Be sure to include time to receive any municipal approvals, land-use agreements, request for proposals/contractor bidding process and approvals, impact of potential weather (heat, cold, rain), supply chain lead time, etc.***

NOTE: We anticipate that grantees will receive selection notifications in May and payment in June/July. Projects must be completed by December 15 and After-Action Reports are due December 31, 2025. Please see Your Questions Answered for more information on the grant cycle timeline.

June:

Grant funds received. Begin planning logistics: secure venue, confirm speakers, and develop workshop materials.

July:

Launch outreach efforts via senior newsletters, social media, direct mail, and partnerships with local nonprofits.

August:

1st workshop held: Foundations of Universal Design – An introduction to aging-in-place modifications and key accessibility principle

September:

2nd workshop: Making Homes More Accessible – Step-by-step guidance on installing grab bars, ramps, and stair lifts & 4th workshop:Navigating the Permitting Process – Understanding when permits are required&how to apply for home accessibility upgrades

October:

4th: Energy Efficiency – Tips for improving insulation, air sealing, and upgrading windows and HVAC systems. 5th: Hiring Contractors – How to find reputable professionals, manage costs, and ensure quality work

November:

Final workshop held: Home Safety and Emergency Preparedness – Creating a safer home environment, including fire safety, emergency exits, and fall prevention.

December:

Collect surveys to track how knowledge leads to home modifications. Dec 15: Complete grant activities. Dec 31: Submit After-Action Report to AARP with attendance data, feedback, permit applications, and documented home improvements.

Page: Microgrant Project Narrative and Budget

19. Community Engagement

The City of Pinole has long engaged older adults in livability efforts through the Pinole Senior Center, housing workshops, and accessibility initiatives. Residents 50+ have shaped policies on housing, mobility, and aging in place. For this project, the City will partner with local nonprofits, senior advocates, and volunteers to promote workshops, assist with registration, and support outreach. Attendees will provide feedback on home modifications, ensuring continued engagement in accessibility solutions.

20. Older Adults

The PAL Program will equip residents 50+ with knowledge on home accessibility, universal design, and affordable modifications to help them age in place safely. Through six workshops, 120 older adults will gain practical guidance on making homes safer and more comfortable. The program will also connect participants to permit fee waivers, reducing financial barriers to accessibility upgrades. By providing expert insights, resources, and peer engagement, the project empowers older adults to make informed home modification decisions

21. Role of Volunteers

Yes

Please explain how volunteers will be involved in implementing the project:

Yes, volunteers will play a key role in implementing the PAL Program. Community volunteers, including older adults from the Pinole Senior Center and local advocacy groups, will assist with outreach, workshop logistics, and participant support. Volunteers will help promote workshops, register attendees, and facilitate discussions. They will also assist in tracking workshop impact, gathering participant feedback, and ensuring accessibility resources reach those in need, strengthening community engagement.

Will volunteers age 50 and older play a role in implementing the project?

Yes

Please Explain:

Yes, volunteers age 50 and older will play a key role in implementing the PAL Program.

Older adult volunteers from the Pinole Senior Center, local nonprofits, and advocacy groups will be actively involved in workshop outreach, logistics, and participant support. Their lived experience with aging-in-place challenges makes them trusted messengers, encouraging participation among their peers.

These volunteers will help promote workshops, register attendees, and assist with workshop facilitation by sharing their own experiences with home modifications. They will also support data collection efforts, helping track participant feedback, permit applications originating from workshops, and home improvements inspired by the program.

By engaging 50+ volunteers, the PAL Program fosters peer-driven learning, strengthens community connections, and ensures accessibility resources reach those who need them most.

22. Diversity, Equity, and Inclusion

Yes

Please select the one or two who will be primarily impacted:

People with Disabilities

Please describe how the effort benefits or engages this population (including any emphasis on people 50-plus and their families).

Yes, the PAL Program will focus on and benefit historically marginalized populations, particularly older adults with disabilities and low-income residents.

The PAL Program's workshops will engage and educate older adults, individuals with disabilities, and their families on home accessibility modifications, universal design, and financial resources. Many of these residents face economic and mobility challenges, making it difficult to navigate the permitting process or afford accessibility upgrades. By providing free educational sessions and connecting residents with permit fee waivers, the program ensures that low-income and disabled older adults have access to critical home modifications that support aging in place safely and affordably.

The City of Pinole will conduct targeted outreach through the Pinole Senior Center, disability advocacy organizations, and local nonprofits to ensure that these populations are aware of the program and can participate. Volunteers, including 50+ community members, will assist with outreach, workshop facilitation, and peer support, ensuring an inclusive and accessible learning environment.

By removing financial and knowledge barriers, the PAL Program advances housing equity and ensures that older adults with disabilities and those from historically underserved communities can live safely, independently, and with dignity in their homes.

23. Liability Insurance

Yes

24. Project Budget Breakdown

The PAL Program’s educational workshop series will use the $2,500 microgrant to fund guest speaker stipends, outreach and marketing efforts, and participant comfort support to ensure workshops are engaging, accessible, and well-attended.

Guest Speaker Stipends ($1,800) – Six subject matter experts will receive a $300 stipend each to present on topics including universal design, home modifications, accessibility planning, and contractor selection.

Marketing & Outreach ($400) – Funds will support printing materials (flyers, workshop guides) and advertising costs to promote the workshops through senior newsletters, direct mail, social media, and community partners.

Workshop Comfort Support ($300) – To ensure an inclusive and welcoming experience, funds will provide light refreshments (food and drinks) for participants at each session.

This funding will allow the City of Pinole to host six interactive workshops, equipping 120+ older adults and individuals with disabilities with the knowledge and resources to improve home accessibility and age in place safely.

25. Livable Newsletter Consent

YES, I consent

26. Other Funding

Yes

An opportunity for other possible AARP funding. Please note that by submitting a proposal for the AARP Community Challenge initiative, you and your organization give AARP permission to reach out to you and others at your organization about other possible AARP funding opportunities that your proposal may be eligible for based on the AARP Community Challenge criteria. However, please note that AARP is not obligated in any way to consider your proposal for any additional AARP funding.

Page: Notification

When you SUBMIT this application, you will receive a confirmation email within the hour. Please make sure to check your spam folder if you do not see it. If you do NOT receive a submission confirmation, you have NOT submitted successfully. Please go back and make sure you completed ALL required questions and did not go over the text box character limits.

All applicants will be notified of their selection by email in May 2025. To receive funding, selected applicants must execute and return a binding Memorandum of Understanding and completed financial forms to the AARP National office in a timely manner.

TERMS AND CONDITIONS

If you submit this application, you agree on behalf of yourself and your organization to release AARP and its affiliates and their respective officers, directors, employees, contractors, agents and representatives from all liability associated with submission and evaluation of your organization's application.

By submitting an application to AARP, the applicant agrees that:

- The decisions of AARP regarding the eligibility of applicants and the validity of entries shall be final and binding.
- All submissions will be judged by AARP, whose decisions and determinations as to the administration of the award and selection of award recipients are final.
- AARP has the right, in its sole discretion, to cancel, or suspend the award.
- All projects and applications shall not violate any third-party rights.
- Except where prohibited by law, participation in the AARP Community Challenge constitutes the Applicant's consent to AARP's use of the organization's name and corporate logo, street address, city, state, zip code, county, and names, likenesses, photographs, videos, images, and statements made or provided by the Applicant's representatives regarding the award for promotional purposes in any media without further permission, consent, payment or other consideration in perpetuity.
- For the *Flagship* and the *Demonstration Grant*, the organization agrees to carry and maintain comprehensive general liability and professional liability in an amount not less than one million dollars ($1,000,000) and workers' compensation insurance in an amount as required by applicable law covering all personnel engaged in the execution of the grant.
- For the *Capacity-Building Microgrant,* the organization agrees to carry and maintain comprehensive general liability insurance in an amount that's appropriate to cover the potential liability of the project as determined by the organization.
- All promotional materials (such as newsletters, press releases), events and signage related to the funded project will include a statement indicating that support was received from AARP and Community Challenge supporters as required by AARP.
- The organization is required to capture photos, videos and/or stories from the project. As the organization captures photos, videos and/or stories from the project, if an identifiable individual appears in the photos, videos and/or stories, the organization is responsible for having him/her sign the AARP General Release. (This document is provided to grantees with the Memorandum of Understanding and other required paperwork). In addition, the organization should not include any element in photos or videos provided to AARP that may violate third party rights, such as artwork and trademarks in text and logo other than those owned by the organization and AARP. The organization may be asked to send work-in-progress photos to AARP upon request. Following the grant period, grantees are required to respond to periodic requests for updates from AARP.
- The submission of the After-Action Report at the conclusion of the project is required by the deadline. Failure to submit the required report will result in the removal from the AARP website until the time of submission, and non-completion will disqualify an applicant from future AARP Community Challenge grant programs.
- AARP and its affiliated organizations, subsidiaries, agents and employees are not responsible for late, lost, illegible, incomplete, stolen, misdirected, illegitimate, or impermissible submissions or any other error whether human, mechanical or electronic.

CITY COUNCIL REPORT

9.E.

DATE: JULY 1, 2025

TO: MAYOR AND COUNCIL MEMBERS

FROM: Lilly Whalen, Community Development Director, 510-724-9832, lwhalen@pinole.gov
David Hanham, Planning Manager, 510-724-9842, dhanham@pinole.gov

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 4 TO THE AGREEMENT WITH MICHAEL BAKER INTERNATIONAL TO SUPPORT ADDITIONAL OUTREACH FOR THE SAFETY AND HEALTH & ENVIRONMENTAL JUSTICE ELEMENTS

RECOMMENDATION

Adopt the attached resolution (Attachment A) authorizing the City Manager to execute Amendment No. 4 (Attachments B & C) to the Consulting Services Agreement with Michael Baker International, increasing the contract amount by $5,000 to support additional community outreach related to the update of the City's Safety Element and the development of the Health & Environmental Justice Element.

BACKGROUND

In March 2022, the City entered into an agreement with Michael Baker International (MBI) to update the Housing, Safety, and Health & Environmental Justice (Health & EJ) Elements of the General Plan (Attachment D). Amendments Nos. 1–3 (Attachment E) extended the term of the contract. Much of the Safety and Health & EJ work was developed in tandem with the Housing Element during 2022–2023. However, following the adoption and certification of the Housing Element in 2023, work on the Safety and Health & EJ Elements was temporarily paused to prioritize implementation of time-sensitive housing programs.

Staff has recently resumed work on these elements, updated content to reflect current conditions (such as new Cal Fire mapping and participation in the countywide Hazard Mitigation Plan), and initiated required consultations. MBI is now preparing the Public Review Drafts of the Safety and Health & EJ Elements with the goal of bringing them forward for adoption in fall 2025.

REVIEW AND ANALYSIS

The original scope of work for the $481,360 contract with Michael Baker International included preparation of the City's 6th Cycle Housing Element and updates to the Safety and Health & Environmental Justice Elements of the General Plan. At a very high level, this work entailed:

- Housing Element research, public engagement, site inventory, policy development, and HCD review and certification
- Safety Element updates in compliance with Senate Bill 379, including climate vulnerability and adaptation analysis
- Development of the Health & Environmental Justice Element in compliance with Senate Bill 1000
- Integration of Affirmatively Furthering Fair Housing (AFFH) requirements
- Hearings and adoption support for all three elements

While the Housing Element work was completed and certified in 2023, remaining tasks under the contract include:

- Finalization of the Safety and Health & Environmental Justice Elements (Public Review and Final Deliverables)
- AB 2140 coordination with Cal OES (to align the Safety Element with the County's Hazard Mitigation Plan)
- Virtual support for one Planning Commission and one City Council hearing

To enhance engagement during the final phase of this work, staff recommends an additional community workshop focused on the Safety and Health & Environmental Justice Elements. This outreach would be hosted in-person in Pinole with virtual consultant support. MBI has submitted a scope of services (Attachment C) to conduct this additional work for a fixed fee of $5,000.

This amendment brings the total contract amount from $481,360 to $486,360 and will help ensure inclusive participation ahead of final adoption in fall 2025.

FISCAL IMPACT

The proposed Amendment No. 4 increases the contract amount with Michael Baker International by $5,000, from $481,360 to $486,360, to support additional community outreach related to the Safety and Health & Environmental Justice Elements.

The adopted FY 2025–26 budget includes $19,000 specifically allocated for completion of these elements. This amount is sufficient to cover the remaining contract balance of $13,851.60, as well as the $5,000 outreach amendment. Therefore, no additional appropriation or supplemental funding is required, and this action will not result in any new fiscal impact to the General Fund or Planning and Building Fund.

ATTACHMENTS

A. Resolution
B. Exhibit A MBI Amendment No 4
C. Exhibit A to Attachment B- Pinole Additional Work Request Scope #1 (002)
D. Housing-Safety-Health-EJ Update MBI Original Contract 2022
E. Amendments No 1-3

ATTACHMENT A
RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 4 TO THE AGREEMENT WITH MICHAEL BAKER INTERNATIONAL TO SUPPORT ADDITIONAL COMMUNITY OUTREACH FOR THE SAFETY AND HEALTH & ENVIRONMENTAL JUSTICE ELEMENTS

WHEREAS, the City of Pinole entered into a Consulting Services Agreement with Michael Baker International (MBI) on March 9, 2022, for the preparation of the City's Housing, Safety, and Health & Environmental Justice Elements as part of the General Plan Update, for a not-to-exceed amount of $481,360; and

WHEREAS, the Agreement has been previously amended three times to extend the contract term through December 31, 2025; and

WHEREAS, the Housing Element was adopted and certified in 2023, while work on the Safety and Health & Environmental Justice Elements was temporarily paused to allow implementation of time-sensitive housing programs; and

WHEREAS, the City has recently resumed this work and intends to complete the Safety and Health & Environmental Justice Elements for public review and adoption in fall 2025; and

WHEREAS, staff recommends adding a public workshop to broaden community outreach during the final phase of the process; and

WHEREAS, Michael Baker International has submitted a scope of services for this additional outreach effort at a fixed fee of $5,000; and

WHEREAS, the adopted FY 2025–26 budget includes $19,000 specifically allocated for the completion of the Safety and Health & Environmental Justice Elements, and no additional appropriation is required;

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

Section 1: The City Council approves Amendment No. 4, Exhibit A incorporated herein, to the Consulting Services Agreement with Michael Baker International, increasing the not-to-exceed contract amount by $5,000, for a total revised amount of $486,360.

Section 2: The City Manager is hereby authorized to execute Amendment No. 4 and any related documents necessary to implement this action.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 1st day of July, 2025**,** 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 1st day of July, 2025.

____
Heather Bell, CMC
City Clerk

AMENDMENT No. 4 TO THE
CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PINOLE AND
THE MICHAEL BAKER INTERNATIONAL

This Fourth Amendment to the Consulting Services Agreement dated March 9, 2022 (the “Agreement”), between the City of Pinole, a general law city and municipal corporation, (“City”) and Michael Baker International (MBI) (“Consultant”) (together sometimes referred to as “Parties”) is approved as of the date executed below.

RECITALS

WHEREAS, the Parties entered into the Agreement to provide consulting services for the City’s Housing, Safety, and Health & Environmental Justice Elements; and

WHEREAS, the original contract amount was Four Hundred Eighty-One Thousand Three Hundred Sixty Dollars ($481,360); and

WHEREAS, the Agreement was previously amended three times to extend the term of services, most recently through December 31, 2025; and

WHEREAS, the City has reinitiated work on the Safety and Health & Environmental Justice Elements and desires to expand community outreach during the public review process; and

WHEREAS, Consultant has submitted a scope of services dated May 16, 2025, to virtually support a public workshop in support of the Safety and Health & Environmental Justice Elements for a fixed fee of Five Thousand Dollars ($5,000); and

WHEREAS, the Parties wish to amend the Agreement to increase the total compensation accordingly; and

WHEREAS, any increase to the total compensation under the Agreement must be made in writing and signed by both Parties, as provided for in Sections 2.4 and 8.3 of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Compensation. Section 2 of the Agreement is hereby amended to increase the total not-to-exceed compensation by Five Thousand Dollars ($5,000), for a revised total contract amount of Four Hundred Eighty-Six Thousand Three Hundred Sixty Dollars ($486,360).

2. Additional Scope of Services. The Agreement is amended to incorporate the additional outreach scope of work outlined in the document titled *"Scope of Services for the City of Pinole Safety/EJ Outreach Services (Additional Work Request)"* dated May 16, 2025 (attached as Exhibit A to this Amendment).

3. Effect of Amendment. Except as specifically amended herein, all terms and conditions of the Agreement, as previously amended, shall remain in full force and effect. In the event of any conflict between this Amendment and the Agreement, this Amendment shall control.

The Parties have executed this Amendment to the Agreement as of the date signed by the City.

City of Pinole	Contractor, Michael Baker International
___________________________	______________________
Kelcey Young, City Manager	Trudi Lim, Sr. Vice President, Western Regional Director
Dated: ____________________	Dated: __________________

Attest:

____

Heather Bell, City Clerk

Approved as to Form:

____

Eric S. Casher, City Attorney

Michael Baker INTERNATIONAL

We Make a Difference

Scope of Services and Cost Proposal

TO:	David Hanham, Planning Manager – City of Pinole
FROM:	Noelle Anderson, Project Manager, Michael Baker International
	Michael Yaffe, Department Manager – Planning, Michael Baker International
	Richard Beck, Office Executive/Vice President Michael Baker International
DATE:	May 16, 2025
SUBJECT:	Scope of Services for the City of Pinole Safety/EJ Outreach Services (Additional Work Request)

Michael Baker International, Inc. (Michael Baker) is pleased to submit the following Additional Work Request (AWR) for continued services on the City's Safety Element and Environmental Justice Element. This scope includes additional outreach servcies prior to Safety and Environmental Justice Element public review, hearings and adoption. Based on our coordination, please find below a description of our scope of services and cost proposal.

Scope of Work

Michael Baker International (MBI) will facilitate a virtual outreach meeting focused on the Safety and Environmental Justice (EJ) Element of the City of Pinole's General Plan. The purpose of this meeting is to inform and engage community members, gather feedback, and document input to support the Public Review Draft Safety/EJ Element. The meeting will be hosted on a virtual platform such as Zoom, last approximately 90 minutes, and be facilitated by two MBI staff members. Attendees will include community stakeholders, City staff, and members of the public.

In preparation for the meeting, MBI will coordinate with City staff to finalize logistics, including the date, time, and platform. Presentation slides will be prepared to cover an overview of the Safety and EJ Element, key issues and opportunities, and community input goals. A meeting agenda and facilitator talking points will also be drafted. Deliverables for this phase include finalized outreach materials, the presentation slide deck, and the facilitation guide.

During the meeting, MBI will host and moderate the session, present key content, facilitate discussion, manage Q&A, and provide live technical support. Real-time documentation of participant input and questions will be captured. Following the meeting, MBI will prepare a summary memo that includes an attendance list, a summary of the discussion and community feedback, and any relevant screenshots or recordings. Deliverables will include a draft and final meeting summary memo and annotated presentation slides, if applicable.

This scope assumes that the City will distribute outreach materials through its communication channels and that any interpretation or translation services will be coordinated separately. All materials will be delivered in digital format.

Budget

Michael Baker will complete these services on a fixed-fee, total not to exceed **$5,000.00.**

Our team is available to initiate work as soon as notice to proceed is issued. If you have any additional questions, please contact Noelle Anderson at (949) 633-6183 or noelle.anderson@mbakerintl.com

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC.

Richard Beck

Richard Beck, Principal-in-Charge
Vice President – Office Executive
(949) 855-3687
rbeck@mbakerintl.com

Noelle Anderson

Noelle Anderson, Project Manager
Planning Department
(949) 633-6183
noelle.anderson@mbakerintl.com

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PINOLE AND MICHAEL BAKER INTERNATIONAL

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and Michael Baker International, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of March 9, 2022 (the "Effective Date") in Pinole, California.

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2023, and Consultant shall complete the work described in Exhibit A by that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

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

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed Four Hundred and Eighty-One Thousand and Three-Hundred and Sixty Dollars ($481,360.00), for all work set forth in Exhibit A and all reimbursable expenses incurred in performing the work. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and shall not exceed sixteen thousand and eight hundred dollars ($16,800.00). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability

Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 (04/13) and CG 20 37 (04/13).

c. For any claims related to this Agreement or the work hereunder, the Consultant's Commercial General Liability and Automobile Liability insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

d. The Commercial General Liability and Automobile Liability policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

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

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

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

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

4.4.2 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 **Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than FIVE-HUNDRED THOUSAND DOLLARS ($500,000.00)

4.4.4 **Wasting Policies.** Except for Professional Liability insurance, no policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 **Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.4.8 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

a. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

b. Terminate this Agreement.

Section 5. INDEMNIFICATION AND C ONSULTANT'S RESPONSIBILITIES.

5.1 **General Indemnification.** Consultant shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury (“Claims”), in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and subcontractors which alleged negligent acts, omissions, or willful misconduct arise out of or are in connection with the performance of the Services, the Project or this Agreement, reasonable attorneys’ fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid Claims that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such Claims. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys’ fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This Section 5.1 shall survive any expiration or termination of this Agreement.

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

Section 6. STATUS OF CONSULTANT.

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

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

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use, therefore any reuse or modification by City of any such materials on other projects without Consultant's prior written consent shall be at the sole risk of the City and Consultant shall not be held liable for any negative results of such reuse or modification. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

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

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

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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Initialed by City Attorney's Office

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

______________________ ______________________

______________________ ______________________

10.8 **Waiver of Consequential Damages.** Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

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

10.10 **Contract Administration.** This Agreement shall be administered by Community Development Director who shall act as the City's representative. All correspondence shall be directed to or through Community Development Director or his or her designee.

10.11 **Notices.** Any written notice to Consultant shall be sent to:

Michael Baker International, Inc.
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670
Attn: Susan Veazey

Any written notice to City shall be sent to:

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

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

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

10.14 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

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

CITY OF PINOLE

DocuSigned by:
008692C995E4430...
Andrew Murray, City Manager

CONSULTANT

DocuSigned by:
Ali Seyedmadani
1C9E229E5ACE417...
Ali Seyedmadani, Vice President

Consultant's City of Pinole Business License #: 21-09104

Attest:

DocuSigned by:
B8172BA790914FF...
Heather Bell, City Clerk

Approved as to Form:

DocuSigned by:
Eric Casher
9FCC7F1E193045D...
Eric S. Casher, City Attorney

EXHIBIT A
SCOPE OF SERVICES

The Consultant's scope of services will include the scope of work listed on pages 22-38 of the Consultant's proposal of January 26, 2022 and any modifications or additions agreed to by the Parties.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

The fees charged by Consultant for work performed on a fixed fee basis as described in the scope of work shall not exceed the fixed fee proposal contained on pages 39-40 of the Consultant's proposal of January 26, 2022. The fees charged by Consultant for work performed on an hourly basis as described in the scope of work shall not exceed the hourly rates shown in the fee proposal contained on pages 39-40 of the Consultant's proposal of January 26, 2022

EXHIBIT C
CITY-FURNISHED FACILITIES

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

Michael Baker
INTERNATIONAL

CITY OF PINOLE 2023-2031 HOUSING & SAFETY ELEMENT

JANUARY 12, 2022 REV. JANUARY 26, 2022

A. INTRODUCTION AND PROJECT APPROACH

Ms. Lilly Whalen, Community Development Director
City of Pinole
2131 Pear Street
Pinole, CA 94564

RE: 2023-2031 Housing Element and Safety Element Update

Dear Ms. Whalen,

Michael Baker International (Michael Baker) is excited about the opportunity to partner with the City of Pinole (City) to support the development of the City's 6th Cycle General Plan Housing Element (2023-2031) and Safety Element updates. Michael Baker has local offices in Rancho Cordova, Walnut Creek, and Oakland, a long history of working on Housing Elements, and a clear understanding of the requirements for this latest update. We are currently working on several 6th Cycle Housing Elements and bring the depth and breadth of resources needed to help the City undertake the Housing Element update process.

We have received the City's Request for Proposals issued November 24, 2021, and revised on December 22, 2021, that incorporates all addendum changes (No. 1 issued on November 30, 2021, No. 2 issued on December 13, 2021, and No. 3 issued on December 22, 2021). We acknowledge the project schedule, which provides approximately twelve months to complete the assigned work, and are committed to completing the scope within this time frame (i.e., January 2023). The work plan included in this proposal provides a schedule to accommodate the State's deadline.

Michael Baker is recognized for our strong focus on housing and community planning services. Our staff have worked directly as an extension of agency staff and have provided or are providing a range of related services through on-call planning assignments. Our experience on the 5th Cycle Housing Element updates, and previous cycles, has given us the knowledge to carry out the 6th Cycle to help communities meet the stringent State requirements associated with the 6th Cycle elements. Jurisdictions in Southern California were the first with submission deadlines; therefore, our staff serving those clients has already completed its work and has worked closely with the California Department of Housing and Community Development (HCD) analysts to address the newest requirements.

WE ARE READY AND AVAILABLE TO SERVE YOU

EXPERIENCE
Michael Baker has completed more than 100 Housing Elements through the 5th Cycle and is currently working on multiple 6th Cycle Housing Element Updates. We have the depth and breadth of experience to get the City through even the most complicated process.

TEAM
*The key members of the Michael Baker team have worked **together** on multiple past and ongoing Housing Elements. We will streamline the process by integrating the most up to date knowledge from working with Housing and Community Development (HCD) and key decision makers.*

COMMITMENT TO YOUR SUCCESS
We understand the City's interest in meeting the affordable housing needs of your residents. We will provide you with a proven Housing Element approach methodology and the capacity (~3,500 employees) to meet tight deadlines in pursuit of this goal.

Calling the 6th Cycle Housing Element an "update" is almost a misnomer. With renewed recognition of the State's housing supply shortages, requirements, expectations, and scrutiny for this cycle are greater than any previous update cycle. Even with this understanding and heightened expectations at the outset of the initial rounds of Housing Element updates, the review and expectations will require more resources, time, effort, and commitment from both the consultant project team and the City of Pinole.

This cycle resulted in dramatically increased RHNA requirements while available land and opportunities continued to diminish. It also has increased the need to rezone commercial and residential areas to meet the RHNA, creating more difficult choices and decisions to fulfill the required obligations. What this means for Pinole, is that our experience on the first rounds of Housing Element updates in San Diego Countyand the Southern California Associations of Governments regions will directly benefit the City, given our understanding of HCD implementation of its guidelines, requirements, and preferences.

Where prior elements required a demonstration that *zoning can accommodate additional housing* to meet the RHNA requirements, this cycle requires a detailed demonstration of how proposed RHNA sites *will likely be developed* in the next eight-year planning period. These are some of the significant changes in the 6th Cycle.

Additionally, what has become increasingly clear through multiple HCD review cycles, comments, and the recent publication of the HCD Affirmatively Furthering Fair Housing (AFFH) Guide is that this 6th Cycle Housing Element requires an equal or greater emphasis and commitment to significant and meaningful change and correction to fair housing issues. These include enforcement and outreach, segregation and integration, access to opportunity, and overcoming disproportionate housing needs. This new focus and emphasis requires a level of acknowledgment and commitment to change on behalf of the City that will challenge staff and decision makers to provide geographically based programs with objective, measurable, and enforceable outcomes within specific timelines. *Our approach is to make sure that community engagement is authentic, demonstrates significant feedback from the public and stakeholders, and reaches priority populations who are often underrepresented and most negatively affected by fair housing issues.*

The City of Pinole needs an experienced housing and planning consultant to help guide the City through the new 6th Cycle. Our team has the advantage of having prepared some of the first Housing Elements under this new regime. We've worked closely with HCD and understand what they are likely to require of Pinole.

Safety Element Updates

During the Housing Element update, and in accordance with State law, the Safety Element will be simultaneously updated per Government Code Section 65302(g)(1), which governs the requirements of a Safety Element. This update, in response to the government code requirements and additional recent legislation affecting this element, will require cities and counties to understand their vulnerabilities to hazards such as seismic hazards (primary and secondary), wildfires, geologic issues (landslides, subsidence, etc.), flooding, climate change, and other natural hazards. Most communities also focus on human-made and driven conditions, such as crime, infrastructure failure, or pandemic, that could impact a community. As part of this update, it will be essential to focus on updated data and information regarding these hazards and particular conditions within the City of Pinole, as well as in surrounding cities, since hazards do not respect boundary lines.

We certify that the information in this proposal is true and complete to the best of our knowledge. Susan Salley Veazey will serve as project manager on this effort and her office is:

Michael Baker International
2729 Propect Park Drive, Suite 220
Rancho Cordova, CA 95670
Tax Identification Number: 25-1228638

We are confident the Michael Baker team will add value to the City, citizens, and keystakeholders by providing a clear and transparent process that allows for full participation.

Please contact me at 916-514-4423 or Susan.Veazey@mbakerintl.com for additional information or to schedule an interview. This proposal will remain valid for a period of no less than 90 days.

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC.

Susan Salley Veazey
Project Manager

David Reel
Vice President (authorized to bind)

B. QUALIFICATIONS

Qualifications - Why the Michael Baker Team?

Founded in 1940, Michael Baker is a multidisciplinary planning, engineering, and construction management firm with nearly 3,500 employees nationwide, including more than 600 in California. We have experience working on behalf of over 100 municipalities and local agencies, bringing a depth of understanding and experience unparalleled by most firms. We are familiar with City processes and requirements, which will expedite our ability to quickly and effectively serve your team on the 2023-2031 Housing Element and Safety Element updates.

We Make a Difference to our employees, clients, communities, and leadership by bridging unique solutions together in an inclusive environment. People are the core of Michael Baker International where we each embrace our collective differences, perspectives, backgrounds, and cultures through respect, collaboration and teamwork.

Our full suite of in-house services enables the Michael Baker team to successfully manage any community planning project. Our greatest differentiator is our employees, who demonstrate the ability to solve complex problems. That is why we engage our people, educate and train them, develop their careers, and invest in their futures, expanding their skills and expertise. Our adaptive approach to integrating innovation and collaboration leads to the best solutions for our clients.

This 6th Cycle Housing Element, while presenting challenges for local government administrators, also presents an opportunity to focus the jurisdiction's attention on the critical role that the availability, density, and location of its housing stock plays in the overall health and resiliency of the community. Michael Baker's broad bench of planners bring significant expertise in all aspects of community health, safety, climate mitigation, and climate resiliency.

Working with smaller jurisdictions to lend them capacity and ensure they have access to housing and community development resources is "bread and butter" for our housing practice area. Such support gives the Michael Baker team a sense of purpose and mission in our professional lives. As a company, ***We Make a Difference.***

Relevant Experience

As stated above, Michael Baker has prepared over 100 Housing Elements through the 5th Cycle, and we are currently preparing multiple Housing Elements for the 6th Cycle for municipalities throughout California. Recent Housing Element experience is provided in Table 1.

Similar Services

Our team has experience assisting cities with US Department of Housing and Urban Development (HUD) and HCD related programs, including preparing and implementing Community Development Block Grant (CDBG) funded public works projects, Senate Bill (SB) 2 grants, Local Early Action Planning (LEAP) grants, and consolidated plans, and has prepared multiple analyses of impediments to fair housing choice (AI). Most recently, we have addressed COVID-19 Aid, Relief and Economic Security Act relief by providing strategic guidance on developing a plan and process for approximately 30 cities on how to use their funds to best meet community goals and needs related to housing.

Technical and Strategic Advisor

Michael Baker is proud of the work we have done as part of our strategic partnership with Veronica Tam and Associates (VTA) for this 6th Cycle.

VTA is well known by HCD and throughout the state as a leader in Housing Element preparation and the navigation of state housing laws and Housing Element requirements. Veronica Tam shares her wealth of knowledge from preparing more than 120 Housing Elements, including 60 for the 5th Cycle, and more than 30 so far in this 6th Cycle, and has maintained a perfect record of receiving state certification. VTA will provide strategic, peer and technical review, and recommendations throughout the update process, including:

» Review of the 2015-2023 5th Cycle Housing Element

» Review of past accomplishments

» Needs analysis

» Constraints analysis

» Strategy for the sites inventory

» Housing Plan program

» AFFH Chapter

» Review and correspondence with HCD

» Key meetings and hearings (kickoff, Planning Commission, and City Council)

Table 1. Recent Housing Element Projects

Agency	Project Name
County of San Diego	*6th Cycle Housing Element Update ■*
City of Chino Hills	6th Cycle Housing Element Update*
City of Redlands	*6th Cycle Housing Element Update ■*
City of Lakewood	6th Cycle Housing Element Update*
City of Hesperia	6th Cycle Housing Element*
City of Escondido	*6th Cycle Housing Element Update ■*
City of Gilroy	6th Cycle Housing Element Update
City of Los Altos Hills	6th Cycle Housing Element Update
County of Riverside	*6th Cycle Housing Element Update**
City of Seal Beach	6th Cycle Housing Element Support Post HCD Comments
City of Needles	6th Cycle Housing Element*
City of San Juan Capistrano	*6th Cycle Housing, Safety & Environmental Justice Elements ■*
San Bernardino County Transit Authority (SBCTA)	Fair Housing Guidance and Assistance and ADU Production Enhancement
City of Alameda	5th Cycle Housing Element Update
City of Antioch	5th Cycle Housing Element Update
City of Biggs	5th Cycle Housing Element Update
City of Clayton	5th Cycle Housing Element Update
City of Davis	5th Cycle Housing Element Update
City of Dixon	5th Cycle Housing Element Update
City of Fairfield	5th Cycle Housing Element Update
City of Compton	5th Cycle Housing Element Update
City of Lodi	5th Cycle Housing Element and Analysis of Impediments
City of Richmond	Richmond 5th Cycle Housing Element Addendum
City of Vallejo	5th Cycle Housing Element Update
City of Rolling Hills Estates	*General Plan, Safety & Housing Element Updates ■*

■ *Projects performed with VTA*
** Pending adoption*

KEY TEAM MEMBER SUMMARY

Michael Baker has assembled a strong technical team of housing experts with experience in completing Housing Element projects for multiple clients throughout California. Over the last two decades, the core of Michael Baker's success has been staffing and organizing project delivery teams tailored to the specific needs of the project at hand and delivering on our commitments. An organizational chart of the key staff is represented here.

Our project team offers an extensive array of services associated with environmental compliance and documentation with the benefit of in-house specialists for technical evaluation and seasoned California Environmental Quality Act (CEQA) practitioners. We provide ***local, committed, and qualified personnel*** with the requisite expertise, experience, and knowledge to successfully deliver this project for the City.

In addition to our 6th Cycle Housing Element update experience, our team has experience assisting cities with HUD and HCD related programs, including preparing and implementing CDBG-funded public works projects, SB 2 grants, LEAP grants, and consolidated plans, and preparing multiple AIs.

Brief resume bios of key team members are provided on the following pages.

City of Pinole

PROJECT MANAGER
Susan Salley Veazey

KEY STAFF

Strategic Advisor
Veronica Tam, AICP (VTA)
Housing Element Leads
Dan Wery, AICP
Fair Housing & Engagement Lead
Emily Elliott, AICP
CEQA Lead
Peter Minegar, AICP
Safety Element Lead
Surabhi Barbhaya AICP, LEED AP
Environmental Justic Element Lead
Noelle Steele
Evacuation Routes Study Lead
Robert Davis

REPRESENTATIVE SUPPORT STAFF

Alex Chapman
Clancy Taylor
Shannon Liska
Hannah Kreitman

NOTE

PROJECT MANAGER

Susan Salley Veazey

Susan has over two decades of housing and community development experience spanning the public and private sectors. Her breadth of experience provides the ability to understand a wide variety of perspectives and goals. Her career began at both a local rural housing nonprofit and as a Presidential Management Fellow in Washington D.C. with HUD. She has implemented housing programs in Santa Barbara and Sacramento. As a land use economics consultant, Susan managed complex feasibility and development impact studies as well as Housing Element updates, inclusionary zoning and market studies. Her unique set of experiences provide her with a broad awareness of all facets of the current housing landscape and tools for implementation of housing programs.

RELEVANT EXPERIENCE*

Housing Finance and Portfolio Management. *Sacramento Housing and Redevelopment Agency*. PROGRAM MANAGER. Susan managed a team of professionals who collectively carried out all aspects of single and multifamily lending, loan servicing, and long-term compliance. She coordinated with a wide variety of stakeholders including developers, government staff, and elected officials. Susan served as the main liaison with HCD on PLHA (SB 2) funds and other funding such as Local Housing Trust Fund and Homekey. She was also the main liaison for City and Housing housing policy including 6th Cycle Housing Element and annual reports.

Housing Elements. Susan served as project manager for the City of Winters' and County of Santa Barbara's 5th Cycle Housing Elements. She served on the working group for the drafting of the City of Sacramento's 6th Cycle Housing Element and provided content direction and data. Susan drafted multiple chapters of the County of Sacramento's 6th Cycle Housing Element because the County determined to complete the element in-house using staff resources.

Years Experience
24

Education
MA, Urban Planning, University of California, Los Angeles

BA, International Relations, University of California, Davis

***Prior firm experience.**

STRATEGIC HOUSING ADVISOR

Veronica Tam, AICP

Veronica is a recognized expert with over 20 years of experience preparing a range of housing and community development plans and studies for jurisdictions throughout California. Throughout her career, she has prepared more than 100 Housing Element updates, including approximately 60 updates during the 5th Cycle update. She has tackled some of the most challenging Housing Element updates including City of San Clemente, which was facing litigation, and the City of Del Mar, which had never received HCD certification due to stringent local development standards and procedures.

RELEVANT EXPERIENCE

Housing Elements Experience. *Multiple Cities and Counties in California.* HOUSING SPECIALIST. Veronica has served as a housing specialist for multiple municipalities throughout both Northern and Southern California: Alhambra, Avalon, Bell Gardens, Buena Park, Camarillo, Chino, Corona, Coronado, Costa Mesa, Cupertino, Del Mar, Dublin, Escondido, Glendora, Gonzales, Hawthorne, Hercules, Imperial Beach, Lake Forest, La Mesa, Lawndale, Lomita, Marina, Pomona, Rancho Santa Margarita, Redondo Beach, Salinas, San Clemente, San Bernardino, San Fernando, San Marcos, Santa Clara, South Gate, Seaside, Tracy, Vista, Walnut, West Hollywood, and Monterey County.

Veronica enjoys the challenge of working on challenging Housing Element projects as well as more straightforward engagements. For the cities of Escondido, Encinitas, Seaside, and South Gate, Veronica successfully completed the Housing Element process even though they had been delayed due to the need to coordinate with the General Plan update process.

Veronica enjoys serving as a strategic advisor on Housing Elements, but her experience is not confined to Housing Element projects. She brings a depth of experience to the City, including knowledge gained on the Gateway Cities Council of Governments Housing Study, Regional Housing Needs Allocation Assistance for the cities of Redondo Beach and South Gate, Marina Affordable Housing Ordinance, and zoning revisions to comply with SB 2, Assembly Bill (AB) 2634, and SB 520 for the cities of Port Hueneme, South Gate, and San Fernando.

Years Experience
20+

Education
BA, Urban Studies

MA, Urban Planning, University of California, Los Angeles

BES, Urban and Regional Planning (Economics Minor), University of Waterloo, Canada, Columbia University

Licenses/Certifications
American Institute of Certified Planners

HOUSING ELEMENT LEAD

Dan Wery, AICP, LEED AP

Dan has over 30 years of public and private sector planning experience preparing general plans, zoning ordinances and subdivision codes, project entitlement review and processing, policy planning, public participation, and environmental impact document review and preparation. Dan enjoys bringing a creative, collaborative, and multi-disciplinary approach to planning, urban design, and development. His goal is to work with the City to create enduring value measured in economic, social, and environmental value for its constituents.

RELEVANT EXPERIENCE

6th Cycle Housing Element Updates. *Multiple Clients.* PROGRAM MANAGER. Responsible for the management and preparation of Housing Element updates, including Community Outreach, Sites Inventory/Geographic Information System (GIS) Support, CEQA documentation, and Land Use Element and Safety Element amendments for the 2021-2029 (6th Cycle) Housing Element Update.

- County of San Diego
- City of Redlands
- City of San Juan Capistrano
- City of Escondido (subconsultant to VTA)

On Call Advance Planning Services. *County of San Diego.* PROGRAM MANAGER. Responsible for the management and preparation of multiple projects from a multi-year on-call contract with the County of San Diego Planning and Development Services Department for advanced planning (policy and ordinance development).

Housing, Environmental Justice, and Safety Element Update Strategy. *County of San Diego.* PROGRAM MANAGER. Prepared a comprehensive research, best practices, and strategy report that identified the statutory requirements, critical path and project milestones, best practices, and recommendations on the approach and strategies for the preparation of updates to the County's Housing, Environmental Justice, and Safety Elements.

Years Experience
34

Education
BA, Urban Studies, Columbia University

Licenses/Certifications
American Institute of Certified Planners, 1993, 010438

LEED Accredited Professional, 2009, 10037662

COMMUNITY ENGAGEMENT LEAD

Emily Elliott, AICP

Emily oversees community and environmental planning contracts for public and private sector clients and has led the successful development of a number of current planning efforts and environmental compliance documents. She draws on her broad background of consulting and municipal service to provide technical housing and community planning services. Most recently, Emily has administered the Housing Element Technical Assistance program offered by the San Bernardino County Transportation Authority (SBCTA) in addition to leading the preparation of Housing Element updates for four Southern California Association of Governments area agencies.

RELEVANT EXPERIENCE

6th Cycle Housing Element Update. *City of Lakewood.* PROJECT MANAGER. Responsibilities include overseeing the project schedule, budget, workflow, and staff assignments, and maintaining regular client contact. Emily has led the public participation process and presents updates on the Housing Element to local decision makers. Michael Baker is preparing the 6th Cycle update for the City of Lakewood where the City experienced nearly a 1,000% increase in its RHNA.

6th Cycle Housing Element Update. *City of Redlands.* PROJECT MANAGER. Responsibilities include overseeing the project schedule, budget, workflow, and staff assignments, and engaging regularly with the client to maintain open, clear communication. Emily has led the community engagement efforts for the City and presents updates to local decision makers. Michael Baker is preparing the 6th Cycle Housing Element Update with technical advisory support from VTA.

Housing Element Update Technical Assistance Program. *SBCTA.* PROJECT MANAGER. Responsibilities include managing the on-call services contract between Michael Baker and SBCTA where Michael Baker provides an array of on-call planning and staffing services. Under the Housing Element Update Technical Assistance Program task order, Emily leads a team of approximately 12 planners to provide technical assistance to SBCTA jurisdictions related to their Housing Element updates. This includes providing review and comment of draft documents, aiding public outreach activities, providing technical Q&A support, and offering staff to agencies to help them complete their updates.

Years Experience
13

Education
BA, Geography Natural Resources Management, San Diego State University
MURP, Urban and Regional Planning, California State Polytechnic University, Pomona

Licenses/Certifications
American Institute of Certified Planners, 2015, 028647

CEQA LEAD

Peter Minegar, AICP

Peter oversees and prepares environmental compliance and planning studies for a range of public sector clients. He specializes in developing documents in compliance with CEQA and National Environmental Policy Act (NEPA). Peter has a broad background of environmental planning experience ranging from project-level analysis of infrastructure improvements to program-level analysis to support a General Plan amendment. He has served as the CEQA lead for a number of General Plan Housing Elements, including several jurisdictions during the 6th Cycle planning period. He also serves as an in-house CEQA manager for several local government agencies throughout Southern California.

RELEVANT EXPERIENCE

6th Cycle Housing Element Update. *City of Redlands.* QA/QC LEAD. Responsible for overall QA/QC review of the General Plan Housing Element Update and IS/MND. Michael Baker, with technical advisory support from VTA, is preparing the 6th Cycle Housing Element update.

6th Cycle Housing Element Update. *Riverside County.* PROJECT MANAGER. Responsible for the overall management of the General Plan Housing Element, Safety Element, and environmental documentation preparation.

Housing Element Update Technical Assistance Program. *SBCTA.* PRINCIPAL IN CHARGE. Responsibilities include helping to manage the on-call planning services contract between Michael Baker and SBCTA where Michael Baker provides an array of on-call planning and staffing services. Under the Housing Element Update Technical Assistance Program task order, Peter processed General Plan Amendments, CEQA compliance, zoning code amendments, and climate action plan support. Michael Baker completed the 5th Cycle Housing Element update, as well as a number of General Plan Amendments and CEQA documents for the County, in order to implement Housing Element programs.

Years Experience
9

Education
BS, City/Regional Planning, California State Polytechnic University, San Luis Obispo

MS, Environmental Management and Policy, University of Denver

Licenses/Certifications

American Institute of Certified Planners, 2020

SAFETY ELEMENT LEAD

Surabhi Barbhaya

Surabhi has 16 years of experience in urban planning, urban design, and active transportation. She has worked on a spectrum of projects, including general plan updates, specific plans, design guidelines, complete streets, bike master plans, trail and greenway planning, and pedestrian studies. Her urban planning and design background help her take a holistic approach towards projects by integrating land use, transportation, and sustainable development to respond to demographic, market, economic, physical, and organizational forces.

RELEVANT EXPERIENCE

Rolling Hills Estates Safety Element. *City of Rolling Hills Estates.* PROJECT MANAGER/PRIMARY AUTHOR. As a part of the General Plan update effort, Surabhi prepared a Safety Element for the City. This included updating the 1992 plan to align with the OPR guidelines, including climate resiliency policies and establishing a connection to the LHMP. The entire City is in the very high fire hazard zone and requires consultation and approval from CalFire. CalFire referred the completed plan to other communities. The plan included policies related to health crises in the wake of the COVID-19 pandemic. The Safety Element also included policies related to Crime Prevention Through Urban Design.

Years Experience
16

Education
MCP, Land Use Planning, University of Cincinnati

B.Arch, Architecture, Maharaja Sayajirao University of Baroda, India

San Juan Capistrano Safety Element. *City of San Juan Capistrano* TASK LEAD/PRIMARY AUTHOR. As a part of the Housing, Safety, and Environmental Justice Elements update, Surabhi led the effort to update Safety Element. This included updating the 1992 plan to align with the OPR guidelines, including climate resiliency policies and establishing a connection to the LHMP. The City has a couple of areas in the very high fire hazard zone and required consultation with CalFire. In addition to health crises, the Safety Element assessed risk related to vectors and drafted related policies.

Laguna Woods General Plan Update. *City of Laguna Woods.* PLANNER. Served as a planner and helped with finalizing and packaging the project. As part of the General Plan update, the City revisited its first General Plan and updated the underlying assumptions, data, and analysis, reassessed community priorities, and established a new, long-term 25-year vision.

Environmental Justice Element Lead

Noelle Steele

Noelle is an experienced equity and resiliency specialist, with eight years of policy planning experience to the benefit of both public and private sector clients. Her primary experience focuses on General Plan updates, Specific Plans, and Hazard Mitigation Plans. Her skill set includes identifying community hazards, evaluating past policy and mitigation actions for considerations into the future, plan implementation and maintenance. Noelle takes pride in conducting in-depth vulnerability assessments, considering risk against natural hazards while evaluating ramifications of secondary impacts and climate change into the future. She is also experienced in developing hazard-focused and resiliency based community engagement programs, and is IAP2 Foundations trained.

RELEVANT EXPERIENCE

Seal Beach Environmental Justice and Safety Element Update. *City of Seal Beach.* PROJECT MANAGER. Responsibilities include overseeing the background/existing conditions report, ensuring consistency with existing General Plan Elements, facilitating virtual steering committee meetings, and developing policy updates and recommendations. Unique policy considerations involves retirement community experiencing disproportionate pollution levels due to proximity to I-405 and heavy industrial uses, and federal military uses consisting of 60% of the City. Streamlined community outreach process includes online engagement, survey, and web content.

Rancho Santa Margarita General Plan Update and Local Hazard Mitigation Plan. *City of Rancho Santa Margarita.* PROJECT PLANNER AND COMMUNITY OUTREACH SPECIALIST. Responsible for identification and profiling the City's natural hazards, conducting a vulnerability assessment, developing mitigation strategies, plan implementation and maintenance. Facilitated the community survey with 600+ responses and three focus groups with city designated stakeholder groups. Facilitated and coordinated four steering committee meetings, consisting of a diverse group of impacted local agencies and jurisdictions.

Environmental Justice Policy for Local Coastal Programs. *Multiple Cities in California.* PROJECT MANAGER. Noelle has developed and implemented environmental justice policy in accordance with the California Coastal Commission regulations and guidance, prior to OPR's regulations incorporating in Environmental Justice as General Plan Elements. She evaluates environmental justice considerations against sea level rise vulnerability and assesses potential risk and impact. Policy is also derived from the CalEnviroScreen tool, to ensure equitable access to the coast in accordance with the Coast Act. Her key project experience includes environmental justice policy considerations for the following Local Coastal Programs: City of Seal Beach, City of Huntington Beach, and City of Carlsbad.

Years Experience
8

Education
BA, Environmental Studies, University of California, Santa Barbara

EMUP, Executive Master of Urban Planning, University of Southern California

Evacuation Routes Lead

Robert Davis

General Qualifications

Mr. Davis has over 40 years of experience in both transportation planning and traffic engineering. He has prepared studies for public agencies and private developers throughout both Southern and Northern California. His experience includes the preparation of:

- circulation element plans,
- environmental traffic impact studies,
- site development roadway planning and circulation studies,
- comprehensive jurisdiction circulation and access studies,
- transportation planning and corridor studies,
- parking studies,
- evacuation planning,
- cross border circulation studies, and
- transportation facilities design projects.

Years with Michael Baker: 16
Years with Other Firms: 27

Degrees

B.S.C.E, 2014, B.S., 1975, Transportation Engineering, California State Polytechnic University, San Luis Obispo

Licenses/Certifications

Certified Professional Transportation Planner, 2008 to 2014

Related Experience

- **San Onofre Nuclear Generating Station Evacuation Plan, San Onofre, CA** – Conducted Nuclear Regulatory Commission (NRC) mandated evaluation of the evacuation characteristics and requirements of the roadway network, and development of time estimates for the evacuation of both transient and permanent populations within the 10-mile Emergency Planning Zone (EPZ) surrounding the facility. Evacuation plan was prepared for original NRC licensing of San Onofre Nuclear Generating Station and two subsequent updates of the evacuation plan over the following 15 years.
- **City of San Clemente Emergency Response Plan, San Clemente, CA** - Provided key direction to provide a detailed evacuation strategy for the City of San Clemente in the event of a nuclear incident at the San Onofre facility. Work tasks included development of a "Chain of Command" to detail specific areas of evacuation responsibilities amongst local, state, and Federal agencies and their personnel. Specific plans were developed for on-street supervision of traffic flow over evacuation routes.
- **Diablo Canyon Nuclear Power Plant Evacuation Time Estimate Study Update, San Luis Obispo, CA** – Managed comprehensive study to update the analysis of time required to evacuate transient and permanent population from various areas within the Basic Emergency Planning Zone (BEPZ) for Diablo Canyon Power Plant. The final study document represented a 10-year update of the evacuation time estimate and replaced the previous study which is included as an appendix to the Diablo Canyon Power Plant Emergency Response Plan.
- **Carrari Ranch Residential Project Evacuation Study, Rancho Cucamonga, CA** – Managed the development of an evacuation study for the Carrari Ranch project, located in the foothills of the Angeles National Forest. The project proposed to include 110 single family residential dwelling units. The Rancho Cucamonga Fire Protection District (RCFPD) and City of Rancho Cucamonga Planning Department requested that an evacuation study be conducted to better understand the emergency response implications of the development project in the event that a wildfire event occurs in the adjacent Angeles National Forest.
- **Pala Raceway Event Access Management Study, San Diego County, CA**
- **Pajaro Valley High School Event Traffic Control Study**

PLANNER

Alex Chapman

Alex is a planning professional and assistant project manager with experience working in the complex California regulatory environment. He is experienced in environmental services, long-range planning, and affordable housing. Alex's diverse background includes developing and implementing housing elements, comprehensive zoning code updates, design guidelines, and city ordinances. He is passionate about the environment and building healthy, equitable, sustainable communities.

Years Experience
3

Education
BS, City and Regional Planning, California Polytechnic State University

RELEVANT EXPERIENCE

6th Cycle Housing Element Update. *City of Gilroy.* PLANNER. Conducted existing conditions research, community engagement strategy and events, and sites inventory methodology and analysis.

6th Cycle Housing Element Update. *Town of Los Altos Hills.* PLANNER. Conducted existing conditions research, community engagement strategy and events, and sites inventory methodology and analysis.

6th Cycle Housing Element Update. *City of Coachella.* PLANNER. Conducted existing conditions research, previous cycle policy review and recommendations, and sites inventory methodology and analysis, including geospatial data gathering and mapping. Alex also helped draft the applicable sections and appendices for the topics he performed analysis for.

6th Cycle Housing Element Update. *City of Piedmont.* PLANNER. Conducted existing conditions research, previous cycle policy review and recommendations, and sites inventory methodology.

6th Cycle Housing Element Update. *City of Pleasanton.* PLANNER. Conducted existing conditions research, previous cycle policy review and recommendations, and sites inventory methodology.

6th Cycle Housing Element Update. *City of San Gabriel.* PLANNER. Conducted existing conditions research, previous cycle policy review and recommendations, and sites inventory methodology and analysis, including geospatial data gathering and mapping. Alex also helped draft the applicable sections and appendices for the topics he performed analysis for. Separate from the Housing Element update, assisted with compiling an ADU Guidebook.

6th Cycle Housing Element Update. *City of Temple City.* PLANNER. Conducted existing conditions research, previous cycle policy review and recommendations, and sites inventory

methodology and analysis, including geospatial data gathering and mapping.

PLANNER

Shannon Liska

Shannon supports a variety of policy and ordinance and land development projects including preparation of housing elements, community planning documents, entitlement support, environmental studies/CEQA and NEPA documentation, and GIS services. Past projects include various 6th Cycle housing elements and the creation of an acessory dwelling unit (ADU) program toolkit. Shannon has a wide variety of experience in housing elements, zoning, GIS, and general planning.

RELEVANT EXPERIENCE

Housing Element Update. *City of Redlands.* PLANNER. Responsibilities included performing a GIS site analysis for the Housing Element update. Assisted in completing revisions during the HCD review process.

6th Cycle Housing Elements. *Multiple Clients.* PLANNER. Responsible for preparation of multiple AFFH analyses, mapping, and program development for multiple housing element updates including County of San Diego, and the cities of Escondido, Redlands, Lakewood, San Juan Capistrano, Needles, and Hesperia.

Housing Element. *San Diego County.* PLANNER. Responsible for identifying and drafting appropriate changes to the county zoning based on appropriate state laws to ensure the county is compliant with current state housing laws.

Housing Safety Environmental Justice Elements. *City of San Juan Capistrano.* PLANNER. Responsibilities included drafting sections of the Housing Element update, identifying constraints to the provision of housing, analyzing housing programs, and contributing to housing sites analyses. Also responsible for conducting housing stakeholder interviews in the community engagement process.

Waterfront Park. *San Diego County.* PLANNER. Responsibilities included researching and summarizing California Coastal Commission permit processes and existing environmental documents for the project site. Also responsible for drafting a memo providing such information to the client.

Years Experience
1

Education
MCP, City Planning, San Diego State University
BA, Sociology, Gonzaga University
BA, Economics, Gonzaga University

PLANNER

Hannah Kreitman

Hannah has experience supporting housing-related projects including policy, preparation of housing elements, and GIS services. She is an effective communicator and experienced researcher. Past projects include housing element updates and ADU program research. Hannah worked for the San Diego Housing Federation as a housing element Intern where she monitored 6th Cycle housing element updates from the eighteen cities in San Diego County.

RELEVANT EXPERIENCE

Housing Element Update. *City of Redlands.* PLANNER. Responsibilities included reviewing the draft Housing Element for compliance with the HCD checklist and assigned remaining requirements to be completed. Wrote the section on farmworkers needs and housing for migratory agricultural workers. Drafted the appendix for AFFH, which included utilizing census data to find trends in race and housing problems, describing demographics of the City, summarizing the community outreach and responses, and identifying services for residents with disabilities.

Housing Element Update. *City of Lakewood.* PLANNER. Responsibilities included reviewing the draft Housing Element for compliance with the HCD checklist and remedying any discrepancies in the constraints section. Utilized GIS to make maps of the non-vacant sites identified for development and wrote descriptions of existing uses and potential for development for all non-vacant sites.

Housing Element Update. *City of San Juan Capistrano.* PLANNER. Responsibilities included reviewing 5th Cycle programs for completion, continued effectiveness, or elimination of funding. Wrote programs in support of AFFH. Reviewed the annual progress review for effective sites in the previous cycle. Researched zoning codes. Analyzed constraints on loans and lending to determine if there were inequities in loan granting based on project type or lender.

6th Cycle Housing Elements. *Multiple Clients.* PLANNER. Responsible for preparation of AFFH analyses for the cities of Redlands, Lakewood, San Juan Capistrano, Needles, and Hesperia.

Years Experience
1

Education
BA, Urban Studies and Planning, University of California, San Diego

Minors, Environmental Studies and Engineering Mechanics

PLANNER

Clancy Taylor

Clancy is a planning professional with experience working with affordable housing development, data analysis, GIS, and community engagement. Her past projects include CDBG grant management for entitlement and non-entitlement jurisdictions, and data analysis for AFFH reports and housing element updates. Clancy is passionate about ensuring safe and affordable housing, and strengthening communities through engagement of all people.

RELEVANT EXPERIENCE

6th Cycle Housing Element Update. *City of Montclair.* PLANNER. Conducted existing conditions research, preparation of AFFH analyses, and recommendations. Clancy also helped draft the applicable sections and appendices for the topics she performed analysis for.

AB 686 AFFH Analysis. *SBCTA.* PLANNER. Conducted existing conditions research and analysis of disparities in access to opportunity, and document design elements.

CDBG Grant Management. *City of Lodi.* PLANNER. Responsible for day-to-day task management of the City's CDBG entitlement grant including financial management, citizen participation, subrecipient monitoring, and preparation of plans and reports.

Education

MCP, Housing and Community Planning, University of Cincinnati

BS, Geography – Urban and Regional Planning, Texas State University

REPRESENTATIVE PROJECTS AND REFERENCES

Michael Baker has completed more than 100 Housing Elements statewide. Our experience with Housing Elements enables our team to hit the ground running upon notice to proceed, allowing the City to preserve staff and budgetary resources.

Michael Baker has a proven track record of successfully completing projects on time and within budget. Excellent organization, tools, and methods to monitor budgets, an emphasis on communication both internally and externally, and a structured project management approach are a few examples of how Michael Baker maintains client satisfaction. To hear what our clients have to say about us, we invite you to contact our references below.

COUNTY OF SAN DIEGO 6TH CYCLE HOUSING ELEMENT UPDATE

Contact Name: Camila Easland, Project Manager ■ ***Address***: Planning & Development Services, 5510 Overland Ave., Suite 310, San Diego, CA, 92123 ■ ***Phone Number/Email***: (619) 323-7362 / camila.easland@sdcounty.ca.gov ***Description***: Michael Baker prepared a comprehensive update to the County's Housing Element, including a detailed review of constraints, sites, fair housing issues, and housing needs in one of California's largest counties. Successfully transitioned between supervisors and developed new programs to implement the County's vision for environmental sustainability and social equity. ■ ***Key Team***: Dan Wery, AICP, LEED AP (Project Manager), Veronica Tam, AICP (Technical Advisor), Aaron Barrall (Planner)

CITY OF ESCONDIDO 6TH CYCLE HOUSING ELEMENT UPDATE

Contact Name: Adam Finestone, Interim Director of Community Development ■ ***Address***: 201 North Broadway, Escondido CA 92025 ■ ***Phone Number/Email***: (760) 839-6203 / afinestone@escondido.org

Description: Michael Baker prepared a sites inventory, constraints analysis, and fair housing review, along with new public programs for a built-out city with a RHNA of almost 10,000 units. The inventory and RHNA strategy included developing a comprehensive GIS and Excel-based model to identify housing capacity and developable sites within multiple transit-focused specific plan areas. ■ ***Key Team***: Dan Wery, AICP, LEED AP (Project Manager), Veronica Tam, AICP (Lead Consultant), Aaron Barrall (Housing and Land Use Planning)

CITY OF LAKEWOOD 6TH CYCLE HOUSING ELEMENT UPDATE

Contact Name: Abel Avalos, Director of Development Services ■ ***Address***: 5050 Clark Avenue, Lakewood, CA 90712 ■ ***Phone Number/Email***: (562) 866-9771, ext. 2301 / aavalos@lakewoodcity.org

Description: Michael Baker prepared a full update to the City's Housing Element, including sites, constraints, needs, and programs. Reviewed and developed programs to mitigate and accommodate multiple citizen-initiated ballot measures that limit housing production and constrain the ability to meet the RHNA. ■ ***Key Team***: Emily Elliott, AICP (Project Manager), Aaron Barrall (Housing and Land Use Planning),

CITY OF SAN JUAN CAPISTRANO 6TH CYCLE HOUSING, SAFETY, AND ENVIRONMENTAL JUSTICE ELEMENT UPDATE

Contact Name: Joel Rojas, Development Services Director ■ ***Address***: 32400 Paseo Adelanto, San Juan Capistrano, CA 92675 ■ ***Phone Number/Email***: (949) 234-4410 / JRojas@sanjuancapistrano.org

Description: Michael Baker is preparing a comprehensive set of revisions to the City's Housing Element and Safety Element and is preparing a new Environmental Justice Element. The project involves a comprehensive public engagement plan, including special workshops and outreach to areas of concentrated needs and coordination with community-based organizations to promote fair housing and environmental justice. ■ ***Key Team***: Dan Wery, AICP, LEED AP (Project Manager), Veronica Tam, AICP (Technical Advisor), Aaron Barrall (Housing and Land Use Planning), Surabhi Barbhaya (Safety Element Task Lead)

C. WORK PLAN, SCHEDULE, AND PRICING PROPOSAL

WORK PLAN

Our proposed work plan to complete the Housing and Safety Element updates is outlined below. The scope includes all of the tasks requested in the scope of work contained in the Request for Proposals (RFP). We have included four optional tasks relating to any required rezones, General Plan and Specific Plan EIR and development of Objective Design and Development Standards, and the production of an Environmental Justice Element and/or Local Hazard Mitigation Plan.

Our Cost Proposal is based on the tasks as described and the specific assumptions and limitations noted; however, we are flexible and happy to work with the City to refine and customize the scope of work to meet your needs and desires. We understand the City will receive a level of technical assistance, outreach materials, and data through its participation in ABAG's Regional Housing Technical Assistance Program (the Collaborative). Michael Baker has two ABAG-associated Housing Element updates underway and is familiar with the data and materials offered. We have anticipated appropriate cost savings for the City as a result.

We understand the City will be using State planning grants including SB 2, REAP, and LEAP funds. Our scope, deliverables and management have met these grant requirements. We will work with City staff to ensure that work products are in alignment with grant requirements and that records and invoices are maintained and presented, as required by the grants. Additional services and support for the tasks not included in our scope can be provided upon request, at an additional cost.

Task 1 – Project Management and Coordination

Task 1.1 Project Kickoff Meeting

At the project kickoff meeting, the Michael Baker project team will hold a teleconference meeting with City staff to review and refine the scope of work, discuss expectations and assumptions, collect information sources, and go through the project schedule and work plan for carrying out the work.

We will also take this opportunity to agree on the best and preferred methods for ensuring regular communication with the City, including conference calls, progress reports, or other communication methods. Our work plan will include information regarding quality assurance/quality control (QA/QC) protocols and project management items agreed upon at the kickoff meeting. After the kickoff meeting, we will develop a detailed project timeline with milestones beginning with review of the 2015-2023 Housing Element update and an initial review and discussion of opportunity sites proceeding through City Council adoption by the January 31, 2023, statutory adoption deadline.

Task Deliverables:

» Materials for kickoff meeting with City via web conference

» Meeting attendance sheet and meeting notes

» Work plan including contact information, QA/QC protocols, and initial project schedule

Task 1.2 Project Schedule

The project team will work with the City to refine the initial project schedule with a list of critical path tasks required to proceed toward adoption by the January 31, 2023, statutory deadline. We will work with the City to integrate tasks to occur concurrently to the degree feasible in order to reduce the overall project timeline. Additionally, refinements will be made after the kickoff meeting.

Task Deliverable:

» Revised project schedule

Task 1.3 Project Management, Coordination, and Quality Control

The Michael Baker project management style includes regular communication between the project manager and the City. The project manager, in conjunction with the task leads, will coordinate on key tasks to meet the overall project schedule. The project manager will implement Michael Baker's QA/QC program and provide written status memos.

We recommend scheduling a standing conference call approximately every two weeks throughout the project. These calls provide an opportunity to review tasks in progress, share information, identify and resolve any issues early, and review key milestones and upcoming deliverables. The project team will also communicate with City staff by email and phone throughout the project, independent from the scheduled calls. In addition, this task provides for weekly tracking/monitoring of the project schedule and monthly billing and invoicing. Meetings will be conducted via Microsoft Teams or Zoom to facilitate team schedules and minimize travel time and costs throughout the project, respecting varying COVID-19 protocols between team members and the City while maintaining project momentum.

Task Deliverables:

» Summary of notes from twice per month coordination call meetings with City staff via virtual platforms

» Project schedule review of key milestones through adoption

» Monthly written progress summary reports with invoices

Task 2 – Community Outreach and Engagement

Task 2.1 Community and Stakeholder Outreach and Engagement Strategy

One of the most critical aspects of the Housing Element update process is the importance of the public participation process. The Housing Element, and the newly added AFFH analysis in particular, relies heavily upon local knowledge to supplement and better understand the data and housing issues at hand, as well as creating the programs that work best to serve local and regional needs—and there is no better source of local knowledge than the residents, stakeholders, and leaders of the City of Pinole to help shape the tailored housing solutions for their community.

The State of California has passed several laws that have dramatically changed the landscape of housing planning. For communities, these laws are complicated, confusing, and/or are so new that the impact is uncertain. Some of these laws have strict requirements and limit the ability of jurisdictions to customize planning policies to their own preferences. For these reasons, we propose conducting an initial study session for the City Council so that information can be provided, vetted, and explored for its impact on the Housing Element.

Michael Baker also recognizes the importance and significance of involving those hard-to-reach groups and special needs populations, such as persons experiencing homelessness, elderly residents, single-parent households, non-English speaking individuals, persons with disabilities, and racial/ethnic minority families. The City's racial and ethnic makeup, according to the most recent census data, is as follows: 43% White, 24.7% Asian, 11% Black, 0.6% American Indian/Alaskan Native, and 0.1% Native Hawaiian/Pacific Islander, and 9.6% two or more races. Additionally, 21.4% of residents are Hispanic or Latino, and 36% of residents are non-English speakers. Based on County planning documents, the most common non-English languages spoken include Spanish, Cantonese and Tagalog. The median household income is $100,315, and 19.9% of the population is 65 years old or older. Michael Baker will use previous engagement channels that were successful in reaching harder to reach groups, as well as new and/or improved methods. To reach underserved or hard-to reach groups, we have found success in directly engaging stakeholders such as service providers, faith-based institutions, and places of learning. These stakeholders can often report out on the collective experience of those they serve and operate as a liaison.

Our strategy for public participation includes using multiple forms of outreach and offering a variety of options for community members to engage and share information about their neighborhoods and experiences.

A successful community participation strategy recognizes that different populations engage differently with outreach efforts and includes a range of opportunities for engagement. Some populations prefer to engage through online surveys or via social media. Others, such as elderly persons, engage better in open meeting settings or prefer low technology, while some prefer more intimate or spontaneous events. We will customize the plan for the City to maximize outreach, with a focus on populations that may be marginalized or underrepresented in the public sphere.

We have outlined a general approach for the Housing Element public outreach process below, which will be further refined with key City staff.

We have the right experience with both in-person and virtual community engagement and have a wide range of tools at our disposal (using online, print, and telephone methods) to facilitate a meaningful dialogue with the community. As we have continued to provide our clients with the same services through COVID-19, we have refined our approach using virtual tools to reach the broadest audience.

Lastly, Michael Baker recognizes the importance of informing the public about housing programs, and especially the new fair housing laws. Our engagement materials will educate the community on Housing Element laws, fair housing laws, and affordable housing programs and policies that the City identifies as important.

Task Deliverables:

» Community outreach and engagement strategy

» Facilitated meeting with City staff and meeting notes regarding any adjustments to community outreach and engagement strategy

Task 2.2 Outreach Materials and Summary of Findings

In consultation with key City staff, the project team will develop a branding strategy which may include moving away from the technical term of "Housing Element Update" to something more meaningful like "Housing Plan" or "Housing Strategy." We will prepare public outreach materials, using consistent graphics and messaging that are not duplicative of any materials provided through the Collaborative. We will prepare outreach materials in both print and online formats designed to inform community members about the Housing Element update and invite their participation and input in the process. Materials may include, but are not limited to:

» Design, host and maintain a dedicated webpage that can link to the City's official website

» Additional digital media suitable for social media and electronic communications

» Postcards or flyers for printing and distribution/posting

» Handouts for printing or electronic distribution for community meetings

We anticipate the City will be responsible for distributing outreach materials to its contacts through typical channels such as email listservs and social media. We are available to assist in distributing outreach materials and publicizing community events and can discuss the level of need as part of finalizing the scope.

We will provide the outreach materials (e.g., flyers, handouts, surveys) in English. The flyers and survey only will be provided in three additional languages of Spanish, Cantonese, and Tagalog, or as the City determines. Translation of non-English comments from these documents and the translation of written comments from the public at meetings or workshops is included in this scope per a maximum number of hours. Workshop meeting materials are only provided in English; however, we will provide interpretation services for one non-English language (of the City's choosing) at the two workshops through vendor translation services or will use City-recommended in-house staff or local interpreters that are experienced with City specific outreach, if preferred.

Michael Baker can provide additional Michael Baker assumes that the City will provide the equipment for interpretation services along with audio and visual equipment needed for in-person/virtual meetings. Michael Baker will provide the City with a draft version of outreach materials for their feedback and edits; if preferred, Michael Baker will provide a second draft for final review and approval prior to finalizing the documents.

Task Deliverables:

» Webpage design and content specific to the Housing Element and monthly updates to content

» Outreach materials prepared in conjunction with City staff necessary to facilitate Task 2.3

» Outreach materials outlined in Task 2.2 above; survey and flyers will be provided in three additional languages

» Copies of outreach meeting notes and summaries, exhibits, presentations, including translated non-English public comments.

Task 2.3 Community Outreach/Engagement Meetings and Activities

Task 2.3.1 Community Workshops (2)

We propose two online/virtual (live) community workshop presentations to educate the community on the Housing Element process and content. Proposed content to include, Housing Element basics followed by a second workshop that will go over the site inventory and proposed programs and policies. The presentations will include interactive live polls with the public followed by brief discussions of the results as well as questions and answers throughout the workshops. A key advantage of the online format is that meetings are more convenient for individuals to attend from a remote location, and can be more easily accessible for those with mobility issues or who would otherwise have to find transportation. Another advantage is the ability to record the workshops for later viewing, sharing and summary. This includes transcripts of the written questions and answers, and information on workshop attendance. We anticipate having two to three members of Michael Baker's outreach team at these meetings to facilitate community feedback and answer questions. Project team staff will prepare the PowerPoint presentation materials and facilitate the discussion. We assume City staff will participate to assist with the presentation and the question-and-answer portion of the session.

Task 2.3.2 Initial City Council and Planning Commission Study Sessions

We will conduct study sessions with the City Council andthe Planning Commission early in the process to inform interested parties of the undertaking and to seek input on specific key issues and opportunities, and key components of the Housing Element update. This session can also discuss the statutory and the dramatically increased HCD authority, expectations, review requirements and scrutiny to obtain certification. A key objective is to review, prioritize, and strategize the specific accomplishments, timelines, and resources for the programs/goals.

The project team will take the lead on these sessions including preparing the presentation, leading the sessions, and developing content for the staff reports. This task assumes the project team will attend the studysession virtually through an online platform. In-person attendance can be arranged on an additional time and materials basis.

Task 2.3.3 Stakeholder Interviews (up to five)/ Focus Groups (up to four)

Engagement of and input from local advocacy groups and minority/special needs populations are important to the Housing Element update and will be required by HCD. We recommend engaging them early in the update process to receive feedback. The project team will work with the City to conduct up to four stakeholder focus group meetings to discuss the Housing Element update and receive feedback on current and proposed programs. Stakeholder groups may include market rate and affordable housing developers, advocates, property owners, and community services providers. We will work closely with City staff to identify stakeholders that represent a broad cross-section of the City of Pinole so that the housing issues include market-rate developers, affordable housing developers and fair housing advocates, and community-based organizations. We will conduct up to five individual stakeholder interviews based on feedback from focus groups and selected in concert with city staff. These engagement approaches can be modified within the budget provided to adjust the number of group and individual outreach methods.

Task 2.3.4 Online Housing Needs Survey

We will prepare an online community housing needs survey, which is another key method to obtaining valuable information. The survey has the advantage of occurring over a longer period, including bracketing other engagement events to provide more input and follow-up comments. The survey is recommended to be relatively simple to encourage participation, and would focus on identifying housing needs, opportunities, issues, priorities, and recommended policies. We recommend the survey be kept open throughout the engagement period covering development of the Housing Element up to and including the public review periods. It would close before public hearings on the draft elements or can be modified to collect comments on the public review draft.

To help reach priority populations, such as low-income families, non-English speaking individuals, and large and multigenerational families, Michael Baker will work with the City to collaborate with local nonprofits, City departments, and agencies to distribute marketing materials and the survey to their clients.

Task 2.3.5 Monthly Staff Reports to City Council and Planning Commission

We will work with City staff to create a template for monthly staff reports to be included as consent items for the City Council and Planning Commission. We will provide narrative progress reports and updates from stakeholder engagement. This scope includes up to 12 such staff reports which will be submitted to the City in order to meet agenda deadlines.

Task Deliverables:

» Two virtual community workshop events including one interpreter per workshop.

» Initial City Council or Joint City Council/Planning Commission Study Session

» Stakeholder interview / focus group meetings

» Online housing needs survey

» Monthly staff reports (up to 12)

Task 2.4 Public Review Draft Hearing (2)

Michael Baker will prepare twovirtual presentations - one Planning Commission and oneCity Council hearing - to obtain public input on the public review draft Housing Element. The hearing will be held during the public review period and the 90-day HCD review period. The presentation will summarize the purpose and content of the Housing Element, the process and input to date, and key changes including any necessary rezoning and housing programs, and will include opportunity for public comment. Michael Baker will prepare one set of similar presentation materials for the meeting. This task also includes preparation of one flyer advertising the meeting in four languages (including English), as directed by the City. Additional translation services can be provided on a time and materials basis. Michael Baker will provide the City with a draft version of materials for their feedback and edits; if preferred, Michael Baker will provide a second draft for final review and approval prior to finalizing the documents.

Task Deliverables:

» Preparation of presentation materials

» Leading and presenting at two hearings (virtual)

» Preparation of materials for staff reports (2)

» Flyer in four languages

» Translation and interpretation services up to a maximum number of hours

Task 3 – Research and Analysis (Administrative Draft Chapters)

Michael Baker will prepare an administrative draft of the Housing Element update. Individual draft chapters are proposed to be submitted as they are completed to facilitate and expedite City staff review.

Task 3.1 Evaluation of 2015-2023 Housing Element and Accomplishments

Michael Baker will conduct an initial overall review and assessment of the 2015-2023 (5th Cycle) Housing Element. This evaluation will be submitted as a written outline with recommended changes (including relevant justification) and areas for improvement, programs that should be considered, and any other relevant housing issues that might be included in this update. We will also provide a list of other General Plan elements and appendices that will require updates for internal consistency.

This task will include review of the documents relevant to the Housing Element update such as:

» 2015-2023 Housing Element

» Annual Progress Reports

» Past communication with HCD, including any findings letters

» Land Use Elements (for consistency)

» Other applicable programs and ordinances identified during project kickoff

This task includes the review of housing goals, policies, and program accomplishments including status, evaluation of implementation and effectiveness, and whether the prior housing programs will be retained, modified, deleted, or amended with new programs.

Task Deliverables:

» Memorandum summarizing the evaluation findings and recommendations including a list of General Plan amendments for consistency

» Administrative draft evaluation of accomplishments chapter

Task 3.2 Housing Needs Assessment

The housing needs assessment will contain the following topics to satisfy Government Code Section 65583(a) requirements:

» Demographics, income, and employment trends

» Household characteristics

» Housing stock characteristics

» At-risk housing analysis; analysis of special housing needs

ABAG's Collaborative will provide useful content such as jurisdiction-specific graphs and write-ups for most required data, including population, demographics, housing, market conditions, and regional comparisons. This task assumes that use of this data will be considered by HCD as a "Safe Harbor." We will evaluate and incorporate this information to the extent possible. However, this task assumes a modest time and cost savings as a result of the use of this data. The majority of the data and analysis will be provided by data packets that have been pre-reviewed by HCD for consistency with State requirements to increase predictability in the Housing Element approval process.

Task Deliverables:

» Review and evaluation of Collaborative prepared materials

» Administrative draft housing needs assessment

Task 3.3 Affirmatively Furthering Fair Housing (AFFH)

Michael Baker will prepare and incorporate a new chapter for the AFFH analysis. The new chapter will be prepared pursuant to HCD's recent guidelines and developing review comments and requirements. The federal AFFH rule requires a jurisdiction to take "deliberate action to explicitly address, combat, and relieve disparities resulting from past and current patterns of segregation to foster more inclusive communities." AB 686 extended this AFFH requirement to cities and counties in California. Cities must incorporate fair housing issues, analysis, goals, and actions when updating their Housing Elements. As such, we will prepare an analysis of fair housing issues, identify contributing factors, develop goals and actions, and review prior goals and actions. Fair housing issues to be assessed include review of fair housing enforcement and capacity, segregation and integration, racially/ethnically concentrated areas of poverty, access to opportunity, and disproportionate housing needs and displacement risk. Analysis will consider local and regional patterns and trends, and local data and knowledge gathered from effective community engagement.

The AFFH chapter will incorporate relevant data and analyses contained in the Contra County Consolidated Plan, regional analysis of impediments, and consolidated annual performance and evaluation report. Michael Baker's Housing Team provides HUD grant management services for smaller jurisdictions throughout the state. We are, therefore, familiar with the content and methodologies of planning for these programs. We will also review, assess, and integrate as appropriate the data and analyses provided by ABAG's Collaborative:

Michael Baker assumes the City has engaged ABAG to participate in the AFFH assistance program. The following resources will be made available through ABAG's Collaborative with respect to AFFH analysis:

- Maps showing existing issues for use in outreach
- Regional and local trends
- Distribution of sites by AFFH factors
- Review of meaningful actions by jurisdiction and return of suggestions for programs

The ABAG Collaborative will not provide local knowledge and context, and will not provide analysis of site selection I.e., justification and impacts, etc. This analysis will be completed by Michael Baker with reliance on City staff and outreach outcomes for local knowledge and context.

Michael Baker has worked closely with HCD to fulfill the new and extensive AFFH guidance and HCD requirements. The goal setting process task requires extensive input from City staff and stakeholders/community to provide local knowledge and explanations of the contributing factors for various fair housing issues and will require a commitment to development of new goals or programs to directly address and resolve fair housing issues. The programs will require clear, measurable, and enforceable outcomes, geographic specificity, and timelines.

Please note that certification of the Housing Element will depend on HCD's determination as to whether the programs will achieve significant and meaningful results. Michael Baker will prepare draft goals for review by the City and community/stakeholders; however, City staff and community/stakeholders will need to commit to and provide input on the specific resources, outcomes, and timelines for achieving these goals. With the community engagement process suggested above, Michael Baker will assist the City and its community/stakeholders to be informed, prepared, and ultimately successful in taking meaningful action to further fair housing in its community.

Task Deliverables:

» Review and evaluation of Collaborative prepared materials

» Administrative draft AFFH chapter

Task 3.4 Housing Resources and Sites Inventory

We understand the City anticipates a RHNA of 500 units. This RHNA is a 70 percent increase from the City's 5th cycle RHNA of 297 units, which will necessitate the identification of additional housing sites.

New State laws on addressing the adequate sites requirement (AB 1397 and SB 166) have significant impacts on the sites inventory. AB 1397 places higher standards on the reuse of sites, reliance of nonvacant sites, and extreme sizes of sites (too small and too large). SB 166 requires a no-net-loss accounting that necessitates a sites inventory with a comfortable 15-30 percent buffer.

We will use the current sites inventory as a starting point and work with the City to determine which sites are still viable RHNA sites based on new State law requirements. We will update the site selection criteria to identify new sites and reevaluate sites identified from the 5th Cycle Housing Element Land Inventory. As part of the site selection process, we will consider the General Plan policies and land use density range, zoning, available infrastructure, and opportunities within approved specific plans. We will formulate General Plan and zoning strategies that will address additional housing unit capacity. This task also assumes a high level of collaboration with City staff to identify and evaluate individual sites and essential development criteria and likelihood based on local knowledge such as ownership status and interest, tenant status, stability and turnover, and particular opportunities and constraints. As part of the housing sites analysis, we will complete the following:

Document potential sites. We will prepare an inventory, map, and analysis illustrating the City's capacity to accommodate the 6th Cycle RHNA. In keeping with State law, we will document the realistic development capacity of each site based on local development trends and/or proposed programs, and prepare a map showing all identified sites. We recommend safe and defensible assumptions to facilitate HCD approval and to avoid and minimize the no-net-loss risks.

Review sites for whether they affirmatively further fair housing. We will prepare an evaluation of the sites to determine how they meet the AFFH rule and work with City staff to determine if the sites identified in the inventory are located throughout the community in a manner that has the ability to affirmatively further an increase in fair housing.

Non-vacant sites analysis. We will complete an analysis of non-vacant sites to address a portion of the RHNA. As part of this task, we will analyze the realistic development potential within the planning period by considering the extent that a non-vacant site's existing use impedes additional residential development, the jurisdiction's past experience converting existing uses to higher-density residential development, and market trends and conditions. We will analyze the local housing trends to establish site potential estimates. Anticipated and actual project densities will be used to project and substantiate assumed future development yields of proposed RHNA sites. This task assumes that City staff will document and compare the maximum zoning density to the actual project yield, including percentage and types of affordable units from development projects built, approved, or under review during the 5th Cycle period.

Infrastructure constraints analysis. With supporting GIS data provided by the City, we will work to determine if parcels included in the sites inventory have sufficient access to water, sewer, and dry utilities and adequate capacity to support housing development. This task assumes that City staff will review existing General Plan programs or other mandatory programs or plans to secure sufficient water, sewer, and dry utilities supply and identify any potential limitations or constraints and improvements necessary to support housing development on the site. This task does not include technical studies or evaluation.

Opportunities and resources. In collaboration with key City staff, the project team will review and update the sites inventory in the 2015-2023 Housing Element as needed, taking into consideration development that has occurred since adoption of the current document as well as the adequate sites requirements under the numerous new State housing laws adopted since the last Housing Element.

Rezoning analyses (if needed). If rezoning is necessary to meet the RHNA obligations, we will work with City staff to identify potential areas for rezoning to maintain an adequate housing sites inventory throughout the eight-year planning period. (See Optional Task 8, below.)

Task Deliverables:

» Review and evaluation of relevant background materials

» Memorandum summarizing proposed methodological approach, housing project potential and yield trends, assumptions, and initial sites inventory results and recommended options

» Administrative draft housing sites inventory chapter, list, and map

» Rezoning analyses, if required (see Optional Task 8)

Task 3.5 Housing Constraints

We will identify potential governmental and nongovernmental constraints to housing production, including environmental and infrastructural constraints. This analysis must contain a review of factors that may potentially constrain the development, improvement, and preservation of housing in Pinole. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints. New housing laws require the assessment of nongovernmental constraints, including NIMBYism, lending practices, shortage of labor, and other economic factors. ABAG's Collaborative is expected to provide all cross-jurisdictional comparisons necessary for this task (e.g., comparison of fees and processing time). It will also provide write-ups of typical countywide nongovernmental constraints, including community opposition to housing, cost of construction, limited availability of land, and other topics. Michael Baker will verify and incorporate this data as appropriate. A small time and cost savings is anticipated from use of this information.

Task Deliverables:

» Evaluation and incorporation (as appropriate) of Collaborative prepared materials

» Memorandum summarizing the findings of the housing constraints analysis

» Administrative draft of housing constraints section of 2023-2031 Draft Housing Element

Task 3.6 Housing Plan (Goals, Policies, and Quantified Objectives)

Based upon the analyses and research conducted in the previous tasks, we will update the goals, policies, and quantified objectives section of the Housing Element (the Housing Plan). For each program included in the Housing Plan, we will work with the City to establish the time frame for implementation, specific objectives, funding sources, and responsible agencies. The programs will satisfy the requirements of Government Code Sections 65583(b) and (c).

Task Deliverables:

» Meeting with City staff

» Administrative draft of the Housing Plan (goals, policies, and quantified objectives)

Task 4 – Housing Element Preparation

Task 4.1 Draft Housing Element (Screencheck and Public Review Drafts)

Upon receipt of a comprehensive set of staff review comments and requested changes on the administrative draft chapters, Michael Baker will prepare a complete screencheck review draft Housing Element for staff review and comment.

The public review draft will be published and circulated for public review and comment for at least two weeks prior to submittal to HCD for its initial 90-day compliance review.

Task Deliverables:

» Screencheck draft Housing Element

» Task 2.3 City Council and Planning Commission study sessions

» Public review draft Housing Element

» Submittal of draft Housing Element to HCD along with a submittal letter and completed review checklist for the initial 90-day compliance review

Task 4.2 HCD Substantial Compliance Review and Final Draft Housing Element

Michael Baker will work closely with HCD and City staff, coordinate conference calls, and address public review comments, preliminary HCD review comments on the draft Housing Element during the 90-day review period (if provided), and the HCD review letter. The goal is to achieve a Finding of Substantial Compliance for the draft Housing Element before proceeding to adoption. In this manner, the City Council can adopt the Housing Element with the revisions identified by HCD to obtain certification.

We have proposed a time and materials budget for preparation of the final draft Housing Element. This budget includes up to one set of revisions made during the 90-day HCD review period (if preliminary comments are provided), preparation of a second and third (if required) public and HCD review drafts in response to comments received on the first and second public review drafts, and preparation ofthe final draft Housing Element for the Planning Commission and City Council adoption hearings to address a second and third (if required) round of public review comments and the HCD compliance review letter. This task assumes that the project follows the proposed project schedule which uses the 120-day grace period after the January 31, 2023 adoption deadline to allow preparation of a second public and HCD review draft in response to the public and HCD comments on the public review draft. This task assumes a limited time to make a final set of revisions in response to the second public and HCD comments on the second draft in time for adoption before the end of the 120-day grace period which ends May 31, 2023. A third draft will be prepared, if necessary.

Task Deliverables:

» Presentations of draft Housing Element to the Planning Commission and City Council (see Task 2.4)

» Review of public review comments and preparation of responses and revisions with City staff

» One set of interim revisions to the draft Housing Element update during the HCD review (pending HCD interim preliminary review comments)

» Conference calls and correspondence with HCD and City staff to answer questions and address key issues

» Preparation of a second public and HCD review draft

» Preparation of a final draft for Planning Commission and City Council hearings, and adoption

Task 5 – California Environmental Quality Act (CEQA)

It is not known whether the City has adequate sites to meet the 6th Cycle RHNA, and to what extent rezoning will be required. It may be possible the Housing Element could be adopted with preparation of an Addendum to the City's or an Initial Study (Mitigated) Negative Declaration (IS/MND). Michael Baker recognizes that Housing Elements require a tailored CEQA approach, that oftentimes cannot be determined until further into the Planning Process. As such, Michael Baker has included a CEQA strategy task that would allow our team to review existing planning documents, the proposed projects, rezoning, and other project components to determine the most appropriate CEQA document for the project.

Task 5.1: CEQA Strategy Development

There is no "one size fits all" approach to CEQA compliance for Housing Element updates. The Michael Baker team will work collaboratively with City staff to outline the best path forward based on the overall objectives of the City. Considerations will include:

- Extent of rezoning actions to accommodate the RHNA allocation

- Nature and scope of available planning documents, including the General Plan EIR, prior cycle Housing Element approvals, or recent major development project evaluations
- Desired utility of CEQA process to streamline future housing approvals
- Feasibility of meeting state schedule mandates

Starting at project kick off, our CEQA team will work alongside the Housing Element team to review the proposed rezoning required as well as other components of the Housing Element update. Once our team completes document reviews and addresses other considerations outlined above with City staff, we will provide a CEQA Strategy Memorandum that details the CEQA compliance path, key data needs to meet milestones, and a budget. It is anticipated that the CEQA scope of work will be able to be defined once a preliminary sites inventory has been developed. Michael Baker will work to develop the CEQA scope as early in the process as possible, to reduce the overall project timeline.

Michael Baker understands that the City has SB 2 funds that have been set aside to update the Three Corridors Specific Plan, which is an area that the City anticipates may be included in the City's sites inventory. Michael Baker will evaluate a range of potential CEQA options, including potentially addressing the rezoning required to meet the City's RHNA through a revision to the Three Corridors Specific Plan and Specific Plan EIR.

CEQA compliance costs and timelines could range from $25,000 and 3 months for an Addendum to a previously certified Environmental Impact Report (EIR), to approximately $250,000 and 12 months if a new EIR is required. If impacts can be avoided via mitigation, a Mitigated Negative Declaration (MND) could potentially be a "middle ground" solution.

Deliverable:

- CEQA document review, project description, strategy memorandum

Task 6 – Housing Element Adoption and Certification

Task 6.1 Planning Commission and City Council Hearings

The Michael Baker team will prepare for and attend one Planning Commission hearing and one City Council hearing for the adoption of the Housing Element update. Up to two members of the Michael Baker team will be available to attend each hearing and respond to comments and questions. This task also includes preparation of one flyeradvertising both hearings. City staff will be responsible for room reservations, required public notices, and staff reports for these meetings. We will take the lead role in preparing and delivering the Planning Commission and City Council staff reports and presentations for each , in collaboration with City staff. It is assumed that Michael Baker will attend and coordinateall workshops and hearings virtually through online engagement platforms, due to ongoing varying COVID-19 protocols among participants. If desired, in-person attendance can be provided on a time and materials.

Task Deliverables:

» Advertisement

» Attendance and support at one Planning Commission hearing and one City Council hearing

Task 6.2 State Certification

After adoption, the Housing Element update must be submitted to HCD for its final review. We will serve as the City's liaison with HCD and will assist the City in achieving certification of the Housing Element. This task assumes an HCD letter of substantial compliance on the public review or adopted draft. We have proposed a time and materials budget to address final technical revisions that HCD may require for certification. This task does not include revisions that require re-adoption of the Housing Element.

Task Deliverables:

» Submittal of City-adopted Housing Element to HCD for final 60-day review and certification

» Coordination with HCD and City staff to discuss and address any remaining technical comments and revisions to obtain certification

» One set of final revisions to address final technical comments from HCD during the 60-day review period

Task 7 – Safety Element Update

Since the City is updating the Housing Element, in accordance with State law, the Safety Element is also required to be updated. Government Code Section 65302 (g) (1) governs the requirements of a Safety Element. This section identifies the need for cities and counties to understand their vulnerabilities to hazards such as seismic hazards (primary and secondary), wildfires, geologic issues (landslides, subsidence, etc.), flooding, climate change, and other natural hazards. In addition, most communities focus on human-made conditions, such as crime, public health crises, power outages, and handling of hazardous materials that could impact a community. As part of this update, it will be essential to focus on updated data and information regarding these hazards, with attention to conditions within Pinole and surrounding cities, as hazards do not respect boundary lines.

The Safety Element will also include the necessary framework and information to comply with SB 379 requirements, which went into effect on January 1, 2017. This legislation requires integrating the Local Hazard Mitigation Plan (LHMP) and/or Emergency Management Plan into the Safety Element at the time of the update. The Michael Baker team will work with the City to ensure the plans and programs are complementary to one another.

Task 7.1 Data Collection

It is anticipated that during the project kickoff meeting, City staff will provide the project team with guidance regarding data sources to aid in the collection process, GIS data files, and all relevant existing documents and materials.Michael Baker will evaluate the existing data and identify additional data needs. It is assumed data will be collected from in-house sources and outside agencies. Sources of data may include but are not limited to the following:

» City's planning, public works, and emergency management department

» City's Municipal Code

» Contra Costa County Hazard Mitigation Plan

» CalFire

» Cal Adapt

» Federal Emergency Management Agency (FEMA)

» California Office of Emergency Services (Cal OES) - My Hazards

» California State Water Resources Control Board - Geo Tracker

» California Department of Conservation geologic and seismic activity data

If additional technical studies are required, the project team will identify whether a change in scope of work will be necessary to assist the City in addressing additional needs.

Task Deliverables:

» Kick-off Meeting Materials

» Data Request Memorandum

Task 7.2 Existing Conditions, Mapping, and Vulnerability Assessment

Michael Baker will document and provide relevant mapping for existing hazards recognized and experienced under the following categories:

» Emergency Preparedness

» Evacuation Routes

» Areas Without Access to Two Evacuation Routes

» Geologic Hazards/Seismic Activity

» Wildfire Hazards and Protection

» Flood Hazards and Inundation Zones

» Climate Change Resiliency

» Hazardous Materials

» Public Safety Services and Facilities

Hazard information will be cross-referenced with the parcel, road, hydrologic, and other data to prepare meaningful and applicable maps to help the City with decision making. Pursuant to Government Code 65302 (g), this includes identifying residential developments in any hazard area identified in the Safety Element that do not have at least two emergency evacuation routes.

Vulnerability Assessment: In accordance with SB 379, upon the next revision of an LHMP, on or after January 1, 2017, the Safety Element must be reviewed and updated as necessary to address climate adaptation and resiliency strategies. The bill requires the update to include a set of goals, policies, and objectives based on a vulnerability assessment, identifying the risks that climate change poses to the local jurisdiction and the geographic areas at risk from climate change. FEMA and Cal OES records indicate that the City does not have an active HMP or expired HMP. Thus a vulnerability assessment must be conducted as a stand-alone document prior to the development of the Safety Element. The vulnerability assessment will be created in accordance with FEMA and Cal OES guidelines, so the City can integrate into future HMP updates as desired.

The vulnerability assessment will include hazard profiles for relevant natural hazards that have the potential to affect the City of Pinole. Hazard profiles will document the definition of the hazard, location and extent of past occurrences, the probability of future occurrences, and climate change considerations. For natural hazards with mapped hazard zones, Michael Baker will prepare GIS base maps to illustrate the location, extent, and severity.

Michael Baker will also work with the City to establish a list of critical facilities for use in the vulnerability assessment. Critical facilities lists can be created from past HMPs, Emergency Operations Plans or other lists City staff may utilize. Michael Baker will prepare the vulnerability assessment using the approved critical facilities list and hazard profile maps prepared. The vulnerability assessment will consist of an analysis overlaying these two data sets and identifying the facilities that are vulnerable to profiled hazards. The vulnerability assessment will include the following, based on data availability:

- Types/numbers of buildings, infrastructure, and critical facilities located within identified hazard areas;
- An inventory of repetitive flood loss structures, as defined by FEMA, if applicable; and,
- Description of land uses and development trends to advise future land use decisions.

The result of this analysis will be presented in tables identifying facilities/infrastructure and the relevant hazards most likely to affect these facilities. Exhibit maps will correspond to this latest information.

In addition, Michael Baker will evaluate the impacts of natural hazards to vulnerable populations, including those that are reliant on others for their well-being, such as young children, individuals with disabilities, individuals dependent on medical equipment, individuals with impaired mobility, as well as individuals with impaired mobility, as well as people with low socioeconomic levels. Age, socioeconomic status, access to services, physical and mental conditions, and other conditions affect the ability to respond to a natural disaster or man-made hazard event. Michael Baker will conduct a thorough analysis of vulnerable populations within the City of Pinole to better inform policy in the Safety Element and Environmental Justice Element.

Task Deliverables:

» Screencheck Existing Conditions and Vulnerability Assessment (text and graphic mock-ups)

» Provide one revision to the existing conditions section based on City comments

Task 7.3 Safety Element Community Engagement

Community engagement effort for Safety element will be merged with the Community Engagement efforts for the Housing Element as described in Task 2 and will the following

- Community Workshops (2)
- Initial City Council and Planning Commission Study Session
- Stakeholder interviews (up to 4)
- Online Survey

The online survey can be a separate survey from Housing Element or a merged survey. We will discuss the best strategy with the City during the kickoff meeting. The stakeholder interviews, at a minimum, will include reaching out to public works, sheriff's dept, and fire department.

We will provide the outreach materials (e.g., flyers, handouts, surveys) in English. The flyers and survey only will be provided in three additional languages of Spanish, Cantonese, and Tagalog, or as the City determines.

Task Deliverables:

» Two virtual community workshop events including one interpreter per workshop

» Initial City Council or Joint City Council/Planning Commission Study Session

» Stakeholder interviews

» Online Safety Element survey

» Collateral materials

Task 7.4 Draft Safety Element and Consultations

The project team will prepare a screencheck draft Safety Element for initial staff review in compliance with Government Code Section 65302(g)(3). Since the last update in 2013, several bills have been passed, including SB 379 (2015), SB 1035 (2018), SB 99 (2019), and AB 747 (2019). The Safety Element will comply with legislative updates since the last Safety Element update process.

Michael Baker will coordinate with the City to create a set of adaptation and resilience objectives, goals, policies, and feasible implementation measures that will complement the LHMP.

Michael Baker will also document evacuation routes and access to evacuation routes (SB 99) as a part of the Safety Element update. This will include an introduction, existing conditions, relationship to other elements, and goals and policies.

Since the City's LHMP was updated in 2018 and will expire in 2023 if the Safety Element is adopted prior to the expiration of the LHMP, then the City will not need to comply with AB 747, which requires a community to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios. However, if the City would like to conduct such a study, we will provide an added scope and fee for this task.

Consultation with CalFire: Consultation with CalFire is also required for communities with areas designated as Very High Fire Hazard Areas (VHFHA) and State Responsibility Areas (SRA). Several areas within the City are mapped by CalFire as VHFHA, primarily south and southwest of Pinole Valley Road. Thus, the City will be required to consult with CalFire regarding wildfire-related policies.

Evacuation Routes Study: Under AB 747 the City's Safety Element will need to address evacuation planning for any emergency scenarios that would warrant an evacuation of populations within the affected areas. The evacuation planning is a component of the Local Hazard Mitigation Plan (LHMP). This requirement became effective as of January 1, 2022 and will be required for the development of a new or updated LHMP. An Evacuation Route Capacity Analysis will need to be conducted that identifies evacuation routes and their capacity, safety, and viability under a range of emergency scenarios.

The primary hazard faced by the City of Pinole that may require the evacuation of impacted areas include wildfire hazard incidents and flooding primarily and assumes up to three evacuation scenarios. The study includes the following elements :

1. Coordinate with the City to identify the principal wildfire hazards that need to be addressed in the LHMP.
2. Develop "most likely" emergency scenarios that would require the evacuation of populations within the City.
3. Define evacuation zones that would be involved in the evacuation scenarios.
4. Identify primary evacuation routes that are available for evacuation zones involved in each emergency scenario.
5. Estimate the evacuation route vehicle handling capacity (e.g., vehicles per hour and queuing capacity) for each emergency evacuation routing scenario.
6. Assess safety considerations and evacuation route viability for the various emergency evacuation scenarios being studied.
7. Documentation of study findings and recommendations including evacuation routing exhibits for each emergency evacuation scenario.

Following City review of the screencheck draft and receipt of initial comments, Michael Baker will incorporate revisions to create an administrative draft. The comments received on the administrative draft will be incorporated to prepare a public review draft.

Task Deliverables:

» One electronic file of draft Safety Element

» Coordination with CalFire

Task 7.4 Final Safety Element

Michael Baker will compile all comments received on the public review draft Safety Element and will incorporate changes as necessary. The Final Safety Element will be used for Planning Commission and City Council review and will also be made available to the public. Michael Baker will also prepare a staff report, resolutions for adoption, and any required presentations/handouts.

Following public hearings before the Planning Commission and the City Council and confirmation with City staff of desired changes, the Michael Baker team will revise and finalize the Safety Element.

Task Deliverables:

» One electronic file of final Safety Element

» Hard copies of final Safety Element (on a cost per materials basis)

» One Planning Commission public hearing and presentation as appropriate

» One revision to the draft Safety Element if deemed necessary

» One City Council public hearing and presentation as appropriate

Task 8 – Environmental Justice Element

Government Code Section 65302(h) states that a jurisdiction must "adopt or review the environmental justice element, or environmental justice goals, policies and objectives in other elements, upon the adoption or next revision of two or more elements concurrently on or before January 1, 2018." As the scope of work proposes to update both t*he Housing Element and Safety Element, the City must also address environmental justice in a stand-alone element or within an existing General Plan element. For purposes of clarity, the scope below recommends a stand-alone element.*

Task 8.1 Data Collection, Existing Conditions and Baseline Assessment

Michael Baker will collect applicable data, review existing conditions and conduct a baseline assessment. The Michael Baker team will analyze the demographics of Pinole to identify any disadvantaged populations following OPR guidelines. Utilizing the California Communities Environmental Health Screening Tool (CalEnviroScreen), we will identify and confirm communities vulnerable to environmental pollution and contaminants. Additional resources to be utilized will be the Department of Housing and Community Development's state income limits and the statewide median income data to ide*ntify any neighborhoods in Pinole with additional burdens; supporting data uncovered in the Housing Element will be utilized when possible. The existing conditions and baseline assessment will also report publicly accessible data regarding hazards, air quality, public facilities, food access, safe and sanitary homes, physical activity, civic engagement. Michael Baker will make goals, policy and objective recommendations for review and evaluation in this deliverable. Exhibits and social vulnerability maps will also be created to be included in the baseline assessment. A screencheck draft will be provided to the City for one round of comments and review.*

Task 8.2 Environmental Justice Community Engagement

Community engagement effort for Environmental Justice element will be merged with the Community Engagement efforts for the Housing Element as described in Task 2 and will the following

- Community Workshops (2)
- Initial City Council and Planning Commission Study Session
- Stakeholder interviews (up to 4)
- Online Survey

The online survey can be a separate survey from Housing Element or a merged survey. We will discuss the best strategy with the City during the kickoff meeting. The stakeholder interviews, at a minimum, will include reaching out to public works, sheriff's dept, and fire department.

We will provide the outreach materials (e.g., flyers, handouts, surveys) in English. The flyers and survey only will be provided in three additional languages of Spanish, Cantonese, and Tagalog, or as the City determines.

Task Deliverables:

» Two virtual community workshop events including one interpreter per workshop.

» Initial City Council or Joint City Council/Planning Commission Study Session

» Stakeholder interviews

» Online Safety Element survey

» Collateral materials

Task 8.3 Draft Environmental Justice Element

After completion of the proceeding tasks, Michael Baker will compile the *information into an administrative draft Environmental Justice Element. This deliverable will include all required components of an*

Environmental Justice Element and clearly respond to OPR guidance. Michael Baker will provide an electronic screencheck administrative draft (Microsoft Word) to the City for internal review. Comments and revisions are anticipated to occur in redline/strike-out track changes.

Michael Baker will *incorporate one consolidated set of comments/revisions into the administrative draft Environmental Justice Element to prepare a public review draft element. Michael Baker will provide an electronic public review draft in PDF and Microsoft Word format to the City. Public Review is anticipated to occur over a minimum 30-day period. The Environmental Justice Element would be made available on the City website, and up to two hard copies available at City locations. The City will be responsible for collecting public comments/questions and distributing to Michael Baker at the close of public review period.*

Task Deliverables:

» One electronic file of draft Environmental Justice Element

Task 8.4 Final Environmental Justice Element

Michael Baker will compile all comments received on the public review draft Safety Element and will incorporate changes as necessary. The Final Safety Element will be used for Planning Commission and City Council review and will also be made available to the public. Michael Baker will also prepare a staff report, resolutions for adoption, and any required presentations/handouts.

Following public hearings before the Planning Commission and the City Council and confirmation with City staff of desired changes, the Michael Baker team will revise and finalize the Safety Element.

Task Deliverables:

» One electronic file of final Environmental Justice Element

» Hard copies of final Safety Element (on a cost per materials basis)

» One Planning Commission public hearing and presentation as appropriate

» One revision to the draft Environmental Justice Element if deemed necessary

» One City Council public hearing and presentation as appropriate

Optional Tasks

Task 9– Rezoning

Optional Rezoning Analyses. If rezoning is necessary to meet the RHNA obligations, Michael Baker will work with City staff to identify potential areas for rezoning to maintain an adequate housing sites inventory throughout the eight-year planning period. This task assumes up to three alternative RHNA site combinations.

The rationale, methodology, and assumptions for any recommended rezoning areas will be incorporated into the sites inventory and resources chapter. If necessary, City staff will work with and seek letters of support from affected properties for inclusion in the sites inventory and for potential development of housing or mixed-use development within the eight-year planning period.

For budgeting purposes, we anticipate that rezoning support can be provided for approximately $10,000 to $20,000 to develop and evaluate rezoning scenarios. Once the scope of the rezoning effort has been determined, Michael Baker can prepare a formal scope and fee.

Task 10 – General Plan and Specific Plan EIR and Development of Objective Design and Development Standards

Environmental Documents

As noted under Task 5.1, CEQA Strategy Development, Michael Baker will work with the City to develop a comprehensive CEQA strategy that addresses both the Housing Element Policy changes as well as the required rezonings. Michael Baker will work with the City to develop a streamlined CEQA strategy to address the

Housing Element Policy changes, which could potentially be limited to an addencum to the City's General Plan EIR.

Concurrently, the Michael Baker will evaluate the location and extent of the rezoning required, and evaluate the potential to utilize the Three Corridors Specific Plan EIR to address the required rezoning. This could consist of the development of an addendum to the Specific Plan EIR, or the preparation of a subsequent EIR. Michael Baker will work with the City to develop an approach that utilizes the SB 2 funds that have been allocated to allow for updates to the Three Corridors Specific Plan.

Estimated cost to update a General Plan EIR is $150,000 to $200,000. To update a Specific Plan EIR is $100,000 to $150,000.

Objective Design Guidelines and Standards

Michael Baker has the experience and expertise to write, illustrate, and educate the public about design guidelines, development standards, and form-based codes. Our staff has prepared many objective guidelines, codes, and standards, customizing every document to the needs of the community and their available budget. Michael Baker creates comprehensive documents as independent documents, as well as concise project-specific objective guidelines that are often part of an ADU program, general plan, specific plan, revitalization strategy, or vision plan. We estimate this budget to be between $150,000 to $200,000.

Task 11 – Local Hazard Mitigation Plan

Michael Baker has provided hazard mitigation planning services to our clients for 50 years, with a strong track record in preparing hazard mitigation plans in accordance with the Disaster Mitigation Act of 2000 and other Cal OES/FEMA guidelines. Michael Baker frequently prepares both single-jurisdiction and multi-jurisdiction hazard mitigation plans and is experienced in expediting plan preparation and processing efforts. Our integrated approach has been tested time and time again, while providing flexibility to meet the client's needs. A recent LHMP prepared for the City of Rancho Santa Margarita received no comments upon submittal from Cal OES and FEMA; both agencies commended Michael Baker for a top-tier plan.

As the existing Contra Costa County Hazard Mitigation Plan expired and the City did not participate in the 2016 plan update, Michael Baker proposes a single-jurisdiction LHMP update on behalf of the City of Pinole. Our approach as outlined below will streamline the Safety Element update process by preparing an up-to-date vulnerability analysis to the benefit of both deliverables.

The LHMP planning and development process involves organizing a project management and stakeholder group and conducting a jurisdiction profile (including development trends and evaluation of vulnerable populations), risk assessment (hazard identification, hazard event history, specific vulnerability assessment, and existing capabilities), hazard mitigation strategy, and identification of maintenance LHMP process (including integration with other planning initiatives). The community outreach strategy would meet FEMA requirements, and would include an online community survey, web content/social media graphics, and one community workshop. The Michael Baker team would ensure consistency with the previous LHMP format, while updating to account for changes in the City since previous plan expiration.

Michael Baker anticipates that the peparation of an LHMP will require a budget between $35,000 and $70,000. Michael Baker can provide a detailed line-item scope and fee upon request.

NOTE: The Fee ranges provided for the optional tasks are based on current information that Michael Baker has received and without full awareness of the scope of the projects. The fees are subject to change.

Assumptions and Exclusions:

1. All draft and final deliverables will be in electronic format (Microsoft Word, PDF, PowerPoint, Excel).

2. Consultant attendance at meetings and hearings will be via Microsoft Teams, Webex, Zoom, or equivalent, except where specifically noted. In-person attendance at meetings, workshops, and hearings will be charged on a time and materials basis, including all travel time and expenses.

3. This scope and cost proposal do not include preparation of any CEQA documentation or analyses required aside from an administrative IS. The Housing Element update could be approved subject to an Addendum or Amendment that tiers off of the 2010 General Plan Update EIR. Alternatively, an MND or EIR could be required. It is assumed all CEQA studies, documentation, and public notification and outreach required for any of the options listed above would be determined after completion of the administrative IS and included under a separate scope and fee.

4. Rezoning and required CEQA analyses and documentation are not included in this scope. Any necessary rezoning will be subject to a separate CEQA review under a separate scope and fee.

5. The project team and City will rely on the content, accuracy, and adequacy of the data provided by the County Collaborative and ABAG Regional Housing Technical Assistance Program for the Needs Analysis, Constraints Analyses, Sites Inventory, and Affirmatively Furthering Fair Housing. This includes Pinole-specific:
   a) Needs Analysis graphs, data, and discussion points for all required data, including population, demographic, housing, market conditions and regional comparisons;
   b) Constraints analysis, including all cross jurisdictional comparisons necessary for this task (e.g., comparison of fees and processing time); discussion of typical countywide nongovernmental constraints, including community opposition to housing, cost of construction, limited availability of land and other topics;
   c) Sites inventory initial analysis utilizing ABAG's HESS Tool; and
   d) Community outreach support and materials.

6. City and fair housing service provider(s) will document local fair housing services and demonstrate compliance with and enforcement of all fair housing laws.

7. City staff will provide GIS map layers and parcel data including geocoded address and rectified (removal and resolution of duplicate or missing) APN for development project sites that have been built, approved and pending entitlement during the 2015-2023 cycle.

8. City staff will identify potential eligible sites based on local knowledge. If necessary, City staff will identify and contact property and business owners to obtain information to identify the likelihood of development, recycling, or redevelopment of the site within the 6th Cycle planning period.

9. City staff will provide summaries of the relevant specific plans and assumptions regarding development potential during the 6th Cycle planning period including developer contact and opinion, market, pro forma studies and other technical studies.

10. This scope does not include revisions or amendments that require readoption of the Housing Element.

Price Proposal and Staffing Plan

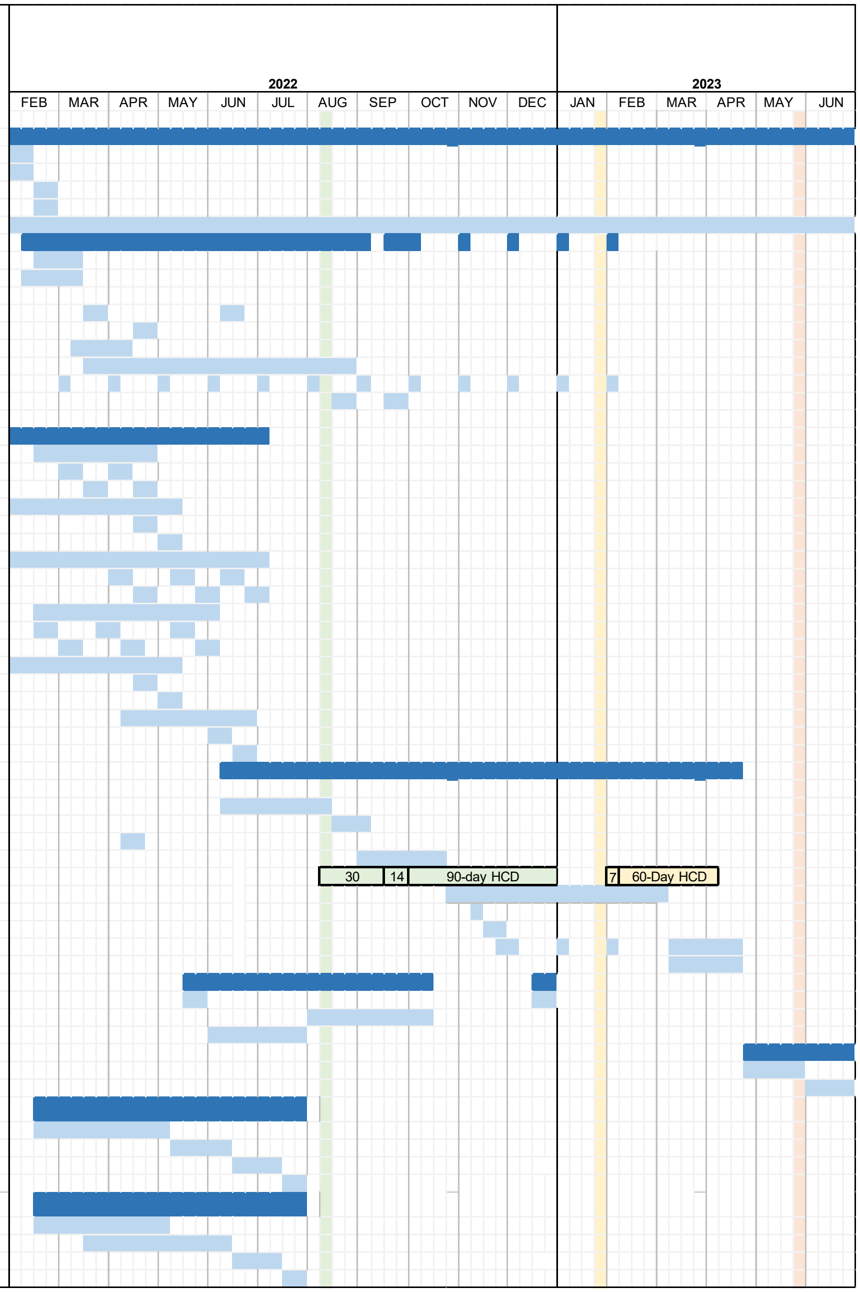
A detailed cost proposal is provided on the following fee schedule on a fixed fee, not to exceed basis with the exception of the tasks specifically noted as time and materials. The fee includes a recommended contingency budget of $40,000 (9%) of the total cost of all regular tasks as a contingency to account for unforeseen circumstances or miscellaneous City requests or modifications to the scope once underway. These funds can only be used with prior City authorization and would be billed on a time and materials basis. Michael Baker reserves the right to adjust and transfer hours between staff and tasks.

FEE PROPOSAL City of Pinole 2023-2031 Housing Element Update January 14, 2022 (Rev. Jan. 26, 2022)	Project Manager	Housing Element Leads	Strategic Advisor	Safety Element Lead	Evacuation Routes Study Lead	Environmental Justice Element / VA Lead	CEQA Lead	Community Engagement Lead	Planning Analysts	GIS Specialist	Technical Writer/ Graphics	Total Hours	Direct Costs (e.g., travel, vendors)	Labor Cost	Total Fee
	Veazey	Wery	VTA	Barbhaya	Davis	Steele	Minegar	Elliott	Chapman, Liska, Kreitman						
HOURLY RATE:	$235	$200	$190	$180	$220	$140	$250	$185	$120	$110	$120				
Task 1: Project Management and Coordination	26	56	24	2			14	38	22	0	0	182	$300	$ 35,400	$ 35,700
1.1 Kickoff meeting	4	4	4	2			2	4	4			24		$4,580	
1.2 Project Schedule	2	8	4				2	4	8			28		$5,030	
1.3 Project Management and Coordination	20	44	16				10	30	10			130		$25,790	
Task 2: Community Engagement	56	38	4	46	0	46	0	103	236	0	50	579	$7,000	$ 89,615	$ 96,615
2.1 Community and Stakeholder Outreach & Engagement Strategy	4	6	4					8	8		2	32		$5,580	
2.2.a Outreach Materials (includes 3 non-english languages)	2	4		4		4		12	38		12	76	$5,300	$10,770	
2.2.b Website	2								40			42		$5,270	
2.3 Community Outreach/Engagement Meetings and Activities															
2.3.1 Community Workshops	16	6		8		8		20	36		8	102		$16,500	
2.3.2 City Council and Planning Commission Study Sessions (2)	6	6		6		6		14	36		8	82		$12,400	
2.3.3 Focus Groups (up to 4) / Stakeholder Interviews (up to 5)	4	4		8		8		25	24		2	75		$12,045	
2.3.4 Online Surveys for HE, EJ, SE	4			8		8		8	30		4	62		$9,060	
2.3.5 Monthly Staff Reports (12)	12	4		4		4		8			12	44		$7,820	
2.4 Public Review Draft Hearing - CC and PC (2)	6	8		8		8		8	24		2	64	$1,700	$10,170	
Task 3: Research and Analysis (Administrative Draft Chapters)	46	96	24	0	0	0	0	39	330	42	34	611	$200	$ 90,085	$ 90,285
3.1 Evaluation of 2015-2023 Housing Element & Accomplishments	6	12	4					4	10		2	38		$6,750	
3.2 Housing Needs Assessment	4	8	4					4	80		6	106		$14,360	
3.3 Affirmatively Furthering Fair Housing (AFFH)	12	16	4					12	60	20	8	132		$19,360	
3.4 Housing Resources and Sites Inventory	6	20	4						100	16	6	152		$20,650	
3.5 Housing Constraints	6	20	4					4	40	6	6	86		$13,090	
3.6 Housing Plan (Goals, Policies, and Quantified Objectives)	12	20	4					15	40		6	97		$15,875	

Task 4: Housing Element Preparation	42	105	26	0			0	26	232	16	32	479	$200	$ 74,060	$ 74,260
4.1 Draft Housing Element															
Screencheck Draft Housing Element	10	20	8					10	80	4	12	144		$21,200	
City Council and Planning Commission Study Sessions (see 2.3.2)												-			
Public Review Draft	10	20	4					6	40	4	6	90		$14,180	
4.2 HCD 90-Day Substantial Compliance Review & Final Draft												-			
Public Review Draft Meeting & Hearing (2) (see Task 2.4)												-			
Public Comments Review & Revisions	8	20	2					10	32	4	6	82		$13,110	
Final Draft, response to HCD comments, HCD meetings (time & materials budget - estimate for 2 sets of revisions)	14	45	12						80	4	8	163		$25,570	
Task 5: CEQA Coordination	2	8	0	0			10	0	20	0	2	42	$300	$ 7,210	$ 7,510
5.1 CEQA Strategy Development	2	8					10		20		2	42		$7,210	
Task 6: Housing Element Adoption and Certification	12	24	4	0			0	0	60	0	0	100	$1,600	$ 15,580	$ 17,180
6.1 Planning Commission and City Council Hearings (2)	8	12							48			68		$10,040	
6.2 State Certification (Time & Materials Budget)	4	12	4						12			32		$5,540	
Task 7: Safety Element Update	6	12	0	128			0	0	300	24	20	590	$200	$ 86,690	$ 86,890
7.1 Data Collection		2		16					16			34		$5,200	
7.2 Existing Conditions, Mapping, and Vulnerability Assessment		4		28		40			80	24	6	182		$24,400	
7.3 Safety Element Community Engagement												-		$0	
7.4 Draft Safety Element and Consultations	2	2		60	60				180		8	312		$47,430	
7.4 Final Safety Element	4	4		24					24		6	62		$9,660	
Task 8: Environmental Justice Element	0	0	0	20			0	0	154	0	0	250	$200	$ 32,720	$ 32,920
8.1 Data Collection, Existing Conditions and Baseline Assessment				10		30			70			110		$14,400	
8.2 Environmental Justice Community Engagement												-		$0	
8.3 Draft Environmental Justice Element				8		30			80			118		$15,240	
8.4 Final Environmental Justice Element				2		16			4			22		$3,080	
TOTAL ALL TASKS	190	339	82	176			24	206	1200	82	138	2,583	$ 16,800	$ 431,360	$ 441,360
Miscellaneous Tasks Contingency (time & materials)														$ 0	$ 40,000
										GRAND TOTAL					**$481,360**
Estimated hours. Michael Baker reserves the right to adjust and transfer hours between staff and tasks. Prior City approval required to exceed any task budget.															

Project Schedule

City of Pinole
Housing & Safety Element Update
January 14, 2022 (Rev. January 26, 2022)



TASKS

Task 1: Project Management and Coordination
- 1.1 Project Kick-off Meeting
- 1.2 Project Schedule
  - City Review
  - Incorporate City Comments
- 1.3 Project Management, Coordination, and Quality Control

Task 2: Community Engagement
- 2.1 Community and Stakeholder Outreach & Engagement Strategy
- 2.2 Outreach Materials
- 2.3 Community Outreach/Engagement Meetings and Activities
  - 2.3.1 Community Workshops (up to 2)
  - 2.3.2 City Council and Planning Commission Study Sessions (1@)
  - 2.3.3 Focus Groups and Stakeholder Interviews
  - 2.3.4 Online Housing Needs Survey
  - 2.3.5 Monthly Staff Reports (12)
  - 2.4 Public Review Draft Hearing (2)

Task 3: Research and Analysis
- 3.1 Evaluation of 2015-2023 Housing Element & Accomplishments (Administrative Draft)
  - City Review
  - Incorporate City Comments
- 3.2 Housing Needs Assessment (Administrative Draft)
  - City Review
  - Incorporate City Comments
- 3.3 Affirmatively Furthering Fair Housing (AFFH) (Administrative Draft)
  - City Review
  - Incorporate City Comments
- 3.4 Housing Sites Analysis and Opportunities (Administrative Draft)
  - City Review
  - Incorporate City Comments
- 3.5 Housing Constraints (Administrative Draft)
  - City Review
  - Incorporate City Comments
- 3.6 Housing Goals, Policies, and Quantified Objectives (Administrative Draft)
  - City Review
  - Incorporate City Comments

Task 4: Housing Element Preparation
- 4.1 Draft Housing Element
  - Screencheck Draft Housing Element
  - City Review
  - City Council (or joint PC) Study Session (see 2.3.2)
  - Public Review Draft

AB 215 Mandatory Public Review (30+14+90 day HCD)
- 4.2 HCD Draft (90-Day Substantial Compliance Review)
  - Public Review Draft Meeting & Hearing (1) (see Task 2.4)
  - Public Comments Review & Revisions
  - Revised HEU, response to HCD comments, meetings (Time & Materials Budget)
  - City Review

Task 5: California Environmental Quality Act
- 5.1 Project Initiation
- 5.2 Administrative Draft Initial Study/Addendum
- 5.3 Technical Studies Reviews (Plan EIRs)

Task 6: Housing Element Adoption and Certification
- 6.1 Planning Commission and City Council Hearings
- 6.2 State Certification

Task 7: Safety Element Update
- 7.1 Data Collection
- 7.2 Existing Conditions and Mapping
- 7.3 Draft Safety Element and Consultation with Cal Fire
- 7.4 Final Safety Element

Task 8: Environmental Justice Element
- 8.1 Data Collection, Existing Conditions and Baseline Assessment
- 8.2 Environmental Justice Community Engagement
- 8.3 Draft Environmental Justice Element
- 8.4 Final Environmental Justice Element

Michael Baker
INTERNATIONAL

D. EXCEPTIONS TO THE RFP

Michael Baker would like to acknowledge that, given the very tight timeline to produce the Housing Element update and meet the new statutory requirements, the team will make every effort to produce a document that meets HCD's requirements in order for the Housing Element update to be certified by the State-mandated deadline. There are, however, many variables outside of our control, not insignificantly, the expertise and discretion of the HCD reviewer. In addition, HCD has mandated extensive review periods that significantly impact the time available to produce document content. While we can ensure that the required update will be completed on time, we cannot ensure the timeliness of certification by HCD.

E. COMMENTS ON CITY STANDARD CONSULTING SERVICES AGREEMENT

Michael Baker appreciates the opportunity to review and provide any questions on the City's professional services agreement. We respectfully request consideration of the following comments, due to insurance commercially available, and the professional standard of care required for performance of the services.

Section 2.2 (Monthly Payment) – Due to the potential for subjectivity in the use of terms such as "satisfactorily", modification is requested to refer to the Standard of Performance set out in Section 1.2 as follows: "City shall make monthly payments, based on invoices received, for services performed in accordance with the Standard of Performance, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant."

Section 2.3 (Final Payment) – For the same reason as stated above, and to remove the retainage reference, modification of this clause is requested to: "City shall pay the final sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been performed in accordance with the Standard of Performance."

Section 2.8 (Payment upon Termination) – For the same reason as explained above, modification of the term "satisfactorily completed" is requested to "completed in accordance with the Standard of Performance".

Section 4 (Insurance Requirements) – We can comply with the types and limits of insurance required, but wish to explain some terms which are either not commercially available, or not in accordance with corporate policies as follows: Section 4.3.1 – Modification of the $150,000 deductible to $200,000 as this is the deductible carried for this policy. Also, for disclosure purposes under Section 4.4.5, we also carry deductibles of: $100,000 Automobile; $250,000 Commercial General Liability; $500,000 Workers Compensation. Section 4.4.2 – Modification of the requirement to provide complete copies of policies to "certificates of insurance" is requested. Due to security and confidentiality concerns, our corporate offices does not typically release policies of insurance outside the company. Section 4.4.3 – We cannot provide endorsements with the wording as required under this section. Major carriers will provide advance notice only for cancellation, and the notice is sent by regular US mail. Section 4.4.4 – The endorsement number referenced in this section, CG 2010 (11/83 ed) is specific to commercial general liability insurance, and cannot apply to all policies. We can provide additional insured endorsements only under commercial general liability and automobile liability.

Section 9 (Keeping and Status of Records), Subsection 9.1. Modification of the third sentence is requested as follows, as the professional cannot control how deliverables are used once in the hands of the client as acknowledged by the City: "It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the

City and are not necessarily suitable for any future or other use, therefore any reuse or modification by City of any such materials on other projects without Consultant's prior written consent shall be at the sole risk of the City and Consultant shall not be held liable for any negative results of such reuse or modification.

Section 10 (Miscellaneous Provisions) - The addition of the following clause is requested to address circumstances outside the control of the contracting parties: "Waiver of Consequential Damages. Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable."

We appreciate the City's consideration of the above, and will work with the City to come to agreement on any comment of concern.

F. DISCLOSURE OF CONFLICT OF INTEREST

Michael Baker International provides services to public and private clients nationwide and has a major presence in California where much of our work is with municipalities and other public agencies. We adhere to an objective third party approach to our services; therefore, outside of business contractual arrangements, we have no financial interest with any of our clientele.

G. ACKNOWLEDGEMENT THAT KEY PERSONNEL CANNOT BE SUBSTITUTED WITHOUT PERMISSION

Michael Baker agrees to request permission to substitute any of the key personnel listed in this proposal. Michael Baker will immediately inform City staff if a key staff member is no longer available due to circumstances beyond our control.

H. BUSINESS LICENSE

Michael Baker supported the City's multi-phase fee project and maintained a Pinole business license during 2021. We will be sure to renew that license should we be selected to complete this work.

DocuSign

Certificate Of Completion

Envelope Id: 29175A6423274CE389064E65E4DF51F5		Status: Completed
Subject: Please DocuSign: Housing Health Safety Env Justice Update Contract - MBI and Pinole - 3-9-22.do...		
Source Envelope:		
Document Pages: 59	Signatures: 5	Envelope Originator:
Certificate Pages: 5	Initials: 1	Lilly Whalen
AutoNav: Enabled		2131 Pear St
EnvelopeId Stamping: Enabled		Pinole, CA 94564
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		lwhalen@ci.pinole.ca.us
		IP Address: 207.105.182.162

Record Tracking

Status: Original 3/9/2022 10:44:21 AM	Holder: Lilly Whalen lwhalen@ci.pinole.ca.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Pinole	Location: DocuSign

Signer Events	Signature	Timestamp
Ali Seyedmadani ali.seyedmadani@mbakerintl.com Security Level: Email, Account Authentication (None)	DocuSigned by: Ali Seyedmadani 1C9E229E5ACE417... Signature Adoption: Pre-selected Style Using IP Address: 99.185.0.239	Sent: 3/9/2022 10:50:07 AM Viewed: 3/9/2022 3:26:37 PM Signed: 3/9/2022 3:27:17 PM
Electronic Record and Signature Disclosure: Accepted: 3/9/2022 3:26:37 PM ID: c6d61c3e-23c1-4b90-8454-d1233594c766		
Andrew Murray amurray@ci.pinole.ca.us City Manager Security Level: Email, Account Authentication (None)	DocuSigned by: 008692C995E4430... Signature Adoption: Drawn on Device Using IP Address: 192.184.207.154	Sent: 3/9/2022 10:50:07 AM Viewed: 3/9/2022 11:14:45 AM Signed: 3/9/2022 11:16:02 AM
Electronic Record and Signature Disclosure: Accepted: 3/9/2022 11:14:45 AM ID: acf6f6f2-796e-4957-ab13-06ec762c013c		
Eric Casher ecasher@meyersnave.com Security Level: Email, Account Authentication (None)	DocuSigned by: Eric Casher 9FCC7F1E193045D... Signature Adoption: Pre-selected Style Using IP Address: 206.169.145.130	Sent: 3/9/2022 10:50:08 AM Viewed: 3/9/2022 11:08:58 AM Signed: 3/9/2022 11:09:20 AM
Electronic Record and Signature Disclosure: Accepted: 3/9/2022 11:08:58 AM ID: c97d0134-feb2-472a-a6dc-4b6a296f18ce		
Heather Bell hbell@ci.pinole.ca.us Security Level: Email, Account Authentication (None)	DocuSigned by: B8172BA790914FF... Signature Adoption: Drawn on Device Using IP Address: 98.37.67.154 Signed using mobile	Sent: 3/9/2022 10:50:08 AM Resent: 3/15/2022 12:38:16 PM Viewed: 3/15/2022 12:41:10 PM Signed: 3/15/2022 12:41:43 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/15/2022 12:41:10 PM ID: 76015b27-aa43-4653-a58e-cb14fb280ead		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Lilly Whalen LWhalen@ci.pinole.ca.us Community Development Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/9/2022 10:50:09 AM Resent: 3/15/2022 12:41:56 PM Viewed: 3/9/2022 10:50:39 AM
Pam Warfield pwarfield@mbakerintl.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/9/2022 10:50:09 AM Viewed: 3/9/2022 1:42:36 PM
Susan Veazey Susan.Veazey@mbakerintl.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/9/2022 10:50:09 AM Viewed: 3/9/2022 10:53:53 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/9/2022 10:50:09 AM
Certified Delivered	Security Checked	3/15/2022 12:41:10 PM
Signing Complete	Security Checked	3/15/2022 12:41:43 PM
Completed	Security Checked	3/15/2022 12:41:43 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Pinole (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Pinole:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: hiopu@ci.pinole.ca.us

To advise City of Pinole of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at hiopu@ci.pinole.ca.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Pinole

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to hiopu@ci.pinole.ca.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Pinole

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to hiopu@ci.pinole.ca.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Pinole as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Pinole during the course of your relationship with City of Pinole.

AMENDMENT No. 1 TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PINOLE AND THE MICHAEL BAKER INTERNATIONAL

This First Amendment to the Consulting Services Agreement dated March 9, 2022 (the "Agreement"), between the City of Pinole, a general law city and municipal corporation, ("City") and Michael Baker International (MBI) ("Consultant") (together sometimes referred to as "Parties") is approved as of the date executed below.

Effect of Amendment. The terms and conditions of this Amendment are intended by the Parties to modify the Agreement. To the extent there is any inconsistency between the terms of this Amendment and the terms of the Agreement and/or its Appendix, the terms of this Amendment shall control.

Section 1 of the Agreement shall be amended to extend the term of services through June 30, 2024.

With the exception of the foregoing, all other terms and conditions in the Service Agreement, as previously amended, remain in force and effect.

The Parties have executed this Amendment to the Agreement as of the date signed by the City.

City of Pinole

DocuSigned by:

008692C995E4430...

Andrew Murray, City Manager

Dated: 6/30/2023

Contractor

DocuSigned by:

Trudi Lim

426E8878D1314CF...

Trudi Lim, Sr. Vice President, Western Regional Director

Dated: 6/30/2023

Attest:

DocuSigned by:

Heather Bell

417B39FF517849F...

Heather Bell, City Clerk

Approved as to Form:

DocuSigned by:

Eric Casher

9FCC7F1E193043D...

Eric S. Casher, City Attorney

AMENDMENT No. 2 TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PINOLE AND THE MICHAEL BAKER INTERNATIONAL

This Second Amendment to the Consulting Services Agreement dated March 9, 2022 (the "Agreement"), between the City of Pinole, a general law city and municipal corporation, ("City") and Michael Baker International (MBI) ("Consultant") (together sometimes referred to as "Parties") is approved as of the date executed below.

RECITALS

WHEREAS, the Parties previously entered into that certain Consulting Services Agreement dated March 9, 2022 (the "Agreement") to provide consulting services to update the City's General Plan (Housing, Safety and Health/Environmental Justice Elements); and

WHEREAS, the term of the Agreement was to end on June 30, 2023 unless otherwise extended as provided for in Section 8.1 of the Agreement; and

WHEREAS, the Agreement was Amended in June of 2023 to extend the term of the Agreement through June 30, 2024; and

WHEREAS, the Parties now wish to extend the term of Agreement such that the Agreement will now terminate on December 31, 2024; and

WHEREAS, any extension to the term of the Agreement must be made in writing and signed by both Parties as provided for in Section 8.1 of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. Section 1.1 of the Agreement shall be amended to extend the contract term through December 31, 2024.

2. Effect of Amendment. The terms and conditions of this Amendment are intended by the Parties to modify the Agreement. With the exception of the foregoing, all other terms and conditions in the Service Agreement, as previously amended, remain in force and effect. To the extent there is any inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

3. **Effective Date.** This Amendment will become effective July 1, 2024.

The Parties have executed this Amendment to the Agreement as of the date signed by the City.

City of Pinole

DocuSigned by:

77500877DB08492...

Neil Gang, Interim City Manager

Dated: 5/28/2024

Contractor, Michael Baker International

DocuSigned by:

Trudi Lim

426E8878D1314CE...

Trudi Lim, Sr. Vice President, Western Regional Director

Dated: 5/28/2024

Attest:

DocuSigned by:

Heather Bell

417B39FF517849F...

Heather Bell, City Clerk

Approved as to Form:

DocuSigned by:

Eric Casher

47EA76C5E0214E6...

Eric S. Casher, City Attorney

AMENDMENT No. 3 TO THE
CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PINOLE AND
THE MICHAEL BAKER INTERNATIONAL

This Third Amendment to the Consulting Services Agreement dated March 9, 2022 (the "Agreement"), between the City of Pinole, a general law city and municipal corporation, ("City") and Michael Baker International (MBI) ("Consultant") (together sometimes referred to as "Parties") is approved as of the date executed below.

RECITALS

WHEREAS, the Parties previously entered into that certain Consulting Services Agreement dated March 9, 2022 (the "Agreement") to provide consulting services to update the City's General Plan (Housing, Safety and Health/Environmental Justice Elements); and

WHEREAS, the term of the Agreement was to end on June 30, 2023 unless otherwise extended as provided for in Section 8.1 of the Agreement; and

WHEREAS, the Agreement was Amended in June of 2023 to extend the term of the Agreement through June 30, 2024; and

WHEREAS, the Agreement was Amended in July of 2024 to extend the term of the Agreement through December 31, 2024; and

WHEREAS, the Parties now wish to extend the term of Agreement such that the Agreement will now terminate on December 31, 2025; and

WHEREAS, any extension to the term of the Agreement must be made in writing and signed by both Parties as provided for in Section 8.1 of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. Section 1.1 of the Agreement shall be amended to extend the contract term through December 31, 2025.

2. Effect of Amendment. The terms and conditions of this Amendment are intended by the Parties to modify the Agreement. With the exception of the foregoing, all other terms and conditions in the Service Agreement, as previously amended, remain in force and effect. To the extent there is any inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

3. **Effective Date.** This Amendment will become effective January 1, 2025.

The Parties have executed this Amendment to the Agreement as of the date signed by the City.

City of Pinole

Signed by:
Kelcey Young
8024A02B3DF4495...
____
Kelcey Young, City Manager

Dated: 12/11/2024

Contractor, Michael Baker International

DocuSigned by:
Trudi Lim
426E8878D1314CF...
____
Trudi Lim, Sr. Vice President, Western Regional Director

Dated: 12/11/2024

Attest:

Signed by:
Heather Bell
A0B1D49061994B2...
____
Heather Bell, City Clerk

Approved as to Form:

Signed by:
Eric Casher
47EA76C5E0214F6...
____
Eric S. Casher, City Attorney

CITY COUNCIL REPORT

9.F.

DATE: JULY 1, 2025

TO: MAYOR AND COUNCIL MEMBERS

FROM: Kelcey Young, City Manager, 5107248933, kelcey.young@pinole.gov

SUBJECT: LETTER OF SUPPORT FOR SENATE BILL 63

RECOMMENDATION

Staff recommends that the City Council approve letter of support and adopt resolution to acknowledge the City's position on California Assembly Bill (SB) 63

BACKGROUND

At its meeting of June 3, 2025, the City Council approved as a future agenda item a letter of support for SB63 (Wiener, Arreguín) San Francisco Bay Area local revenue measure : transportation funding.
Mayor Sasai submitted a resolution supporting Bay Area Public Transit and passed by the West Contra Costa Transportation Commission. City staff has drafted a letter of support (attached) for the City Council's consideration, including language supporting the bill and providing information from the resolution. Both items are attached for Council's approval.

REVIEW AND ANALYSIS

The bill (attached) was introduced January 9, 2025 with the final amendment introduced on May 23, 2025. The bill supports a $2 billion dollar budget request to sustain and improve public transit.

FISCAL IMPACT

There was no direct fiscal impact to the City created by submitting a position letter on this State legislation.

ATTACHMENTS

A. Resolution
B. Senate Bill 63
C. Letter of Support Senate Bill 63

RESOLUTION NO. 2025-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, SUPPORTING STATE AND REGIONAL FUNDING FOR BAY AREA PUBLIC TRANSIT

WHEREAS, The residents and economy of the City of Pinole depend on public transit, particularly BART, AC Transit, and East Bay Paratransit; and

WHEREAS, Our communities are at risk of losing public transit service and suffering fare increases, as a result of the expiration of federal operations funds for transit systems; and

WHEREAS, Reliable, frequent, affordable, safe and sustainable public transit is essential to the mobility needs of many in our community, including youth, elders, disabled people and those who do not have drivers' licenses as well as those who simply cannot afford to own and drive an automobile; and

WHEREAS, Transit service is fundamental to access for affordable housing and cuts to service combined with increased fare costs impede development of new affordable housing, and

WHEREAS, Cutting service threatens our efforts to reduce greenhouse gas emissions, while increasing traffic congestion and costs for cash-strapped households; and

WHEREAS, Major cuts to public transit would cause massive ripple effects for our local economy. Without good quality public transit, fewer customers and employees will be able to access businesses and thousands of low income people will lose their only transportation option; and

WHEREAS, There are 800,000 jobs within a 15-minute walk to a BART station and major cuts to public transit could cause traffic on the Bay Bridge to increase by 72% and cause commutes for key routes connecting the East Bay to San Francisco to increase by up to 10 hours per week; and

WHEREAS, California, as a state, has been underfunding transit operations relative to many other states for decades. In 2019, transit agencies in the Bay Area received, on average, less than 16 percent of their operating funding from the state, compared to 21 percent state funding in Chicago, 30 percent in New York City, 44 percent in Boston, and 50 percent in Philadelphia; and

WHEREAS, BART experienced ridership of over 50 million in calendar year 2024, while AC Transit experienced ridership of nearly 40 million for fiscal year 2024; and

WHEREAS, BART is facing a budget shortfall of $385M and AC Transit is facing a shortfall of $60 million annually, and both agencies will face drastic service cuts by 2027; and

WHEREAS, State Senator Arreguín, together with Assemblymember Gonzalez, has submitted a budget request to increase public transit funding by $2 billion in the next fiscal year; and

WHEREAS, A bill to authorize a multi-county transit ballot measure, SB 63 (Wiener, Arreguín), has been introduced in the state Legislature this year; and

WHEREAS, In order to generate the needed funding on the timeline needed to avert service cuts, that bill must be signed this year, and a measure brought to the voters no later than November 2026.

NOW THEREFORE BE IT RESOLVED, The City of Pinole supports the vision shared by rider, climate and labor groups of a measure that (1) provides enough funding to preserve and increase transit service levels across the region and distributes the funds equitably and (2) prioritizes funding for transit operations, and does not increase carbon emissions; and

BE IT FURTHER RESOLVED, The City of Pinole urges Senator Jesse Arreguin and Assemblymember Buffy Wicks to champion a bill that achieves that vision in the Legislature this year; and

FURTHER RESOLVED, The City of Pinole urges Assemblymember Wicks, Senator Arreguín, and their colleagues, as well as Governor Newsom, to support the current $2 billion budget request and further budget actions that significantly increase the state's support for transit operating needs on a sustainable basis; and

FINALLY, BE IT RESOLVED, The City of Pinole urges Senator Jesse Arreguin and Assemblymember Buffy Wicks and Governor Newsom to support budget actions that significantly increase the state's support for transit operating needs on a sustainable basis.

AMENDED IN SENATE MAY 23, 2025

AMENDED IN SENATE APRIL 29, 2025

AMENDED IN SENATE MARCH 25, 2025

SENATE BILL No. 63

Introduced by Senators Wiener and Arreguín
(Coauthor: Assembly Member Stefani)

January 9, 2025

An act to add Title 7.85 (commencing with Section 67700) to, and to add and repeal Section 66513.5 of, the Government Code, and to amend Section 131102 of the Public Utilities Code, relating to transportation.

LEGISLATIVE COUNSEL'S DIGEST

SB 63, as amended, Wiener. San Francisco Bay area: local revenue measure: transportation funding.

(1) Existing law creates the Metropolitan Transportation Commission as a local area planning agency for the 9-county San Francisco Bay area with comprehensive regional transportation planning and other related responsibilities. Existing law creates various transit districts located in the San Francisco Bay area, with specified powers and duties relating to providing public transit services.

This bill would establish the Transportation Revenue Measure District with jurisdiction extending throughout the boundaries of the Counties of Alameda and Contra Costa and the City and County of San Francisco and would require the district to be governed by the same board that governs the commission, thereby imposing a state-mandated local program. The bill would authorize a retail transactions and use tax applicable to the entire district to be imposed by the board of the district or by a qualified voter initiative for a duration of 10 to 15 years, inclusive, and generally in an amount of 0.5%, subject to voter approval at the November 3, 2026, statewide general election. After allocations are made for various administrative expenses, the bill would require an unspecified portion of the proceeds of the tax to be allocated by the commission to initiatives included in a specified commission plan and to the Alameda-Contra Costa Transit District, the Peninsula Rail Transit District, commonly known as Caltrain, the San Francisco Bay Area Rapid Transit District, and the San Francisco Municipal Transportation Agency for operating expenses, and would require the remaining proceeds to be subvened directly to the counties comprising the district for public transportation expenses, as prescribed.

By adding to the duties of local officials with respect to elections procedures for this bill on behalf of the district, the bill would impose a state-mandated local program.

(2) Existing law requires the commission to develop regional transit service objectives, develop performance measures of efficiency and effectiveness, specify uniform data requirements to assess public transit service benefits and costs, and formulate procedures for establishing regional transportation priorities in the allocation of funds for transportation purposes.

This bill would require the commission, upon the approval of a measure by the voters of the Transportation Revenue Measure District, to engage in a comprehensive independent third-party financial efficiency review of the above-described transit operators receiving an allocation of the proceeds of the tax from the commission and would require the independent third party contracted by the commission for this purpose to prepare a final report of the review. After a transit operator receives the final report, the bill would require the transit operator, as a condition of receiving those funds, to finalize an implementation plan that describes, among other things, efficiency measures the transit operator plans to take and to submit the implementation plan to the commission, as specified.

The bill would also require those transit operators to comply with other requirements as a condition of receiving those funds, including, among others, a maintenance of effort requirement and a requirement to comply with the policies and programs adopted by the commission through its Regional Network Management framework, as provided.

This bill would require the commission to submit a report to the Legislature on or before March 31, 2026, on its forecast of the impacts to ridership on those transit operators from planned transportation projects and strategies included in its adopted regional transportation plan.

By adding to the duties of the commission, the bill would impose a state-mandated local program.

(3) The Bay Area County Traffic and Transportation Funding Act authorizes the formation of county transportation authorities in each of the 9 bay area counties, and provides for the imposition of a retail transaction and use tax of either $\frac{1}{2}$ of 1% or 1%, subject to voter approval, with revenues to be used for various transportation purposes.

This bill would instead provide that a retail transaction and use tax imposed under those provisions in the County of San Mateo or the County of San Francisco may be imposed in $\frac{1}{8}$ of 1% increments up to 1%.

(4) This bill would declare that its provisions are severable.

(5) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: yes.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) The San Francisco Bay area needs a world-class, reliable, affordable, efficient, and connected transportation network that meets the needs of bay area residents, businesses, and visitors while also helping combat the climate crisis. The bay area's regional and local public transportation networks are a critical component of the overall transportation network.

(b) Public transportation is of regional and local benefit, serving both regional and local trips for residents of all income levels.

(c) Preserving, improving, and expanding public transportation to ensure a world-class public transportation network will enhance access to opportunity, lower emissions of greenhouse gases, strengthen the region's economy, support increased housing production, and improve quality of life.

(d) To achieve that vision, the San Francisco Bay area needs a public transit network that offers safe, clean, frequent, accessible, easy-to-navigate, and reliable service that gets transit riders where they want and need to go safely, affordably, quickly, and seamlessly. The San Francisco Bay area also needs to prioritize increasing ridership to ensure the region's transit network is sustainable.

(e) Regional funding, increased coordination, financial efficiency, and safety, cleanliness, and reliability reforms are urgently needed to both preserve and improve public transportation service.

SEC. 2. Section 66513.5 is added to the Government Code, to read:

66513.5. (a) The commission shall submit a report to the Legislature on or before March 31, 2026, on its forecast of the impacts to ridership on the Alameda-Contra Costa Transit District, the Peninsula Rail Transit District, the San Francisco Bay Area Rapid Transit District, and the San Francisco Municipal Transportation Agency from planned transportation projects and strategies included in its adopted regional transportation plan, with an emphasis on rail connectivity projects that may increase ridership, reduce operating costs, or help with enhanced mobility.

(b) (1) A report to be submitted pursuant to subdivision (a) shall be submitted in compliance with Section 9795.

(2) Pursuant to Section 10231.5, this section is inoperative on March 31, 2030, and, as of January 1, 2031, is repealed.

SEC. 3. Title 7.85 (commencing with Section 67700) is added to the Government Code, to read:

TITLE 7.85. SAN FRANCISCO BAY AREA REGIONAL TRANSPORTATION FINANCE

PART 1. FORMATION OF THE TRANSPORTATION REVENUE MEASURE DISTRICT

Chapter 1. General Provisions

67700. For purposes of this title, the following definitions apply:

(a) “AC Transit” means the Alameda-Contra Costa Transit District.

(b) “BART” means the San Francisco Bay Area Rapid Transit District.

(c) “Board” means the governing board of the Transportation Revenue Measure District.

(d) “Caltrain” means the Peninsula Rail Transit District.

(e) “Commission” means the Metropolitan Transportation Commission.

(f) “District” means the Transportation Revenue Measure District.

(g) “Muni” means the San Francisco Municipal Transportation Agency.

Chapter 2. The Transportation Revenue Measure District and Governing Board

67710. (a) The Transportation Revenue Measure District is hereby established with jurisdiction extending throughout the territorial boundaries of the Counties of Alameda and Contra Costa and the City and County of San Francisco.

(b) The district shall be governed by the same board that governs the commission. The district shall be a separate legal entity from the commission.

(c) The formation and jurisdictional boundaries of the district are not subject to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Division 3 (commencing with Section 56000) of Title 5).

(d) The district shall be staffed by the existing staff of the commission or any successor agency, with the understanding that additional staff may be needed to administer the requirements of this title.

67711. (a) It is the intent of the Legislature to afford the Counties of San Mateo and Santa Clara the opportunity to opt into the district by ~~July 31,~~ *August 11*, 2025. The opt-in of one or both of these counties into the district would entail the entirety of one or both of these counties, respectively, being included within the geography of the district.

(b) It is the preference of the Legislature for the County of San Mateo to opt into the district.

PART 2. TRANSACTIONS AND USE TAXES

Chapter 1. Retail Transactions and Use Tax Authorization

67730. (a) The board may impose a retail transactions and use tax ordinance applicable to the entire district if the electors voting on the measure vote to approve its imposition at the election described in Section 67734 in accordance with this title and Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code.

(b) The board, in the ordinance, shall do all of the following:

(1) State the nature of the tax to be imposed.

(2) Provide the tax rate or the maximum tax rate, which shall be one-half of 1 percent in each county except in the City and County of San Francisco. The tax rate in the City and County of San Francisco shall be set at no less than one-half of 1 percent and no more than 1 percent, in $\frac{1}{8}$ percent increments.

(3) Specify the period during which the tax will be imposed. The duration of the tax shall be no less than 10 years and no longer than 15 years.

(4) Specify the purposes for which the revenue derived from the tax will be used, consistent with Chapter 3 (commencing with Section 67750).

(c) Notwithstanding Section 7251.1 of the Revenue and Taxation Code, the tax rate authorized pursuant to this title shall not be considered for purposes of the combined rate limit established by Section 7251.1 of the Revenue and Taxation Code.

(d) A transactions and use tax ordinance adopted pursuant to this title shall be operative on January 1, 2027.

(e) Before the operative date of the ordinance, the board shall contract with the California Department of Tax and Fee Administration to perform all functions incidental to the administration and operation of the ordinance.

67731. It is the intent of the Legislature to determine, by ~~July 31,~~ *August 11,* 2025, the exact tax rate, including potential variable rates in different counties within the district, and the exact duration of the tax, through continued discussions with stakeholders.

67732. (a) Notwithstanding Section 9300 of the Elections Code or any other law, the taxes authorized by Section 67730 may also be imposed by a qualified voter initiative pursuant to Chapter 4 (commencing with Section 9300) of Division 9 of the Elections Code if the electors voting on the measure vote to approve its imposition at the election described in Section 67734 in accordance with the requirements of this title and Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code.

(b) In addition to the procedures set forth in Chapter 4 (commencing with Section 9300) of Division 9 of the Elections Code, if an ordinance containing a tax authorized by this title is proposed by an initiative petition, the initiative shall comply with all of the requirements applicable to a tax imposed by the board pursuant to this title, including the requirement that the proceeds of the tax be expended pursuant to Chapter 3 (commencing with Section 67750).

67734. A tax proposed pursuant to this title may only be placed on the ballot for the November 3, 2026, statewide general election and shall be submitted to the voters of the entire district in accordance with Chapter 2 (commencing with Section 67740).

Chapter 2. Election Procedures

67740. (a) If the board of the district or a qualified voter initiative proposes a measure for the approval of a tax ordinance adopted pursuant to Chapter 1 (commencing with Section 67730), the board of supervisors for each of the counties that comprise the district shall call a special election on the tax ordinance. The special election shall be consolidated with the November 3, 2026, statewide general election and the tax ordinance shall be submitted to the voters of each county comprising the district.

(b) For the purpose of the placement of a tax ordinance on the ballot, the Transportation Revenue Measure District is a "district," as defined in Section 317 of the Elections Code. A measure proposed by the board that requires voter approval or a qualified initiative measure proposed for the district by the voters of the counties comprising the district shall be submitted to the voters of the counties that are contained in the district, in accordance with the provisions of the Elections Code applicable to districts, including Chapter 4 (commencing with Section 9300) of Division 9 of the Elections Code.

(c) Notwithstanding any provision of the Elections Code, the legal counsel for the district shall prepare an impartial analysis of the measure. Each county included in the district shall use the election materials provided by the district, including the exact ballot question, impartial analysis, and full text of the ballot measure for inclusion in the county voter information guide.

(d) If two or more counties included in the measure are required to prepare a translation of ballot materials into the same language other than English, the county that contains the largest population, as determined by the most recent federal decennial census, among those counties that are required to prepare a translation of ballot materials into the same language other than English, shall prepare the translation or authorize the commission to prepare the translation, and that translation shall be used by the other county or counties, as applicable.

(e) Notwithstanding Section 13116 of the Elections Code, the elections officials of the counties where the measure will appear on the ballot shall mutually agree to use the same letter designation for the measure.

(f) The county clerk of each county shall report the results of the special election to the commission. If the approval threshold required by the California Constitution at the time of the election is achieved, the measure shall take effect in the district in accordance with the requirements of this title.

(g) (1) Notwithstanding Section 10520 of the Elections Code, the commission shall reimburse each county that comprises the district from funds made available pursuant to Section 67750 only for the incremental costs incurred by the county elections official related to submitting the measure to the voters with proceeds from the measure, or if the measure fails, with any eligible funds provided by the commission or other public or private entity.

(2) For purposes of this subdivision, "incremental costs" includes both of the following:

(A) The cost to prepare a translation of ballot materials into a language other than English by any county, as described in subdivision (d).

(B) The additional costs that exceed the costs incurred for other election races or ballot measures, if any, appearing on the same ballot in each county in which the measure appears on the ballot, including both of the following:

(i) The printing and mailing of ballot materials.

(ii) The canvass of the vote regarding the measure pursuant to Division 15 (commencing with Section 15000) of the Elections Code.

Chapter 3. Regional Transportation Revenue Measure Expenditures

67750. The board shall allocate revenues generated pursuant to Chapter 2 (commencing with Section 67740) on an annual basis as follows:

(a) The board shall pay the administrative costs associated with the collection of the revenues incurred by the California Department of Tax and Fee Administration pursuant to the contract entered into pursuant to Section 67730, and the amounts necessary for the commission to reimburse the one-time costs incurred by county elections officials, as provided in subdivision (g) of Section 67740.

(b) After the amounts allocated in subdivision (a), the board may retain up to 1 percent of total revenues for the administration of this title. If the board retains more money than is necessary for administration, the board may direct those excess funds to the commission for allocation pursuant to subparagraph (E) of paragraph (1) of subdivision (c).

(c) (1) After the amounts allocated in subdivisions (a) and (b), the board shall allocate revenues to the commission in the amount determined pursuant to paragraph (2). The commission shall allocate those revenues to the following entities for the following purposes in accordance with Chapter 4 (commencing with Section 67760) and Chapter 5 (commencing with Section 67770):

(A) AC Transit, exclusively for transit operations expenses.

(B) BART, exclusively for transit operations expenses.

(C) Caltrain, exclusively for transit operations expenses.

(D) Muni, exclusively for transit operations expenses.

(E) Up to 10 percent of the revenues to the commission, exclusively for initiatives included in the 2021 Bay Area Transit Transformation Action Plan (T-TAP), or any successor plan adopted by the commission.

(2) It is the intent of the Legislature to establish specific levels of funding for the board to allocate to the commission and for the commission to allocate to the entities specified in paragraph (1) by ~~July 31,~~ *August 11,* 2025.

(d) (1) After the amounts allocated in subdivisions (a) to (c), inclusive, the board shall subvene all remaining funds directly to the counties contained in the district for public transportation expenses. The board shall have no discretion to withhold those funds.

(2) Eligible recipients of funds provided by counties from funds allocated pursuant to paragraph (1) include, but are not limited to, all of the following:

(A) Contra Costa County Transit Authority (County Connection).

(B) Eastern Contra Costa Transit Authority (Tri Delta Transit).

(C) Livermore Amador Valley Transit Authority (LAVTA).

(D) Union City Transit.

(E) Western Contra Costa Transit Authority (WestCAT).

67752. In allocating funds pursuant to this chapter, it is the intent of the Legislature that the commission not supplant funding from regularly programmed discretionary revenue sources available to the commission that would have otherwise been directed to projects, programs, or services that directly benefit the Counties of Alameda or Contra Costa or the City and County of San Francisco, nor increase the level of those regularly programmed discretionary sources that are allocated to counties that are not contained in the district as a result of the approval of the measure pursuant to this title.

67754. If the voters approve a tax ordinance pursuant to this title, the district shall establish an independent oversight committee within six months of the effective date of the tax increase to ensure that any revenues generated pursuant to this title are expended consistent with the applicable requirements set forth in this chapter. The committee may be consolidated with the oversight committee established pursuant to subdivision (h) of Section 30923 of the Streets and Highways Code. Each representative shall be appointed by the applicable county board of supervisors. The oversight committee may request any documents from the commission to assist the committee in performing its functions.

Chapter 4. Financial Transparency and Review

67760. (a) The Legislature finds and declares that financial efficiency and transparency are imperative to build public confidence and support for public transportation.

(b) In enacting this title, it is the intent of the Legislature to ensure that the public is aware of actions taken by AC Transit, BART, Caltrain, and Muni to reduce expenses in the face of major deficits, along with additional identified opportunities for service-neutral cost efficiencies.

67762. (a) Upon the approval of a measure by the voters of the district pursuant to this title, the commission shall engage in a comprehensive independent third-party financial efficiency review of AC Transit, BART, Caltrain, and Muni.

(b) The review shall identify a menu of cost-saving efficiencies that, if implemented, would reduce one-time and ongoing fixed and variable costs for the transit operators subject to the review.

(c) The scope of the review shall include administrative, operating, and capital costs and shall clearly distinguish between cost-saving options that would not impact service and cost-saving options that would require service realignments or reductions.

(d) The scope of the review shall also apply to initiatives included in the 2021 Bay Area Transit Transformation Action Plan or any successor plan adopted by the commission and associated supporting programs administered by the commission, such as the Clipper program.

67764. (a) The commission shall contract and manage an independent third party to conduct the review, in consultation with a select committee established by the commission that consists of all of the following:

(1) Members of the commission.

(2) A state representative.

(3) Transit operator representatives from the operators subject to the review.

(4) Representatives from the transit labor, advocacy, and business communities.

(b) Upon completion of the review, the independent third party shall transmit a final report to the select committee established by the commission, to the Legislature, in compliance with Section 9795, and to the transit operators subject to the review.

67766. (a) Within ____ months after a transit operator subject to the review receives the report, the transit operator shall finalize an implementation plan that describes all efficiency measures the transit operator has already taken since January 1, 2020, associated cost savings, and all subsequent efficiency measures the transit operator plans to take and shall submit this plan to the commission by ____, as a condition of continuing to receive funds from the commission pursuant to Chapter 3 (commencing with Section 67750).

(b) The commission shall accept each plan submitted pursuant to subdivision (a) and transmit it to the Legislature, in compliance with Section 9795, the Transportation Agency, and the counties that have a funding relationship with at least one of the transit operators subject to the review.

67767. It is the intent of the Legislature to determine the timing of the required actions outlined in this chapter through further discussion with transit stakeholders.

67768. (a) (1) In order to be eligible for funding pursuant to Chapter 3 (commencing with Section 67750), a transit operator subject to the review required by this chapter shall verify to the commission that it will maintain its expected level of funding for operations and shall not supplant any sources of operating revenue under its control or fund sources allocated by the commission that were used for transit operations in the preceding three fiscal years.

(2) The expected level of funding for purposes of paragraph (1), which shall be referred to as the maintenance of effort, shall be calculated using the operator's average discretionary operating expenditures for the preceding three fiscal years, two years in arrears as reported to the Controller in its annual report submitted pursuant to Section 99243 of the Public Utilities Code.

(b) Notwithstanding subdivision (a), a transit operator subject to the review required by this chapter may reduce the amount of funding contributed towards its operating budget in proportion to any reduction in operating costs or reduction in operating revenue based on factors outside the control of the operator, including, but not limited to, the expiration of a voter-approved revenue source or the determination based on a statistically valid poll that an expiring ballot measure lacks sufficient support to warrant placement on the ballot.

(c) A transit operator may request that the commission grant an exception to the requirements of this section for the purpose of transferring operating funds to state of good repair needs for assets owned and operated by the operator or to cover the cost of compliance with a state or federal law or regulation.

Chapter 5. Regional Network Management Accountability

67770. (a) The Legislature finds and declares all of the following:

(1) In 2024, the Transportation Revenue Measure Select Committee established by the commission in 2024 agreed on various transit agency accountability policy recommendations for a transportation revenue measure. Specifically, the select committee approved a recommendation for new revenue from a measure to be conditioned on transit operators complying with transit transformation policies adopted through the Regional Network Management framework.

(2) As of March 2025, the commission adopted policies and programs through an established regional network management framework.

(b) (1) It is the intent of the Legislature, in enacting this title, to encourage the commission to continue acting in its role as Regional Network Manager.

(2) It is the further intent of the Legislature that the conditioning of funds prescribed by this chapter on regional network management policies and programs be based on the central goal of increasing transit ridership by improving the customer experience of riding public transit in the San Francisco Bay area and creating a seamless transit experience.

67772. (a) Notwithstanding any other law, each transit operator that the commission directly distributes funds to pursuant to Chapter 3 (commencing with Section 67750) shall comply with the policies and programs adopted by the commission through its Regional Network Management framework in order to fulfill initiatives included in the 2021 Bay Area Transit Transformation Action Plan or successor plan adopted by the commission, as a condition of receiving those funds.

(b) Nothing in this chapter authorizes the commission to do any of the following:

(1) Restrict a transit operator's access to funds not allocated by the commission.

(2) Require a transit operator to implement policies or programs that would impede or interfere with its ability to comply with any legal obligations in transit labor contracts.

(3) Restrict the use of a transit operator's logo outside the scope of the commission's regional mapping and wayfinding standards.

(4) Require that a transit operator modify the schedule or route of a specific local route that the transit agency and commission do not identify as primarily serving regional transit service.

(c) The commission shall not require a transit operator described in subdivision (a) to be subject to a one-time or ongoing policy, or to make a one-time or ongoing expenditure, pursuant to this chapter if the transit operator adopts a finding that the policy or expenditure would require the agency to take an action that the agency determines to be unacceptable with respect to its impact on transit service, staffing, maintenance, or other specified operational or state of good repair considerations.

(d) Before adopting a finding pursuant to subdivision (c), a transit operator shall conduct an assessment that takes into consideration all funding anticipated to be available to the transit operator in the next fiscal year, including, but not limited to, any discretionary funding that the commission identifies to help offset the cost of the proposed expenditure or policy, any growth in fare revenue anticipated as a result of the expenditure or policy, and potential adjustments to fares or fare policies the agency could make to increase revenue. The transit operator shall develop the assessment in consultation with staff from the commission and shall present it to the commission at a public meeting before adopting a finding pursuant to subdivision (c).

(e) In implementing this section, each transit operator subject to this chapter shall fulfill all applicable requirements under Title VI of the federal Civil Rights Act of 1964 (Public Law 88-352) regarding service and fare changes.

(f) The commission shall submit a report to the Legislature on or before January 1, 2028, and each year thereafter, on the status of the outcomes described in this section and the status of transit ridership in the region, as defined in Section 66502. The commission shall submit the annual report to the Legislature in compliance with Section 9795. The commission shall also post the annual report on its internet website.

Chapter 6. Applicability

67780. The provisions of this title shall only apply to the counties and city and county identified pursuant to Section 67710.

SEC. 4. Section 131102 of the Public Utilities Code is amended to read:

131102. (a) (1) A retail transactions and use tax ordinance for a tax of either one-half of 1 percent or 1 percent applicable in the incorporated and unincorporated territory of a county, except for the counties described in paragraph (2), may be imposed by a county transportation authority or the commission in the manner prescribed in Section 131103 and Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, if two-thirds of the electors voting on the measure vote to approve its imposition at an election which shall be called for this purpose by the board of supervisors within one year after the adoption of a county transportation expenditure plan.

(2) A retail transactions and use tax ordinance for a tax of up to 1 percent, in any combination of $\frac{1}{8}$ percent increments, applicable in the incorporated and unincorporated territory of the County of San Mateo or the City and County of San Francisco may be imposed by the applicable county transportation authority or the commission in the manner prescribed in Section 131103 and Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, if two-thirds of the electors voting on the measure vote to approve its imposition at an election which shall be called for this purpose by the board of supervisors within

one year after the adoption of a county transportation expenditure plan.

(b) The ordinance shall take effect at the close of the polls on the day of the election at which the proposition, as set forth in Section 131108, is adopted. The ordinance shall specify the period, as determined by the adopted county transportation expenditure plan during which the tax will be imposed. The tax may be terminated earlier if the projects in the adopted plan are completed and any bonds outstanding issued pursuant to this division are redeemed.

SEC. 5. The provisions of this act are severable. If any provision of this act or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 6. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

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CITY OF PINOLE

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Senator Buffy Wicks
1315 10th St
Sacramento, CA 95814

Senator Jesse Arreguín
1021 O Street, Suite 6710
Sacramento, CA 95814

Re: SB63 (Wiener, Arreguín) - San Francisco Bay Area: local revenue measure: transportation funding – SUPPORT

Dear Assemblymember Wicks and Senator Arreguín:

The City of Pinole submits this letter and attached resolution in support of SB 63 and we appreciate your ongoing leadership in seeking funding to sustain and improve public transit.

The residents and economy of the City of Pinole depend on public transit, particularly BART, AC Transit, and East Bay Paratransit. Transit service is fundamental to access affordable housing and cuts to service combined with increased fare costs impede development of new affordable housing.

Public transit is essential to the East Bay Area. Every day, hundreds of thousands of our region's residents use buses, trains and ferries to get to work, to shop, to access medical services and to visit family and friends. Their collective use of transit keeps cars off the road and reduces delays and congestion for millions more East Bay Area residents who regularly drive. In addition to supporting our region's mobility, transit also reduces greenhouse gas emissions and keeps our air clean, supports vibrancy and access in our dense city centers, and allows many of our region's households to affordably live with zero or few cars.

Major cuts to public transit would cause massive ripple effects for our local economy. Without good quality public transit, fewer customers and employees will be able to access businesses and thousands of low-income people will lose their only transportation option, California, as a state, has been underfunding transit operations relative to many other states for decades. In 2019, transit agencies in the Bay Area received, on average, less than 16 percent of their operating funding from the state, compared to 21 percent state funding in Chicago, 30 percent in New York City, 44 percent in Boston, and 50 percent in Philadelphia.

BART experienced ridership of over 50 million in calendar year 2024, while AC Transit experienced ridership of nearly 40 million for fiscal year 2024. However, BART is currently facing a budget shortfall of $385M and AC Transit is facing a shortfall of $60 million annually, and both agencies will face drastic service cuts by 2027.

We appreciate your work submitting a budget request to increase public transit funding by $2 billion in the next fiscal year; and support the bill to authorize a multi-county transit ballot measure in order to generate the needed funding on the timeline needed to avert service cuts.

We urge that bill must be signed this year, and a measure brought to the voters no later than November 2026.

The City of Pinole supports the vision shared by rider, climate and labor groups of a measure that:

(1) provides enough funding to preserve and increase transit service levels across the region and distributes the funds equitably
(2) prioritizes funding for transit operations, and does not increase carbon emissions

The City of Pinole urges Assemblymember Wicks, Senator Arreguín, and their colleagues, as well as Governor Newsom, to support the current $2 billion budget request and further budget actions that significantly increase the state's support for transit operating needs on a sustainable basis; and to support budget actions that significantly increase the state's support for transit operating needs on a sustainable basis. The City of Pinole has approved the attached resolution in support of SB 63.

Sincerely,

Cameron Sasai
Mayor of Pinole

CITY COUNCIL REPORT

9.G.

DATE: JULY 1, 2025

TO: MAYOR AND COUNCIL MEMBERS

FROM: Kelcey Young, City Manager, 5107248933, kelcey.young@pinole.gov

SUBJECT: LETTER OF SUPPORT FOR ASSEMBLY BILL 1388

RECOMMENDATION

Staff recommends that the City Council approve letter of support to acknowledge the City's position on California Assembly Bill (AB) 1388.

BACKGROUND

At its meeting on June 3, 2025, the City Council approved as a future agenda item a letter of support for AB 1388, authored by Assemblymember Bryan. The bill (attached) was introduced in February 2025. This bill would prohibit law enforcement agencies from entering into agreements with peace officers that require the agency to destroy or restrict access to records related to misconduct investigations. Among other things, AB1388 aims to prevent law enforcement agencies from signing police misconduct nondisclosure agreements (NDAs). City Staff drafted a letter for support of this bill for Council's review and approval.

REVIEW AND ANALYSIS

This bill was introduced in February 2025 with the last amendment on May 23, 2025.

FISCAL IMPACT

There was no direct fiscal impact to the City created by submitting a position letter on this State legislation.

ATTACHMENTS

A. Letter of Support AB 1388
B. California-2025-AB1388-Amended

CITY OF PINOLE

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Assemblymember Bryan
5757 Wilshire Boulevard, Suite 345
Los Angeles, CA 90036

Dear Assemblymember Bryan,

On behalf of the City of Pinole, I write to express our support for your measure, Assembly Bill 1388 (AB1388). This bill would prohibit law enforcement agencies from entering into agreements with peace officers that require the agency to destroy or restrict access to records related to misconduct investigations.

AB1388 aims to prevent law enforcement agencies from signing police misconduct nondisclosure agreements (NDAs). There are cases where NDAs shield peace officers who have committed serious misconduct, preventing their actions from appearing in future employers' background checks and allowing officers who have abused their authority to maintain positions of power.

On January 1, 2022, Senate Bill 2 (SB2) established a certification and decertification program for certain peace officers. The Commission on Peace Officer Standards and Training was required to develop specific criteria for suspending or revoking an officer's certification, including a process for addressing such actions against a peace officer's certification. NDAs have bypassed this process by making investigative files inaccessible for review in a peace officer's ongoing certification.

The City of Pinole is committed to hiring and retaining highly qualified and ethical peace officers dedicated to serving and protecting the community members' safety, rights, and well-being. In alignment with this commitment, supporting this item represents a crucial step toward maintaining the integrity and professionalism of the police force. This legislation will help ensure that lateral police officer hires — those transferring from other law enforcement agencies — have not been involved in serious or egregious misconduct in the past. By implementing such safeguards, the City of Pinole aims to promote public trust, improve accountability, and uphold the highest standards in law enforcement practices.

Once again, the City of Pinole appreciates your authorship of AB1388 and supports your efforts to advance this important legislation.

Sincerely,

Cameron Sasai
Mayor of Pinole

AMENDED IN ASSEMBLY MAY 23, 2025
AMENDED IN ASSEMBLY APRIL 10, 2025

CALIFORNIA LEGISLATURE— 2025–2026 REGULAR SESSION

ASSEMBLY BILL **NO. 1388**

Introduced by Assembly Member Bryan

February 21, 2025

An act to amend Sections 832.7 and 13510.9 of the Penal Code, relating to law enforcement.

LEGISLATIVE COUNSEL'S DIGEST

AB 1388, as amended, Bryan. Law enforcement: settlement agreements.

Existing law establishes the Commission on Peace Officer Standards and Training, and requires the commission to, among other things, establish a certification program for peace officers, as defined. Existing law requires the commission to establish procedures for accepting complaints from members of the public regarding peace officers or law enforcement agencies that may be investigated. Existing law establishes, within the commission, the Peace Officer Standards Accountability Division and requires the division, among other things, to bring proceedings seeking the suspension or revocation of certification of a peace officer.

Existing law, the California Public Records Act, generally requires public records to be open for inspection by the public. Existing law provides numerous exceptions to this requirement. Under existing law, the personnel records of peace officers and custodial officers are confidential and not subject to public inspection. Existing law provides certain exemptions to this confidentiality, including the reports, investigations, and findings of certain incidents involving the use of force by a peace officer.

This bill would additionally exempt agreements between an employing agency and a peace officer that, among other things, require the agency to destroy, remove, or conceal a record of a misconduct investigation. ~~The bill would also require any agency employing a peace officer to report certain events to the commission, that occurred after January 1, 2020, and resulted in the peace officer's separation from employment or appointment after January 1, 2023, and include the reason for the separation and whether the separation was part of the resolution or a settlement.~~ The bill would declare that its provisions are severable.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

Digest Key

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares the following:

(a) Separation agreements that obscure information about officer misconduct by requiring law enforcement agencies to destroy, remove, conceal, or replace records and findings of officers' misconduct, or make particular findings in misconduct investigations, or refrain from disclosing information about misconduct, are contrary to the express provisions and underlying policy of existing law.

(b) Because settlement agreements requiring law enforcement agencies to obscure information about officer misconduct are specifically designed to exempt officers from responsibility for fraud, injuring community members' persons and property, and other violations of law and agency policy, the agreements are also contrary to good morals and public policy.

(c) It is the intent of the Legislature to expressly declare that these settlement agreements are against public policy, and to affirm the reporting, retention, and disclosure requirements of existing law.

SEC. 2. Section 832.7 of the Penal Code is amended to read:

832.7. (a) Except as provided in subdivision (b), the personnel records of peace officers and custodial officers and records maintained by a state or local agency pursuant to Section 832.5, or information obtained from these records, are confidential and shall not be disclosed in any criminal or civil proceeding except by discovery pursuant to Sections 1043 and 1046 of the Evidence Code. This section does not apply to investigations or proceedings concerning the conduct of peace officers or custodial officers, or an agency or department that employs those officers, conducted by a grand jury, a district attorney's office, the Attorney General's office, or the Commission on Peace Officer Standards and Training.

(b) (1) Notwithstanding subdivision (a), Section 7923.600 of the Government Code, or any other law, the following peace officer or custodial officer personnel records and records maintained by a state or local agency shall not be confidential and shall be made available for public inspection pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code):

(A) A record relating to the report, investigation, or findings of any of the following:

(i) An incident involving the discharge of a firearm at a person by a peace officer or custodial officer.

(ii) An incident involving the use of force against a person by a peace officer or custodial officer that resulted in death or in great bodily injury.

(iii) A sustained finding involving a complaint that alleges unreasonable or excessive force.

(iv) A sustained finding that an officer failed to intervene against another officer using force that is clearly unreasonable or excessive.

(B) (i) Any record relating to an incident in which a sustained finding was made by any law enforcement agency or oversight agency that a peace officer or custodial officer engaged in sexual assault involving a member of the public.

(ii) As used in this subparagraph, “sexual assault” means the commission or attempted initiation of a sexual act with a member of the public by means of force, threat, coercion, extortion, offer of leniency or other official favor, or under the color of authority. For purposes of this definition, the propositioning for or commission of any sexual act while on duty is considered a sexual assault.

(iii) As used in this subparagraph, “member of the public” means any person not employed by the officer’s employing agency and includes any participant in a cadet, explorer, or other youth program affiliated with the agency.

(C) Any record relating to an incident in which a sustained finding was made by any law enforcement agency or oversight agency involving dishonesty by a peace officer or custodial officer directly relating to the reporting, investigation, or prosecution of a crime, or directly relating to the reporting of, or investigation of misconduct by, another peace officer or custodial officer, including, but not limited to, any false statements, filing false reports, destruction, falsifying, or concealing of evidence, or perjury.

(D) Any record relating to an incident in which a sustained finding was made by any law enforcement agency or oversight agency that a peace officer or custodial officer engaged in ~~conduct~~ *conduct,* including, but not limited to, verbal statements, writings, online posts, recordings, and gestures, involving prejudice or discrimination against a person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

(E) Any record relating to an incident in which a sustained finding was made by any law enforcement agency or oversight agency that the peace officer made an unlawful arrest or conducted an unlawful search.

(F) An agreement prohibited by subdivision (e) of Section 13510.9.

(2) Records that are subject to disclosure under clause (iii) or (iv) of subparagraph (A) of paragraph (1), or under subparagraph (D) or (E) of paragraph (1), relating to an incident that occurs before January 1, 2022, shall not be subject to the time limitations in paragraph (11) until January 1, 2023.

(3) Records that shall be released pursuant to this subdivision include all investigative reports; photographic, audio, and video evidence; transcripts or recordings of interviews; autopsy reports; all materials compiled and presented for review to the district attorney or to any person or body charged with determining whether to file criminal charges against an officer in connection with an incident, whether the officer’s action was consistent with law and agency policy for purposes of discipline or administrative action, or what discipline to impose or corrective action to take; documents setting forth findings or recommended findings; and copies of disciplinary records relating to the incident, including any letters of intent to impose discipline, any documents reflecting modifications of discipline due to the Skelly or grievance process, and letters indicating final imposition of discipline or other documentation reflecting implementation of corrective action. Records that shall be released pursuant to this subdivision also include records relating to an incident specified in paragraph (1) in which the peace officer or custodial officer resigned before the law enforcement agency or oversight agency concluded its investigation into the alleged incident.

(4) A record from a separate and prior investigation or assessment of a separate incident shall not be released unless it is independently subject to disclosure pursuant to this subdivision.

(5) If an investigation or incident involves multiple officers, information about allegations of misconduct by, or the analysis or disposition of an investigation of, an officer shall not be released pursuant to subparagraph (B), (C), (D), or (E) of paragraph (1), unless it relates to a sustained finding regarding that officer that is itself subject to disclosure pursuant to this section. However, factual information about that action of an officer during an incident, or the statements of an officer about an incident, shall be released if they are relevant to a finding against another officer that is subject to release pursuant to subparagraph (B), (C), (D), or (E) of paragraph (1).

(6) An agency shall redact a record disclosed pursuant to this section only for any of the following purposes:

(A) To remove personal data or information, such as a home address, telephone number, or identities of family members, other than the names and work-related information of peace and custodial officers.

(B) To preserve the anonymity of whistleblowers, complainants, victims, and witnesses.

(C) To protect confidential medical, financial, or other information of which disclosure is specifically prohibited by federal law or would cause an unwarranted invasion of personal privacy that clearly outweighs the strong public interest in records about possible misconduct and use of force by peace officers and custodial officers.

(D) Where there is a specific, articulable, and particularized reason to believe that disclosure of the record would pose a significant danger to the physical safety of the peace officer, custodial officer, or another person.

(7) Notwithstanding paragraph (6), an agency may redact a record disclosed pursuant to this section, including personal identifying information, where, on the facts of the particular case, the public interest served by not disclosing the information clearly outweighs the public interest served by disclosure of the information.

(8) An agency may withhold a record of an incident described in paragraph (1) that is the subject of an active criminal or administrative investigation, in accordance with any of the following:

(A) (i) During an active criminal investigation, disclosure may be delayed for up to 60 days from the date the misconduct or use of force occurred or until the district attorney determines whether to file criminal charges related to the misconduct or use of force, whichever occurs sooner. If an agency delays disclosure pursuant to this clause, the agency shall provide, in writing, the specific basis for the agency's determination that the interest in delaying disclosure clearly outweighs the public interest in disclosure. This writing shall include the estimated date for disclosure of the withheld information.

(ii) After 60 days from the misconduct or use of force, the agency may continue to delay the disclosure of records or information if the disclosure could reasonably be expected to interfere with a criminal enforcement proceeding against an officer who engaged in misconduct or ~~used the~~ *use of* force. If an agency delays disclosure pursuant to this clause, the agency shall, at 180-day intervals as necessary, provide, in writing, the specific basis for the agency's determination that disclosure could reasonably be expected to interfere with a criminal enforcement proceeding. The writing shall include the estimated date for the disclosure of the withheld information. Information withheld by the agency shall be disclosed when the specific basis for withholding is resolved, when the investigation or proceeding is no longer active, or by no later than 18 months after the date of the incident, whichever occurs sooner.

(iii) After 60 days from the misconduct or use of force, the agency may continue to delay the disclosure of records or information if the disclosure could reasonably be expected to interfere with a criminal enforcement proceeding against someone other than the officer who engaged in the misconduct or ~~used the~~ *use of* force. If an agency delays disclosure under this clause, the agency shall, at 180-day intervals, provide, in writing, the specific basis why disclosure could reasonably be expected to interfere with a criminal enforcement proceeding, and shall provide an estimated date for the disclosure of the withheld information. Information withheld by the agency shall be disclosed when the specific basis for withholding is resolved, when the investigation or proceeding is no longer active, or by no later than 18 months after the date of the incident, whichever occurs sooner, unless extraordinary circumstances warrant continued delay due to the ongoing criminal investigation or proceeding. In that case, the agency must show by clear and convincing evidence that the interest in preventing prejudice to the active and ongoing criminal investigation or proceeding outweighs the public interest in prompt disclosure of records about misconduct or use of force by peace officers and custodial officers. The agency shall release all information subject to disclosure that does not cause substantial prejudice, including any documents that have otherwise become available.

(iv) In an action to compel disclosure brought pursuant to Section 7923.000 of the Government Code, an agency may justify delay by filing an application to seal the basis for withholding, in accordance with Rule 2.550 of the California Rules of Court, or any successor rule, if disclosure of the written basis itself would impact a privilege or compromise a pending investigation.

(B) If criminal charges are filed related to the incident in which misconduct occurred or force was used, the agency may delay the disclosure of records or information until a verdict on those charges is returned at trial or, if a plea of guilty or no contest is entered, the time to withdraw the plea pursuant to Section 1018.

(C) During an administrative investigation into an incident described in paragraph (1), the agency may delay the disclosure of records or information until the investigating agency determines whether the misconduct or use of force violated a law or agency policy, but no longer than 180 days after the date of the employing agency's discovery of the misconduct or use of force, or allegation of misconduct or use of force, by a person authorized to initiate an investigation.

(9) A record of a complaint, or the investigations, findings, or dispositions of that complaint, shall not be released pursuant to this section if the complaint is frivolous, as defined in Section 128.5 of the Code of Civil Procedure, or if the complaint is unfounded.

(10) The cost of copies of records subject to disclosure pursuant to this subdivision that are made available upon the payment of fees covering direct costs of duplication pursuant to subdivision (a) of Section 7922.530 of the Government Code shall not include the costs of searching for, editing, or redacting the records.

(11) Except to the extent temporary withholding for a longer period is permitted pursuant to paragraph (8), records subject to disclosure under this subdivision shall be provided at the earliest possible time and no later than 45 days from the date of a request for their disclosure.

(12) (A) For purposes of releasing records pursuant to this subdivision, the lawyer-client privilege does not prohibit the disclosure of either of the following:

(i) Factual information provided by the public entity to its attorney or factual information discovered in any investigation conducted by, or on behalf of, the public entity's attorney.

(ii) Billing records related to the work done by the attorney so long as the records do not relate to active and ongoing litigation and do not disclose information for the purpose of legal consultation between the public entity and its attorney.

(B) This paragraph does not prohibit the public entity from asserting that a record or information within the record is exempted or prohibited from disclosure pursuant to any other federal or state law.

(13) Notwithstanding subdivision (a) or any other law, an agency that formerly employed a peace officer or custodial officer may, without receiving a request for disclosure, disclose to the public the termination for cause of that officer by that agency for any disclosable incident, including those described in subparagraphs (A) to (E), inclusive, of paragraph (1). Any such disclosure shall be at the discretion of the agency and shall not include any information otherwise prohibited from disclosure. This paragraph is declaratory of existing law.

(c) Notwithstanding subdivisions (a) and (b), a department or agency shall release to the complaining party a copy of the complaining party's own statements at the time the complaint is filed.

(d) Notwithstanding subdivisions (a) and (b), a department or agency that employs peace or custodial officers may disseminate data regarding the number, type, or disposition of complaints (sustained, not sustained, exonerated, or unfounded) made against its officers if that information is in a form ~~which~~ *that* does not identify the individuals involved.

(e) Notwithstanding subdivisions (a) and (b), a department or agency that employs peace or custodial officers may release factual information concerning a disciplinary investigation if the officer who is the subject of the disciplinary investigation, or the officer's agent or representative, publicly makes a statement they know to be false concerning the investigation or the imposition of disciplinary action. Information may not be disclosed by the peace or custodial officer's employer unless the false statement was published by an established medium of communication, such as television, radio, or a newspaper. Disclosure of factual information by the employing agency pursuant to this subdivision is limited to facts contained in the officer's personnel file concerning the disciplinary investigation or imposition of disciplinary action that specifically refute the false statements made public by the peace or custodial officer or their agent or representative.

(f) (1) The department or agency shall provide written notification to the complaining party of the disposition of the complaint within 30 days of the disposition.

(2) The notification described in this subdivision is not conclusive or binding or admissible as evidence in any separate or subsequent action or proceeding brought before an arbitrator, court, or judge of this state or the United States.

(g) This section does not affect the discovery or disclosure of information contained in a peace or custodial officer's personnel file pursuant to Section 1043 of the Evidence Code.

(h) This section does not supersede or affect the criminal discovery process outlined in Chapter 10 (commencing with Section 1054) of Title 6 of Part 2, or the admissibility of personnel records pursuant to subdivision (a), which codifies the court decision in Pitchess v. Superior Court (1974) 11 Cal.3d 531.

(i) Nothing in this chapter is intended to limit the public's right of access as provided for in Long Beach Police Officers Association v. City of Long Beach (2014) 59 Cal.4th 59.

SEC. 3. Section 13510.9 of the Penal Code is amended to read:

13510.9. (a) Beginning January 1, 2023, any agency employing peace officers shall report to the commission within 10 days, in a form specified by the commission, any of the following events:

(1) The employment, appointment, or termination or separation from employment or appointment, by that agency, of any peace officer. Separation from employment or appointment includes any involuntary termination, resignation, or retirement.

(2) Any complaint, charge, or allegation of conduct against a peace officer employed by that agency that could render a peace officer subject to suspension or revocation of certification by the commission pursuant to Section 13510.8.

(3) Any finding or recommendation by a civilian oversight entity, including a civilian review board, civilian police commission, police chief, or civilian inspector general, that a peace officer employed by that agency engaged in conduct that could render a peace officer subject to suspension or revocation of certification by the commission pursuant to Section 13510.8.

(4) The final disposition of any investigation that determines a peace officer engaged in conduct that could render a peace officer subject to suspension or revocation of certification by the commission pursuant to Section 13510.8, regardless of the discipline imposed.

(5) Any civil judgment or court finding against a peace officer based on conduct, or settlement of a civil claim against a peace officer or an agency based on allegations of officer conduct that could render a peace officer

subject to suspension or revocation of certification by the commission pursuant to Section 13510.8.

(b) By July 1, 2023, any agency employing peace officers shall report to the commission any events described in subdivision (a) that occurred between January 1, 2020, and January 1, 2023.

(c) An agency employing peace officers shall make available for inspection or duplication by the commission any investigation into any matter reported pursuant to paragraph (2) of subdivision (a), including any physical or documentary evidence, witness statements, analysis, and conclusions, for no less than two years after reporting of the finding or recommendation reported pursuant to paragraph (3) of subdivision (a), the final disposition of the investigation reported pursuant to paragraph (4) of subdivision (a), or the civil judgment or court finding reported pursuant to paragraph (5) of subdivision (a), as applicable, whichever is latest.

(d) (1) In a case of separation from employment or appointment, the employing agency shall execute and maintain an affidavit-of-separation form adopted by the commission describing the reason for separation and shall include whether the separation is part of the resolution or settlement of any criminal, civil, or administrative charge or investigation. The affidavit shall be signed under penalty of perjury and submitted to the commission.

(2) A peace officer who has separated from employment or appointment shall be permitted to respond to the affidavit-of-separation form, in writing, to the commission, setting forth their understanding of the facts and reasons for the separation, if different from those provided by the agency.

(3) Before employing or appointing any peace officer who has previously been employed or appointed as a peace officer by another agency, the agency shall contact the commission to inquire as to the facts and reasons a peace officer became separated from any previous employing agency. The commission shall, upon request and without prejudice, provide to the subsequent employing agency any information regarding the separation in its possession.

(4) Civil liability shall not be imposed on either a law enforcement agency or the commission, or any of the agency’s or commission’s agents, for providing information pursuant to this section in a good faith belief that the information is accurate.

(e) (1) An agency employing a peace officer shall not enter into an agreement with a peace officer that requires any of the following:

(A) The agency to destroy, remove, or conceal a record of a misconduct investigation.

(B) The agency to halt or make particular findings in a misconduct investigation.

(C) The agency to otherwise restrict the disclosure of information about an allegation or investigation of misconduct pursuant to any provision of law, including, but not limited to, this section, or Sections 832.7, 832.12, 1054.1, 13510.8, or 13510.85 of this code.

(2) A provision of an agreement inconsistent with this subdivision is contrary to law and public policy and is void and unenforceable.

~~(3)Notwithstanding any agreement described in this subdivision, any events described in subdivision (a) that occurred after January 1, 2020, and any peace officer’s separation from employment or appointment after January 1, 2023, including the reason for the separation and whether the separation was part of the resolution or settlement of any charge or investigation, shall be reported to the commission.~~

(f) The commission shall maintain the information reported pursuant to this section, in a form determined by the commission, and in a manner that may be accessed by the subject peace officer, any employing law enforcement agency of that peace officer, any law enforcement agency that is performing a preemployment background investigation of that peace officer, or the commission when necessary for the purposes of decertification. This information may be withheld from the subject peace officer if the commission determines that disclosure pursuant to this section may jeopardize an ongoing investigation, put a victim or witness at risk of any form of harm or injury, or may otherwise create a risk of any form of harm or injury that outweighs the interest in disclosure, until the risk of harm or injury is ended or mitigated so that the interest in disclosure is no longer outweighed by the interest in nondisclosure. Information that the commission releases to an agency pursuant to this section that has been withheld from the subject peace officer shall be kept confidential by the receiving agency.

(g) (1) The commission shall notify the head of the agency that employs the peace officer of all of the following:

(A) The initiation of any investigation of that peace officer by the division, unless that notification would interfere with the investigation.

(B) A finding by the division, following an investigation or review of the investigation, of grounds to take action against the peace officer's certification or application.

(C) A final determination by the commission as to whether action should be taken against a peace officer's certification or application.

(D) An adjudication, after hearing, resulting in action against an officer's certification or application.

(2) If the certificate of a peace officer is temporarily suspended pursuant to subdivision (d) of Section 13510.8, or revoked, the commission shall also notify the district attorney of the county in which the peace officer is or was employed of this fact.

(3) Each notification required by this subdivision shall include the name of the peace officer and a summary of the basis for the action requiring notification.

SEC. 4. The provisions of this act are severable. If any provision of this act or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 5. The Legislature finds and declares that ~~Section~~ *Sections* 2 and 3 of this act, which amend ~~Section~~ *Sections* 832.7 and 13510.9 of the Penal Code, ~~furthers,~~ *further,* within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act furthers public access and transparency with respect to certain records concerning the conduct of law enforcement officials.

CITY COUNCIL REPORT

9.H.

DATE: JULY 1, 2025

TO: MAYOR AND COUNCIL MEMBERS

FROM: Kelcey Young, City Manager, 5107248933, kelcey.young@pinole.gov

SUBJECT: LETTER OF SUPPORT FOR ASSEMBLY BILL 762

RECOMMENDATION

Staff recommends that the City Council approve letter of support to acknowledge the City's position on California Assembly Bill (AB) 762

BACKGROUND

At its meeting on June 15, 2025 the City Council approved as a future agenda item a letter of support for AB 762, The bill is attached. The League of California Cities has taken a support position on this bill. This bill seeks to ban the sale of single-use disposable vaporizer products in California. Single-use vapes contain embedded lithium-ion batteries, making them a source of electronic waste and fire hazard.

City Staff has drafted a letter using suggested language by the League of California Cities.

REVIEW AND ANALYSIS

This Bill was introduced on February 18, 2025, and amended on March 28, 2025.

FISCAL IMPACT

There was no direct fiscal impact to the City created by submitting a position letter on this State legislation.

ATTACHMENTS

A. AB 762 Letter
B. California-2025-AB762-Amended

CITY OF PINOLE

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July 2, 2025

The Honorable Marc Berman, Chair
Assembly Business and Professions
1020 N Street, Room 379
Sacramento, CA 95814
RE: Support for AB 762 (Irwin and Wilson) – Ban on Disposable Vapes:

Dear Assemblymember Berman,

The City of Pinole writes this letter in support of AB 762 (Irwin and Wilson), which seeks to ban the sale of single-use disposable vaporizer products in California. This critical legislation addresses the environmental, safety, and public health risks posed by these products, protecting our communities, waste infrastructure, and natural ecosystems from their destructive impact.

Single-use vapes contain embedded lithium-ion batteries, making them not only an unsustainable source of electronic waste but also a significant fire hazard. When improperly discarded—as is often the case—these devices ignite fires in garbage cans, collection trucks, and material recovery facilities (MRFs). These lithium-ion battery fires can reach temperatures of up to 1200°C—equivalent to a welding torch—causing rapid and uncontrollable blazes. The U.K. has already linked disposable vape waste to a staggering 77% increase in waste facility fires over the last year alone. California waste and recycling operators are facing a similar crisis, with escalating fire risks and increased costs in managing this hazardous waste. Beyond safety concerns, single-use vapes contribute to an egregious waste of valuable resources. The lithium discarded in these devices annually could otherwise power over 2,600 electric vehicles, underscoring the reckless depletion of critical materials. Additionally, the mining and manufacturing of lithium and cobalt—key components of vape batteries—exacerbate environmental degradation and perpetuate environmental justice issues in vulnerable communities.

Disposable vapes are rapidly becoming a dominant form of electronic litter, contaminating highways, parks, and beaches. The Marine Conservation Society reports that these products are now routinely found along coastlines, where they pose an immediate threat to marine life. Unlike cigarette butts, which take up to ten years to degrade, single-use vapes introduce long-lasting toxic pollutants into ecosystems, including residual nicotine, lead, and mercury, which can leach into soil and waterways.

The vast majority of consumers—72%—are unaware that these devices cannot be disposed of in standard recycling or garbage streams. The absence of a standardized, effective collection and recycling process means that single-use vapes are, in reality, unmanageable toxic waste. The current status quo places the burden on local governments and waste management operators, forcing them to treat these hazardous materials at exorbitant costs. Disposable vapes have driven a troubling surge in youth nicotine addiction. According to recent CDC data, 14.1% of high school students and 3.3% of middle school students report using e-cigarettes, with a staggering 57.2% of high school users and 45.8% of middle school users favoring disposable vape products.

Over 84.8% of teen users report using flavored vapes, including fruit, candy, and menthol varieties, further entrenching nicotine dependence. Emerging research reveals that disposable vapes expose users to heightened levels of volatile organic compounds (VOCs) and toxic metals such as nickel, cadmium, mercury, and chromium—compounds linked to increased risks of cancer, cardiopulmonary disease, and neurological disorders. This growing body of evidence underscores the urgent need for intervention to protect public health, particularly among vulnerable youth populations.

California has long been a leader in environmental protection and consumer safety, and this bill aligns with global momentum to eliminate single-use disposable vapes. Countries including the U.K., France, Belgium, New Zealand, and Vietnam have already taken decisive action against these products, recognizing the irreversible harm they cause. California must act now to prevent further environmental degradation, public health crises, and economic burdens associated with their unregulated disposal.

For the sake of our environment, public health, and waste infrastructure, we urge you to support AB 762 and move it forward in the legislative process. We appreciate your leadership in tackling this urgent issue and stand ready to support efforts to pass this critical bill.

Sincerely,

Cameron Sasai
Mayor of Pinole

cc: The Honorable Gail Pellerin
Members, Senate Natural Resources and Water Committee

AMENDED IN ASSEMBLY MARCH 28, 2025

CALIFORNIA LEGISLATURE— 2025–2026 REGULAR SESSION

ASSEMBLY BILL **NO. 762**

Introduced by Assembly Members Irwin and Wilson

February 18, 2025

An act to add Chapter 5.1 (commencing with Section 42260) to Part 3 of Division 30 of the Public Resources Code, relating to vapor inhalation devices.

LEGISLATIVE COUNSEL'S DIGEST

AB 762, as amended, Irwin. Disposable, battery-embedded vapor inhalation device: prohibition.

~~Existing~~

(1) Existing law regulates the manufacture, sale, and disposal of various single-use products, including single-use foodware accessories and condiments and single-use carryout bags. Existing law prohibits a store from, among other things, providing, distributing, or selling a carryout bag at the point of sale, except as specified. Existing law defines terms for these purposes.

This bill would prohibit, beginning January 1, 2026, a person from selling, distributing, or offering for sale a new or refurbished disposable, battery-embedded vapor inhalation device in this state. The bill would define a “disposable, battery-embedded vapor inhalation device” to mean a vaporization device that is not designed or intended to be reused, as specified.

Existing law authorizes a city, county, city and county, or the state, to impose civil liability on a person or entity that knowingly violated, or reasonably should have known that it violated, provisions relating to the above-described carryout bag prohibition in specified fine amounts, including $1,000 per day for the first violation. Existing law requires any civil penalties collected to be paid to whichever office brought the action, as specified, and authorizes the Attorney General to expend any penalties it collects, upon appropriation by the Legislature, to enforce those provisions.

This bill would authorize a city, a county, a city and county, or the state, to enforce the above-described disposable, battery-embedded vapor inhalation device prohibition and to impose civil liability on a person or entity in violation of the prohibition in specified fine amounts, including $500 for the first violation. The bill would require any civil penalties collected to be paid to whichever office brought the action, as specified, and would authorize the Attorney General to expended any penalties it collects, upon appropriation by the Legislature, to enforce these provisions. The bill would specify that any remedies provided pursuant to these provisions are not exclusive and are in addition to the remedies that may be available pursuant to specified provisions relating to unfair competition. ~~The~~

The bill would make any person who violates the above-described disposable battery-embedded vapor inhalation device prohibition guilty of an infraction punishable by a fine of not more than $500. By expanding the scope of an infraction, this bill would impose a state-mandated local program.

(2) Existing law, the Cigarette and Tobacco Products Licensing Act of 2003, provides for the licensure and regulation of manufacturers, importers, distributors, wholesalers, and retailers of cigarettes and tobacco products by the State Board of Equalization.

Existing law requires every person desiring to engage in the sale of cigarettes or tobacco products as, among other things, a wholesaler to file with the board an application for a license, as specified. Existing law authorizes the California Department of Tax and Fee Administration to suspend or revoke a license described above, as specified, of any importer or any manufacturer that has failed to comply with specified provisions relating to monthly reporting of distributors and wholesale costs.

This bill would authorize the department to revoke or suspend any license to engage in the sale of cigarettes or tobacco products, as defined, of any person with a license who is in violation of the above-described prohibition for a disposable, battery-embedded vapor inhalation device containing a tobacco product.

(3) The Control, Regulate and Tax Adult Use of Marijuana Act (AUMA), an initiative measure approved as Proposition 64 at the November 8, 2016, statewide general election, authorizes a person who obtains a state license under AUMA to engage in commercial adult-use cannabis activity pursuant to that license and applicable local ordinances. Existing law, the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), among other things, consolidates the licensure and regulation of commercial medicinal and adult-use cannabis activities, including retail commercial cannabis activity.

MAUCRSA establishes the Department of Cannabis Control within the Business, Consumer Services, and Housing Agency to administer the act. MAUCRSA authorizes the department to issue state licenses only to qualified applicants, and authorizes the department to revoke or suspend a license if, among other things, a licensee fails to actively and diligently pursue requirements for a license.

This bill would authorize the department to revoke or suspend a license issued by the department of any person with a license who is in violation of the above-described prohibition for a disposable, battery-embedded vapor inhalation device containing a cannabis product, as defined.

The bill would specify that any penalty described above is in addition to the other penalties authorized by the bill. The bill would require costs incurred by a state agency in carrying out these provisions to be recoverable by the Attorney General, upon the request of the agency, from the liable person or persons.

(4) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Digest Key

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: ~~no~~*yes*

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Chapter 5.1 (commencing with Section 42260) is added to Part 3 of Division 30 of the Public Resources Code, to read:

42260. (a) (1) For purposes of this section, a "disposable, battery-embedded vapor inhalation device" means a vaporization device that is not designed or intended to be reused, and includes any vaporization device that meets either, or both, of the following requirements:

(A) (i) The vaporization device is not refillable.

(ii) For purposes of this subparagraph, a vaporization device is not considered refillable unless it is designed to include any of the following:

(I) A single-use container that is separately available and can be replaced.

(II) A container that can be refilled.

(III) A coil that is not intended to be replaced by an individual user in the normal course of use, including any coil that is contained in a single-use cartridge or pod that is not separately available and cannot be replaced.

(B) (i) The vaporization device is not rechargeable.

(ii) For purposes of this subparagraph, a vaporization device is not considered rechargeable if it is designed to contain a battery that cannot be recharged.

(2) "Disposable, battery-embedded vapor inhalation device" does not include a device, as defined in Section 321(h) of Title 21 of the United States Code, if either of the following applies:

(A) It is a class I device as defined in subsection (a) of Section 360c of Title 21 of the United States Code, and either of the following applies:

(i) It is a device described in Section 414.202 of Title 42 of the Code of Federal Regulations.

(ii) Either of the following applies:

(I) The device is predominantly used in a health care setting by a provider.

(II) The device is predominantly prescribed by a health care provider.

(B) It is a class II or class III device as defined in subsection (a) of Section 360c of Title 21 of the United States Code.

(b) On and after January 1, 2026, a person shall not sell, distribute, or offer for sale a new or refurbished disposable, battery-embedded vapor inhalation device in this state.

(c) (1) A city, a county, a city and county, or the state may enforce this section and impose civil liability on a person or entity in violation of this section in the amount of five hundred dollars ($500) for the first violation, one thousand dollars ($1,000) for the second violation, and two thousand dollars ($2,000) for the third and any subsequent violations.

(2) Any civil penalties collected pursuant to paragraph (1) shall be paid to the office of the city attorney, city prosecutor, district attorney, or Attorney General, whichever office brought the action. The penalties collected by the Attorney General may be expended by the Attorney General, upon appropriation by the Legislature, to enforce this chapter.

(3) The remedies provided by this section are not exclusive and are in addition to the remedies that may be available pursuant to Chapter 5 (commencing with Section 17200) of Part 2 of Division 7 of the Business and

Professions Code.

(d) Any person who violates this section shall be guilty of an infraction punishable by a fine of not more than five hundred dollars ($500).

(e) (1) The California Department of Tax and Fee Administration may revoke or suspend a license to engage in the sale of cigarettes or tobacco products, pursuant to the provisions applicable to the revocation or suspension of a license set forth in the Cigarette and Tobacco Products Licensing Act of 2003 (Division 8.6 (commencing with Section 22970) of the Business and Professions Code), of any person with a license who is in violation of this section for a disposable, battery-embedded vapor inhalation device containing a tobacco product.

(2) For purposes of this subdivision, "tobacco product" has the same meaning as that term is defined in Section 22971 of the Business and Professions Code.

(f) (1) The Department of Cannabis Control may revoke or suspend a license issued by the department, pursuant to Medicinal and Adult-Use Cannabis Regulation and Safety Act (Division 10 (commencing with Section 26000) of the Business and Professions Code), of any person with a license who is in violation of this section for a disposable, battery-embedded vapor inhalation device containing a cannabis product.

(2) For purposes of this subdivision, "cannabis" or "cannabis product" have the same meaning as those terms are defined in Section 26001 of the Business and Professions Code.

(g) Any penalty described in this section is in addition to the other penalties authorized by this section.

~~(4)~~

(h) The costs incurred by a state agency in carrying out this chapter shall be recoverable by the Attorney General, upon the request of the agency, from the liable person or persons.

SEC. 2. *No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.*

CITY COUNCIL REPORT

9.I.

DATE: JULY 1, 2025

TO: MAYOR AND COUNCIL MEMBERS

FROM: Kelcey Young, City Manager, 5107248933, kelcey.young@pinole.gov

SUBJECT: LETTER OF SUPPORT FOR ASSEMBLY BILL 996

RECOMMENDATION

Staff recommends that the City Council approve a letter of support to acknowledge the City's position on California Assembly Bill (AB) 996.

BACKGROUND

At its meeting of June 15, 2025, the City Council approved as a future agenda item a letter of support for AB 996, authored by Assemblymember Gail Pellerin.

The bill (attached) was introduced in February 2025 and was amended May 23, 2025. The bill would would provide local governments tools as they develop plans that incorporate the best available science to mitigate and adapt to the impacts of sea level rise. Among other things, it would require that existing sea level rise information or plans that a local government has prepared, may satisfy one or all of the components of the sea level rise plans.
The League of California Cities has taken a support position on this bill.

REVIEW AND ANALYSIS

The bill (attached) was introduced in February 2025 and was amended May 23, 2025.

FISCAL IMPACT

There was no direct fiscal impact to the City created by submitting a position letter on this State legislation.

ATTACHMENTS

A. Letter of Support AB 996
B. California-2025-AB996-Amended

CITY OF PINOLE

2131 Pear Street
Pinole, CA 94564

Phone: (510) 724-9000
FAX: (510) 724-9826
www.pinole.gov

The Honorable Monique Limon
Chair, Senate Natural Resources and Water Committee
1021 O Street, Room 3220
Sacramento, CA 95814

July 2, 2025

Re: Letter of Support for Assembly Bill (AB 996)

Dear Senator Limon,

The City of Pinole is pleased to **support AB 996 (Pellerin)**, which would provide local governments tools as they develop plans that incorporate the best available science to mitigate and adapt to impacts of sea level rise.

In 2023, SB 272 (Laird) was chaptered into law, which requires coastal and bay cities and counties to develop sea level rise plans by 2034 and receive approval from the state in both the bay area and the coastal zone. Bay jurisdictions are tasked with developing sub-regional shoreline adaptation plans for approval by the Bay Conservation and Development Commission (BCDC), and coastal jurisdictions are required to incorporate the sea level rise plan into their local coastal programs (LCPs) for approval by the California Coastal Commission (Commission). For the 61 coastal cities, their LCPs are comprised of a Land Use Plan and Implementation Plan and when they receive certification from the Commission, the local government retains its permitting authority for coastal development permits (CDPs).

AB 996 would provide supportive tools for local governments in the development of a sea level rise plan. The bill would provide that existing sea level rise information or plans that a local government has prepared may satisfy one or all of the components of the sea level rise plans. Some coastal cities have done extensive work to assess sea level rise vulnerability. This provision would clarify that a local government does not need to do duplicative planning, if the existing materials can satisfy the sea level rise plan requirements. The bill would also create an early consultation process for the cities and counties in the coastal zone to engage and consult with the Commission, about the preparation of new or amended LCPs to ensure formal submission of sea level rise plan materials are sufficient for a complete review. Early consultation is intended to provide enhanced communication between the Commission and local governments and provides opportunity for the Commission to written recommendations to local governments to ensure an efficient and timely submission and approval processes.

For these reasons, the City of Pinole **supports AB 996 (Pellerin)** and respectfully requests your 'aye' vote when the bill is heard in committee.

Sincerely,

Cameron Sasai
Mayor of Pinole

cc: The Honorable Gail Pellerin
Members, Senate Natural Resources and Water Committee

AMENDED IN ASSEMBLY MAY 23, 2025
AMENDED IN ASSEMBLY APRIL 30, 2025
AMENDED IN ASSEMBLY APRIL 21, 2025
AMENDED IN ASSEMBLY MARCH 10, 2025

CALIFORNIA LEGISLATURE— 2025–2026 REGULAR SESSION

ASSEMBLY BILL **NO. 996**

Introduced by Assembly Member Pellerin

February 20, 2025

An act to amend Section 30985 of, and to add ~~Sections 30527 and~~ *Section* 30985.7 to, the Public Resources Code, relating to coastal resources.

LEGISLATIVE COUNSEL'S DIGEST

AB 996, as amended, Pellerin. Public Resources: ~~California Coastal Act of 1976: California Coastal Planning Fund.~~ sea level rise plans.

~~Existing law, the California Coastal Act of 1976, provides for the protection of California's coast and requires any person wishing to perform or undertake any development in the coastal zone, as defined, to obtain a coastal development permit, except as specified. The act requires the issuance of a coastal development permit if the proposed development is in conformity with the certified local coastal program. The act provides for the certification of local coastal programs by the California Coastal Commission.~~

~~The bill would establish the California Coastal Planning Fund in the State Treasury to help local governments adequately plan for the protection of coastal resources and public accessibility to the coastline. The bill would, upon appropriation by the Legislature, make moneys in the fund available to the commission for various state and local costs relating to local coastal program development and sea level rise plans and to administer the fund, as provided. The bill would authorize the commission to expend moneys in the fund to assist specified eligible recipients, including, among others, the San Francisco Bay Conservation and Development Commission, and to take specified action to administer the fund. The bill would authorize the San Francisco Bay Conservation and Development Commission to set appropriate requirements as a condition of funding for moneys provided to it from the fund.~~

~~The bill would make findings and declarations related to a gift of public funds.~~

Existing law requires local governments lying in whole or in part within the coastal zone or within the jurisdiction of the San Francisco Bay Conservation and Development Commission to, on or before January 1, 2034, develop a sea level rise plan with specified required content as part of a local coastal program that is subject to approval by the California Coastal Commission or the San Francisco Bay Conservation and Development Commission.

This bill would authorize the applicable commission, when approving a local coastal plan or an amendment to a local coastal plan, to deem existing sea level rise information or plans prepared by a local government to satisfy the content requirements for a sea level rise plan. The bill would provide that local governments are ~~encouraged to,~~ *encouraged,* on or before January 1, 2029, *to* consult with the ~~commission,~~ *California Coastal Commission,* in a voluntary early consultation, regarding sea level rise plans in the preparation of a local coastal program or an amendment to a local coastal program.

Digest Key

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

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Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

~~SECTION 1.Section 30527 is added to the Public Resources Code, immediately following Section 30526, to read:~~

~~30527.(a)The California Coastal Planning Fund is hereby established in the State Treasury to help local governments adequately plan for the protection of coastal resources and public accessibility to the coastline. Upon appropriation by the Legislature, moneys deposited into the fund shall be available to the commission to fund the following:~~

~~(1)Costs for local governments to prepare, adopt, and revise local coastal programs, consistent with this division.~~

~~(2)Costs for local governments to prepare, adopt, and revise sea level rise plans, consistent with Division 20.6.9 (commencing with Section 30985).~~

~~(3)Costs for commission staff to review local coastal programs and for the San Francisco Bay Conservation and Development Commission staff to review sea level rise plans, consistent with Division 20.6.9 (commencing with Section 30985). Those costs shall not exceed 20 percent of the annual deposits into the fund.~~

~~(b)Consistent with subdivision (a), the commission shall expend moneys in the fund for grants, loans, contracts, or services to assist eligible recipients.~~

~~(c)(1)Eligible recipients of funding pursuant to this section shall be local agencies, including cities and counties, the commission, and the San Francisco Bay Conservation and Development Commission.~~

~~(2)To be eligible for funding pursuant to this section, grants, loans, contracts, or services provided to a local government shall have a clear and definite purpose associated with the planning efforts required to provide public benefits related to coastal resource protection and public accessibility of the California coast.~~

~~(d)The commission may undertake any of the following actions to administer the fund:~~

~~(1)Provide for the deposit of any of the following moneys into the fund:~~

~~(A)Federal contributions.~~

~~(B)Voluntary contributions, gifts, grants, or bequests.~~

~~(C)Financial participation by a public agency in an activity authorized for funding from the fund.~~

~~(2)Enter into agreements for contributions to the fund from the federal government, local or state agencies, private corporations, and nonprofit organizations.~~

~~(3)Direct portions of the fund to a subset of eligible applicants as required or appropriate based on funding source.~~

~~(4)Take additional action as may be appropriate for adequate administration and operation of the fund.~~

~~(5)Set appropriate requirements as a condition of funding. This paragraph does not apply to funding provided to the San Francisco Bay Conservation and Development Commission pursuant to paragraph (1) of subdivision (c).~~

~~(e)The San Francisco Bay Conservation and Development Commission may set appropriate requirements, consistent with this section, as a condition of funding provided pursuant to paragraph (1) of subdivision (c).~~

~~(f)Actions to administer the fund, and implement or interpret this section, are not subject to the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).~~

~~(g)This section does not expand any obligation of the state to provide resources for the provisions of this article or to require the expenditure of additional resources beyond the amount of moneys deposited into the fund.~~

~~SEC. 2.~~*SECTION 1.* Section 30985 of the Public Resources Code is amended to read:

30985. (a) A local government lying, in whole or in part, within the coastal zone or within the jurisdiction of the San Francisco Bay Conservation and Development Commission shall develop a sea level rise plan as part of either of the following, as applicable:

(1) A local coastal program that is subject to approval by the California Coastal Commission consistent with the guidelines established pursuant to subdivision (a) of Section 30985.2.

(2) A subregional San Francisco Bay shoreline resiliency plan that is subject to approval by the San Francisco Bay Conservation and Development Commission consistent with the guidelines established pursuant to subdivision (b) of Section 30985.2.

(b) The sea level rise plan required pursuant to subdivision (a) shall include, at a minimum, all of the following:

(1) The use of the best available science.

(2) A vulnerability assessment that includes efforts to ensure equity for at-risk communities.

(3) Sea level rise adaptation strategies and recommended projects.

(4) Identification of lead planning and implementation agencies.

(5) A timeline for updates, as needed, based on conditions and projections and as determined by the local government in agreement with the California Coastal Commission or the San Francisco Bay Conservation and Development Commission, as applicable.

(c) A timeline for sea level rise plan updates, as required pursuant to paragraph (5) of subdivision (b), shall include economic impact analyses of, at a minimum, costs to critical public infrastructure and recommended approaches for implementing the sea level rise adaptation strategies and recommended projects pursuant to paragraph (3) of subdivision (b).

(d) All local governments subject to the requirements of subdivision (a) shall comply with this section by January 1, 2034.

(e) For purposes of this section, "critical public infrastructure" includes, but is not limited to, transit, roads, airports, ports, water storage, and conveyance, wastewater treatment facilities, landfills, powerplants, and railroads.

(f) The California Coastal Commission or the San Francisco Bay Conservation and Development Commission may deem existing sea level rise information or sea level rise plans prepared by a local government to satisfy one or all of the requirements of subdivisions (b) and (c).

~~**SEC. 3.**~~***SEC. 2.*** Section 30985.7 is added to the Public Resources Code, to read:

30985.7. (a) A local government is encouraged to consult with the California Coastal Commission, on or before January 1, 2029, in preparation of a local coastal program or an amendment to a local coastal program pursuant to this division to ensure that, upon formal submission of the local coastal program or an amendment to the local coastal program to the California Coastal Commission, the materials are sufficient for a thorough and complete review.

(b) A local government's participation in an early consultation pursuant to this section is voluntary. An early consultation is intended to help a local government to timely meet the requirements of this division. Participation in an early consultation at any time shall not prevent a local government from submitting a sea level rise plan as required by this division.

(c) If a local government seeks to engage in an early consultation at any time with the California Coastal Commission, the following shall occur:

(1) A local government shall initiate the early consultation by notifying California Coastal Commission staff in writing that the local government seeks to engage in a consultation. After providing this notification, the local government shall provide the California Coastal Commission a summary report on the status of its efforts to develop a sea level rise plan pursuant to Section 30985, including any draft components as outlined in subdivisions (b) and (c) of Section 30985, and may provide a draft local coastal program or an amendment to a local coastal program that is intended to satisfy the requirement of paragraph (1) of subdivision (a) of Section 30985.

(2) An early consultation may include a singular meeting or regular meetings. The meeting schedule shall be mutually agreed upon by the local government and the California Coastal Commission.

(3) California Coastal Commission staff shall offer written recommendations to a local government about what may preclude certification of a local coastal program or an amendment to a local coastal program, including, but not limited to, information about what satisfies the requirements of subdivisions (b) and (c) of Section 30985.

(4) California Coastal Commission staff shall provide recommendations in a reasonable timeframe that is mutually agreed upon by both the local government and the commission.

~~SEC. 4.The Legislature finds and declares that the addition of Section 30527 to the Public Resources Code serves the public purpose of protecting coastal resources and public accessibility to the coastline and does not constitute a gift of public funds within the meaning of Section 6 of Article XVI of the California Constitution.~~

CITY COUNCIL REPORT

9.J.

DATE: JULY 1, 2025

TO: MAYOR AND COUNCIL MEMBERS

FROM: Roxane Stone, Deputy City Clerk, Rstone@pinole.gov

SUBJECT: PLACEMENT OF LIENS FOR DELINQUENT UNPAID WASTE COLLECTION CHARGES FALLING DELINQUENT BETWEEN JANUARY AND APRIL 2025, CONSIDERED AT AN ADMINISTRATIVE HEARING ON JUNE 5, 2025

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 June 5, 2025, regarding unpaid garbage collection services that fell delinquent between January and April 2025. 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.

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 80 properties on which liens are being imposed, representing a total of $46,082.03 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 $4,980.00; the total lien amount including recovery fees are $51,062.03.

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. 2025-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 JUNE 5, 2025

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 January and April 2025); and

WHEREAS, pursuant to the provisions of Section 8.08.110, a hearing was held on June 5, 2025; 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 1st day of July 2025**,** 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 1st day of July 2025.

____

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.K.

DATE: JULY 1, 2025

TO: MAYOR AND COUNCIL MEMBERS

FROM: Heba El-Guindy, Public Works Director, helguindy@pinole.gov

SUBJECT: ADOPT A RESOLUTION APPROVING THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF PINOLE AND CONTRA COSTA COUNTY FOR THE SAN PABLO AVENUE ENHANCED BICYCLE AND PEDESTRIAN GAP CLOSURE STUDY

RECOMMENDATION

Adopt the attached Resolution (Attachment A) authorizing approval of the Cooperative Agreement (Attachment B) between the City of Pinole and Contra Costa County for the San Pablo Avenue Enhanced Bicycle and Pedestrian Gap Closure Study, and authorizing the City Manager to sign the Agreement.

BACKGROUND

Bay Area voters approved Regional Measure 3 (RM3) on June 5, 2018. RM3 is a competitive grant program to fund bicycle and pedestrian access improvements on and in the vicinity of the state-owned toll bridges connecting to rail transit stations and ferry terminals. The Bay Area Toll Authority (BATA) adopted a phasing schedule for increasing the toll amount with the first, second, and third dollars of the toll increases taking effect on January 1, 2019, January 1, 2022, and January 1, 2025, respectively.

The RM3 program provides a total of $150 million in funding administered by the Metropolitan Transportation Commission (MTC). MTC's Resolution No. 4639 established policies, procedures, and project selection criteria specific to the RM3 Safe Routes to Transit and Bay Trail (SR2TBT) grant program. Applications for Cycle 1 of the SR2TBT program were due to MTC by October 14, 2024, with $75 million available for programming. MTC received 51 applications requesting approximately $315 million, approximately four times the available amount in Cycle 1 of the program.

Contra Costa County in coordination with the City of Pinole, submitted an application for Cycle 1 of the RM3 program to fund the San Pablo Avenue Enhanced Bicycle and Pedestrian Gap Closure Study (Study). The Study aims to identify and evaluate enhancements to bicycle and pedestrian improvements along San Pablo Avenue from Richmond Parkway to the Pinole-Hercules city limit. The Study was one of seven projects selected by MTC for funding with a total project cost of $500,000 including $425,000 of RM3 funds and $75,000 local match. The local match to be shared between the County (share of $50,000) and the City (share of $25,000) as detailed in the attached Cooperative Agreement (Attachment B). On June 10, 2025, the County Board of Supervisors approved Resolution 2025-199 requesting that MTC support placing the Study on the federal Transportation Improvement Program (TIP) and programming of the RM3 funds. The Resolution also authorized the Director of the Department of Conservation and Development to sign on behalf of the County the attached Cooperative Agreement with the City of Pinole.

REVIEW AND ANALYSIS

San Pablo Avenue (also SR 123 segments) is a major corridor with a regional significance as it runs throughout the entire length of Western Contra Costa County and portions of western Alameda County (an approximate length of 18.56 miles). The Study area covers the segment of San Pablo Avenue between Richmond Parkway in the southwest and the Pinole/Hercules city limit in the northeast (an approximate length of 3.19 miles) traveling through unincorporated County and City areas.

The County will lead the Study and associated reporting to MTC on the RM3 funds to be expended within the set Study budget and schedule. In addition to sharing the local match, the attached Cooperative Agreement, for example, outlines collaboration between the County and the City on developing the Study scope of work, selection of the consultant, and participation in staff; policy and technical meetings. The Study recommendations for improvements within Pinole will be developed based on adopted City policies and priorities, and approval of the recommendations will be within the City Council discretion.

FISCAL IMPACT

Total study costs, including consultant services, are planned at a not-to-exceed amount of $500,000 including $425,000 of RM3 funds and a local match of $75,000. The County's allocation for the local match is in the amount of $50,000, while the City's remaining share of the local match is in the amount of $25,000. If approved by the City Council, the City's share of the local match of $25,000 will be funded by Measure S funds in Fiscal Year 2025/26.

ATTACHMENTS

A. Resolution
B. Cooperative Agreement

RESOLUTION NO. 2025 – xx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APROVING COOPERATIVE AGREEMENT BETWEEN THE CITY OF PINOLE AND CONTRA COSTA COUNTY FOR THE SAN PABLO AVENUE ENHANCED BICYCLE AND PEDESTRIAN GAP CLOSURE STUDY

WHEREAS, Bay Area voters approved Regional Measure 3 (RM3) on June 5, 2018. RM3 is a competitive grant program to fund bicycle and pedestrian access improvements on and in the vicinity of the state-owned toll bridges connecting to rail transit stations and ferry terminals; and

WHEREAS, the Bay Area Toll Authority (BATA) adopted a phasing schedule for increasing the toll amount with the first, second, and third dollars of the toll increases on January 1, 2019, January 1, 2022, and January 1, 2025, respectively; and

WHEREAS, the RM3 program provides a total of $150 million in funding administered by the Metropolitan Transportation Commission (MTC) with $75 million available for programming under Cycle 1 of the program; and

WHEREAS, Contra Costa County in coordination with the City of Pinole, submitted an application for Cycle 1 of the RM3 program to fund the San Pablo Avenue Enhanced Bicycle and Pedestrian Gap Closure Study (Study) by the due date of October 14, 2024; and

WHEREAS, the Study aims to identify and evaluate enhancements to bicycle and pedestrian improvements along San Pablo Avenue from Richmond Parkway to the Pinole-Hercules city limit traveling through unincorporated County and City areas; and

WHEREAS, the Study was one of seven projects selected by MTC for funding with a total project cost of $500,000 including $425,000 of RM3 funds and $75,000 local match. The local match to be shared between the County (share of $50,000) and the City (share of $25,000); and

WHEREAS, a Cooperative Agreement between the City of Pinoile and Contra Costa County is attached as Exhibit A; and

WHEREAS, on June 10, 2025, the County Board of Supervisors approved Resolution 2025-199 requesting that MTC support placing the Study on the federal Transportation Improvement Program (TIP) and programming of the RM3 funds. The Resolution also authorized the Director of the Department of Conservation and Development to sign on behalf of the County the Cooperative Agreement with the City (Exhibit A); and

WHEREAS, the current adopted capital budget has sufficient Measure S funds to fund the City's local match of $25,000 in Fiscal Year 2025/26; and

NOW THERFORE BE IT RESOLVED that the City Council of the City of Pinole as follows:

1. Approve the Cooperative Agreement (Exhibit A) between the City of Pinole and Contra Costa County for the San Pablo Avenue Enhanced Bicycle and Pedestrian Gap Closure Study to be funded by $425,000 of RM3 funds, $50,000 County share of local match, and $25,000 City share of local match for a total Study cost of $500,000.

2. Authorize the City Manager to execute the Cooperative Agreement (Exhibit A)

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 1st day of July 2025 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 1st day of July 2025.

____

Heather Bell
City Clerk

COOPERATIVE AGREEMENT
BETWEEN THE CITY OF PINOLE AND
CONTRA COSTA COUNTY FOR THE
SAN PABLO AVENUE ENHANCED BICYCLE AND PEDESTRIAN GAP CLOSURE STUDY

This COOPERATIVE AGREEMENT ("Agreement") is entered into as of June 10, 2025 ("Effective Date"), by and between the City of Pinole, a municipal corporation ("CITY"), and the County of Contra Costa, a political subdivision of the State of California ("COUNTY"). The CITY and the COUNTY are sometimes referred to herein together as the "PARTIES" and, individually, as a "PARTY."

RECITALS

A. The COUNTY and the CITY desire to cooperate to complete the San Pablo Avenue Enhanced Bicycle and Pedestrian Gap Closure Study ("STUDY") to identify improvements to serve bicyclists and pedestrians using San Pablo Avenue, between the Richmond Parkway and the Pinole/Hercules border, ("STUDY AREA") as more particularly shown on Exhibit A, attached hereto. The STUDY AREA is located within unincorporated Contra Costa County and within the City of Pinole. San Pablo Avenue is a major roadway that runs throughout the entire length of western Contra Costa County and portions of western Alameda County, including the cities of Berkeley and Oakland.

B. The COUNTY obtained a Regional Measure (RM) 3 – Safe Routes to Transit and Bay Trail ("SR2TBT") Grant from the Metropolitan Transportation Commission ("MTC") in the amount of $425,000 for the purposes of completing the STUDY. A copy of the Grant Agreement is attached hereto as Exhibit B, attached hereto. The SR2TBT Grant requires a contribution of local matching funds in the total amount of $75,000. The PARTIES desire to share this expense, as set forth in this Agreement.

C. The STUDY AREA includes the PARTIES' separate jurisdictional areas where individual PARTIES have discrete authority over land use, roadway operations, and public capital improvements. Streets and Highways Code section 1712, and other applicable laws, authorize the CITY and the COUNTY to jointly study and construct improvements to roadways located within both the CITY's and COUNTY's respective jurisdiction. The PARTIES intend to cooperate and support the completion of the STUDY, which will develop recommendations for improved bicycle and pedestrian facilities within the STUDY AREA, in accordance with the terms of this Agreement. Any implementation of any recommendations would require further discretionary decisions by the PARTIES, as further described in this AGREEMENT.

AGREEMENT

1. **Term**. The term of this Agreement commences on the Effective Date, and this Agreement expires following the completion of a final version of the STUDY.

2. **Purpose**. The PARTIES agree on the cross-jurisdictional need for the STUDY and desire to complete the STUDY, and consider future implementation of any STUDY recommendations, subject to the policies, financial limitations, and priorities of each

jurisdiction. The purpose of this Agreement is to define the roles of the PARTIES during specific pre-STUDY activities, during the conduct of the STUDY, and during specific post-STUDY activities. Nothing in this Agreement commits, nor is it intended to commit, any PARTY to implement any particular project or make any particular discretionary decision, except to the extent expressly set forth in this Agreement.

3. <u>Responsibilities of the PARTIES</u>.

A. **Responsibilities of the CITY**. The CITY hereby agrees to do all of the following during the pre-STUDY, STUDY, and post-STUDY phases of the PARTIES' cooperative efforts under this Agreement:

1) Before the STUDY commences, the CITY shall:

- Within 30 days after the Effective Date, pay the COUNTY $25,000 for the CITY"s share of the local matching funds for the STUDY, as required under the SR2TBT Grant.

2) During the STUDY, the CITY shall designate one or more authorized representatives to:

- Participate in the selection of the consultant that will conduct of the STUDY ("<u>Consultant</u>"), as described in Section 3.B.2., below.
- Respond in a reasonable time to requests for information necessary for the conduct and progress of the STUDY.
- Participate in the description of the STUDY scope of work.
- Attend staff, policy, and technical meetings as necessary to complete the STUDY within the agreed-upon schedule.
- Respond to requested consultations and reviews. Before the STUDY is final, the CITY shall have an opportunity to review and comment on the draft STUDY.

3) After the completion of the STUDY, the CITY hereby agrees that it or its authorized representatives will:

- Consider whether to recommend that the CITY's City Council adopt the recommendations of the STUDY and incorporate next steps into the appropriate policy documents.
- Consider whether to implement any of the recommendations of the STUDY, subject to the adopted policies and priorities of the CITY and any required approvals by CITY's City Council, which shall be within the council's sole discretion to provide.
- Work cooperatively with COUNTY staff to pursue grant funds for the

implementation of all or portions of the recommendations of the STUDY, subject to the adopted policies and priorities of the CITY and any required approvals by the CITY's City Council, which shall be within the Council's sole discretion to provide.

CITY's obligations under this Section 3.A.3. shall survive the expiration of this Agreement following completion of the final STUDY.

B. **Responsibilities of the COUNTY**. The COUNTY hereby agrees to do all of the following during the pre-STUDY, STUDY, and post-STUDY phases of the PARTIES' cooperative efforts under this Agreement:

1) Before the STUDY commences, the COUNTY shall:

- Allocate $50,000 in COUNTY funds for the COUNTY's share of the local matching funds for the STUDY, as required under the SR2TBT Grant. County will account for these funds, and CITY's funds, separately from other COUNTY monies.

2) During the STUDY, the COUNTY shall:

- Serve as the STUDY lead agency, including for purposes of retaining the Consultant, serving as fiscal agent for the SR2TBT Grant, complying with any applicable requirements of the California Environmental Quality Act ("CEQA") connected with the STUDY, satisfying all reporting and other obligations as the grant recipient, among other responsibilities. COUNTY shall be solely responsible for any administrative activities necessary for the completion of the STUDY and to fulfill any requirements of MTC related to the STUDY or the use of SR2TBT Grant funds and local matching funds.

- Retain the Consultant through an appropriate solicitation process, as determined by COUNTY in its sole discretion.

- Designate authorized representatives to work cooperatively with the CITY's authorized representatives for all purposes related to the STUDY, including with respect to sharing necessary information.

- Cause COUNTY authorized representatives to coordinate and attend staff, policy, and technical meetings as necessary to complete the STUDY within the agreed-upon schedule.

- Cause COUNTY authorized representatives to respond to consultations and reviews.

- Incorporate CITY comments and changes in the STUDY, particularly as relate to roadways and roadway segments within CITY's jurisdiction and right-of-way, provided such comments are transmitted by the close of the CITY's review period for the draft STUDY.

- Before the STUDY is final, a copy of the draft STUDY will be transmitted to the CITY's authorized representatives for review and comment. COUNTY shall provide CITY at least 30 days to review and provide comments on the draft STUDY before COUNTY directs Consultant to prepare a final version of the STUDY. If CITY does not provide comments within that comment period, COUNTY's authorized representative may require the Consultant to prepare the final STUDY.

3) After the completion of the final STUDY, the COUNTY agrees that it or its authorized representative will:

- Provide CITY a copy of the final version of the STUDY.
- Consider whether to recommend that the COUNTY's Board of Supervisors adopt any recommendations of the STUDY and incorporate next steps into the appropriate policy documents.
- Consider whether to implement any of the recommendations of the STUDY, subject to the adopted policies, available financial resources, and priorities of the COUNTY, and further subject to and any required approvals by COUNTY's Board of Supervisors, which shall be within the board's sole discretion to provide.
- Work cooperatively with CITY staff to pursue grant funds for the implementation of all or portions of the recommendations of the STUDY, subject to the adopted policies and priorities of the COUNTY and any required approvals by the COUNTY"s Board of Supervisors, which shall be within the Board's sole discretion to provide.

COUNTY's obligations under this Section 3.B.3. shall survive the expiration of this Agreement following completion of the final STUDY.

4. **Grant Award; Future Discretionary Decisions.**

A. The CITY's share of local matching funds required by the SR2TBT Grant shall be refunded to the CITY only if: (i) this Agreement is terminated by either PARTY, or by mutual agreement of the PARTIES, prior to the award of a contract to a Consultant; or (ii) this Agreement is terminated for COUNTY's material breach, provided that the CITY follows the termination and dispute resolution provisions of Sections 8 and 9. In the event the SR2TBT Grant is terminated, rescinded, limited, or cancelled, in whole or in part, by the State, the PARTIES will work cooperatively to revise or conclude activities under this Agreement.

B. The PARTIES agree that design, construction, operation, and maintenance of any project resulting from or recommended by the STUDY will be the sole responsibility of the jurisdiction where that project is located, unless the PARTIES enter into another agreement providing otherwise. The approval of any project resulting from or recommended by the STUDY shall not be approved by the PARTY in whose jurisdiction the project is located until after all applicable requirements of CEQA are satisfied.

C. Any joint implementation of any project or projects resulting from or recommended by the STUDY will be subject to another agreement between the PARTIES, subject to the approvals of the PARTIES' governing bodies, which shall be within their sole respective discretion to provide.

5. **Mutual Indemnification**.

A. COUNTY hereby agrees to indemnify, defend, and hold harmless CITY and its officers, elected officials, employees, agents, and representatives, ("CITY Indemnitees") to the maximum extent allowed by law, from all actions, claims, suits, penalties, obligations, liabilities, damages to property, costs and expenses (including, without limitation, any fines, penalties, judgments, actual litigation expenses and experts' and actual attorneys' fees and attorney's fee awards, if any), environmental claims or bodily and/or personal injuries or death to any persons, (collectively, "Liabilities") to the extent those Liabilities arise from the negligence or willful misconduct of COUNTY, its officers, agents, or employees while performing any of COUNTY's obligations under this Agreement. This Section 5.A. shall survive the expiration or termination of this Agreement.

B. CITY hereby agrees to indemnify, defend, and hold harmless COUNTY and its officers, elected officials, employees, agents, and representatives, ("COUNTY Indemnitees") to the maximum extent allowed by law, from all Liabilities, to the extent those Liabilities arise from the negligence or willful misconduct of CITY, its officers, agents, or employees while performing any of CITY's obligations under this Agreement. This Section 5.B. shall survive the expiration or termination of this Agreement.

6. **Consultant's Contract**. COUNTY shall have sole discretion to determine the method for contracting with the Consultant in accordance with laws and policies that apply to COUNTY contracting. COUNTY will ensure that the COUNTY's contract with the Consultant requires the Consultant to indemnify the CITY Indemnitees to the same extent as COUNTY Indemnitees are indemnified, and to name the CITY, its officers, employees, and agents as additional insureds to the same extent as the COUNTY, its officers, employees, and agents are named as additional insureds under the Consultant's commercial liability, automobile, and/or professional liability insurance policy(ies).

7. **Amendments and Administrative Amendments**. This Agreement may be amended or modified only by the written approval of the legislative bodies of both PARTIES. Notwithstanding the foregoing, the Director of Conservation and Development, or designee, may execute administrative amendments to this Agreement. An administrative amendment may do any of the following, provided such amendment does not reduce the scope of indemnity, change either PARTY's financial obligations, contract away discretion vested in the Board of Supervisors or any police power, violate any applicable law or term of the SR2TBT Grant, or result in the addition of new parties to this Agreement: (a) add activities to the pre-STUDY and STUDY phases where recommended by the Consultant or mutually agreed to by the PARTIES' authorized representatives; or (b) make changes

to the scope of the STUDY mutually agreed to by the PARTIES' authorized representatives.

8. **Termination**. Prior to the effective date of the contract between the COUNTY and the Consultant for the STUDY, this Agreement may be terminated by either PARTY upon 30 days' advance written notice to the other PARTY. At any time, if any PARTY is in material breach of its obligations under this Agreement, the other PARTY may terminate this Agreement upon written notice to the breaching PARTY if the dispute resolution process in Section 9 does not result in a mutually acceptable resolution.

9. **Dispute Resolution**. If any PARTY is in material breach of any of its obligations under this Agreement, prior to terminating the Agreement or taking any other lawful action, the non-breaching PARTY shall provide written notice of the material breach to the breaching PARTY, and the breaching PARTY shall have 30 days' to cure the breach; provided, however, that where any breach cannot reasonably be cured within said 30-day period, this Agreement may not be terminated if the breaching PARTY commences to cure the breach within said 30-day period and acts with reasonable diligence thereafter to cause the breach to be cured within a reasonable time. If the breaching PARTY does not cure or commence to cure a material breach within said 30-day period, the COUNTY's Director of Conservation and Development and the CITY's City Manager shall meet to attempt to resolve the dispute and identify a mutually acceptable resolution for curing the material breach. If, after one or more meetings, the dispute cannot be resolved to the mutual satisfaction of the PARTIES' representatives, the nonbreaching PARTY may terminate this Agreement for material breach in accordance with Section 8.

10. **Counterparts**. The PARTIES hereto recognize and agree that separate counterpart signature pages may be used to execute this Agreement, but that all such pages constitute one and the same Agreement.

11. **Construction**. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the PARTIES to this Agreement. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. This Agreement will not be construed as if it had been prepared by one of the PARTIES, but rather as if all PARTIES have prepared it. The PARTIES to this Agreement and their respective counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting PARTY will not apply to the interpretation of this Agreement. The recitals are, and will be enforceable as, a part of this Agreement.

12. **No Third-Party Beneficiaries**. This Agreement is intended solely for the benefit of the PARTIES hereto, and no no person or entity other than the PARTIES hereto shall have any right or interest in any provision of this Agreement, or as a result of any action or inaction of any PARTY in connection therewith.

13. **Governing Law**. This Agreement will be governed by and construed in accordance with California law.

14. **Entire Agreement**. This Agreement contains the entire understanding of the PARTIES relating to the subject of this Agreement. Any representation or promise of the PARTIES relating to the STUDY, whether written or oral, shall not be enforceable unless it is

contained in this Agreement, or in a subsequent written modification of this Agreement executed by both PARTIES following approval by each PARTY's governing body.

[Remainder of page left blank. Signatures on next page(s).]

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the Effective Date.

CONTRA COSTA COUNTY	**CITY OF PINOLE**
By ______________________ Director of Conservation & Development	By ______________________ City Manager
Approved as to form: Thomas L. Geiger, County Counsel	Approved as to form:
By ______________________ Stephen M. Siptroth Assistant County Counsel	By ______________________ City Attorney

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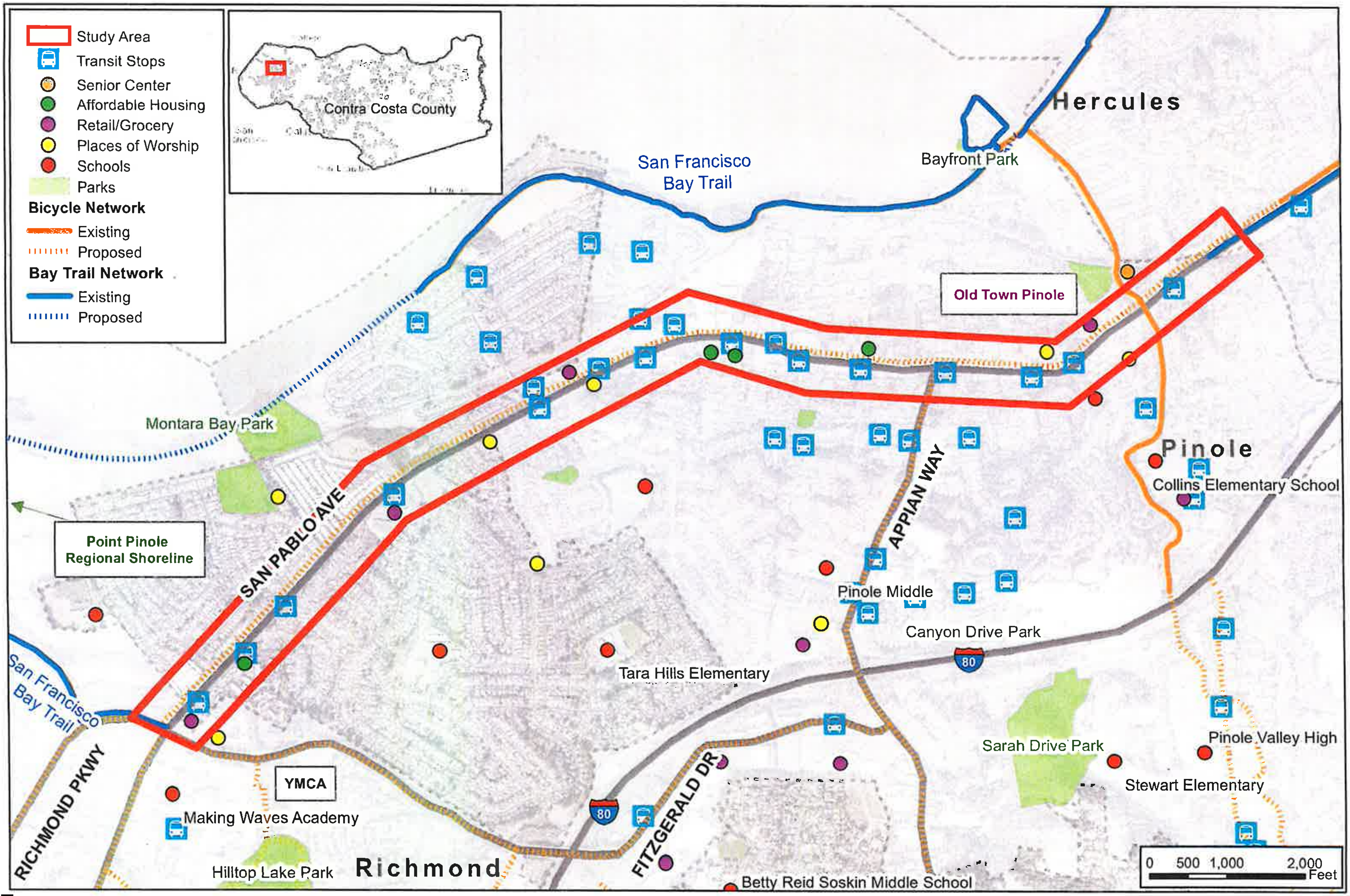
Exhibits:
Exhibit A – STUDY AREA Map
Exhibit B – SR2TBT Grant Agreement



Contra Costa County
Public Works
Department

255 GLACIER DRIVE MARTINEZ, CALIFORNIA 94553 PH: (925) 313-2000 FAX: (925) 313-2333

PROJECT VICINITY MAP - CONTRA COSTA COUNTY

San Pablo Avenue Enhanced Bicycle and Pedestrian Gap Closure Study

DB: JL CB: JS DATE: AUG 2024 Page 1 of 1

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February 12, 2025 | Agenda Item 4aii-25-0152

MTC Resolution No. 4639, Revised

Subject:

Adoption of the Regional Measure 3 (RM3) Safe Routes to Transit & Bay Trail (SR2TBT) Cycle 1 Program of Projects, which programs $75 million in new funding capacity for fiscal years 2024-25 through 2027-28.

Background:

Bay Area voters approved RM3 on June 5, 2018; on December 19, 2018, the Bay Area Toll Authority (BATA) adopted a toll schedule phasing in the resulting toll increase. BATA implemented the first, second, and third dollars of the toll increase on January 1, 2019, January 1, 2022, and January 1, 2025, respectively.

RM3 provides $150 million in funding for a competitive grant program to fund bicycle and pedestrian access improvements on and in the vicinity of the state-owned toll bridges connecting to rail transit stations and ferry terminals. The Metropolitan Transportation Commission (MTC) is listed as the project sponsor and is responsible for administering a competitive grant program for the funds. MTC Resolution No. 4404, Revised, establishes policies and procedures to guide the delivery of capital projects funded by RM3. MTC Resolution No. 4639 established MTC's policies, procedures, and project selection criteria specific to the SR2TBT program. Applications for the first cycle of the SR2TBT program were due to MTC on October 14, 2024, and $75 million is available for programming. MTC staff's recommended project awards and recommended contingency projects are listed in Attachment 1.

MTC's Project Selection Process

In response to the Call for Projects, MTC received 51 applications requesting approximately $315 million, approximately four times the available amount. MTC staff determined that all projects were eligible. MTC Funding Policy and Programs staff assembled an eleven-member evaluation committee and divided the committee into two review teams that reviewed half of the applications received. Attachment 3 to this memo lists the number of evaluators and their agency affiliation. Staff ensured there were no conflicts of interest in the evaluators' review of applications. The review committee scored applications against the established application criteria from the program guidelines for a maximum point score of 100 points. The program guidelines, application, and evaluation criteria prioritize projects that enhance safety but also advance multiple program goals, including supporting the Bay Trail Network and Gap Closure Implementation Plan, improving access to public transportation, and reducing congestion in state-owned toll bridge corridors. The three program priorities were weighted equally to select projects that could achieve the greatest cumulative impact across these priorities, maximizing the effectiveness of the available funding.

Project Recommendations

Staff recommends fully funding six projects and partially funding one project for a total of $75 million (see Attachment 1). Staff also recommends adopting a contingency projects list totaling $31 million, ranked in order based on the project's evaluation score. All proposed projects in the SRT2BT recommendations benefit MTC Equity Priority Communities (EPCs) and are on the MTC Regional Active Transportation Network. Six of the seven recommended projects are either on the Bay Trail or connected to the Bay Trail through the Connector Trail network.

Project Recommendations Items of Interest

1. **Conditional Programming Recommendation**
   Staff recommends a conditional award of $23.8 million for the Multimodal Bay Skyway Project, conditioning the award on the project team securing the remaining funding in the current round of Senate Bill 1 (SB1) Solutions for Congested Corridors Program or presenting MTC staff with a deliverable segment that maintains the benefits described in the application using the funds from this program after the CTC adopts the SB1 Cycle 4 competitive programs. Should either condition not be met, staff will return to the Commission to revise recommendations to award funds to projects further down the contingency list.
2. **Partial Funding Recommendation**
   The City of Alameda requested $6.6 million in SR2TBT funds for the Willie Stargell Avenue Safety Improvements project; however, only $4.9 million of SR2TBT funds remain after funding higher-scoring projects. Therefore, staff recommends partially

funding the project with $4.9 million in SR2TBT funds. Alameda also submitted the same project application for the same request amount as a part of the concurrent Regional Active Transportation Program Cycle 7 call for projects. The Willie Stargell Avenue Safety Improvements project scored highly in the ATP evaluation process and is recommended for funding under item 4ai. MTC staff expects the full project benefits to be delivered as the funding plan will be nearly complete between the recommended funding in the Regional ATP and SR2TBT programs. Should Alameda not be able to deliver the project benefits or to fully fund the project using other funds, staff recommends removing the Willie Stargell Avenue Safety Improvements project from the recommendations list and re-directing the $4.9 million to other projects on the contingency list.

Issues:

None.

Recommendations:

1. Refer MTC Resolution No. 4639, Revised to the Commission for approval.

Attachments:

- MTC Resolution No. 4639, Revised (Attachment B)
- Attachment 1: Recommended Cycle 1 SR2TBT Program of Projects and Contingency Project List
- Attachment 2: List of SR2TBT Project Evaluators
- Attachment 3: Cycle 1 SR2TBT List of Applications Received

Andy Fremier

Andrew B. Fremier

Attachment 1

Recommended Cycle 1 Safe Routes to Transit and Bay Trail Program of Projects (Alphabetical Order)

County	Sponsor	Project Title	Recommended Funding $1,000s	Project Description
ALA	Alameda County Transportation Commission	East Bay Greenway Multimodal (Phase 1: Lake Merritt to Bayfair)	$ 25,000	The East Bay Greenway Multimodal (Phase 1): Lake Merritt to Bayfair Project (Project) will create regional "all ages and abilities" bicycle and pedestrian facilities that are safe and comfortable for users of any age or experience level through heavily urbanized areas in the East Bay of the San Francisco Bay Area. Running parallel and connecting to five San Francisco Bay Area Rapid Transit District (BART) rail stations.
ALA	City of Alameda*	Stargell Avenue Complete Street Project	$ 4,896	In the City of Alameda, along Willie Stargell Avenue, located in the northwestern part of the main island of Alameda, the project extends from Main Street (in the west) to Mariner Square Loop (in the east). The project will design and construct a bike path and sidewalk with lighting, trees, and bioretention; install ped crossing improvements at three intersections; and install a connecting Class IV bikeway.
ALA	City of Berkeley	Adeline Street Quick-Build	$ 922	The City of Berkeley seeks to implement a "quick-build" Class IV separated bikeway project to fill a 0.6 mile gap in the low-stress bikeway network and provide direct, continuous, safer bicycle access to the Ashby BART Station.
ALA	City of Emeryville	40th Street Multimodal Project	$ 13,167	The 40th Street Multimodal Project focuses on enhancing the safety and accessibility of 40th Street and Shellmound Street corridors for all road users. The 40th Street Multimodal Project is in a prime location to dramatically enhance active transportation and transit use within Emeryville by creating safer and faster routes for residents – as pedestrians, bicyclists and transit riders – to access essential community resources.
CC	Contra Costa County	San Pablo Ave Enhanced Bicycle and Pedestrian Gap Closure Study	$ 425	The San Pablo Avenue Enhanced Bicycle and Pedestrian Gap Closure Study will identify and evaluate potential enhanced bicycle and pedestrian improvements along a segment of San Pablo Avenue from Richmond Parkway, through sections of Unincorporated County that includes Montalvin Manor, Tara Hills, and Bayview, through the City of Pinole, to the Pinole-Hercules border.
MRN	City of San Rafael	Canal Neighborhood Bellam Gateway Local Access Improvement Project	$ 6,840	The Canal Neighborhood Bellam Gateway Local Access Improvement project would implement a fully separated shared use path along Bellam Boulevard from Playa Del Rey to Kerner Drive, and along Bellam Boulevard from the I-580 SB offramp to Andersen Drive, continuing south on Andersen to Jacoby Street, and connecting to the North-South Greenway and beyond to downtown San Rafael or Larkspur.
SF	SFCTA & BATA	Multimodal Bay Skyway	$ 23,750	The Skyway is a 7.5-mile-long corridor that will provide a direct connection for cyclists, pedestrians and other micromobility users between two of Northern and Central California's three largest hubs—downtown Oakland and downtown San Francisco—as well as points in between those hubs, including West Oakland, Yerba Buena Island and Treasure Island.
		Total	**$ 75,000**	

**Alameda requested $6,619 however $4,896 is available for funding.*

Staff Recommendations for Cycle 1 Safe Routes to Transit and Bay Trail Program of Projects – Contingency List (Score Order)

MTC Score	County	Sponsor	Project Title	Requested Funding $1,000s	Project Description
81.6	SM	City of Menlo Park	Willow Road (SR-114) Separated Bikeway and Pedestrian Improvements Project	$ 8,901	The project will improve pedestrian crossings and reduce high-stress bicycle conditions to create a more accessible, more comfortable, and lower-stress corridor for Menlo Park and East Palo Alto residents, workers, and visitors, especially residents of the disadvantaged community.
81.0	SCL	Santa Clara VTA	Bascom Avenue Complete Street Project (I-880) to Hamilton Avenue)	$ 7,716	The project will construct the complete street and safety improvements identified by the community on a three-mile stretch of Bascom Avenue in Santa Clara County and close sidewalk gaps, improve crossings, add new controlled pedestrian crossings, add a Class IV separated bikeway and transit islands, construct a raised median, and add street trees and lighting safety enhancements.
80.8	SF	SFMTA	Howard Streetscape Project	$ 14,000	Improvements will include a permanent two-way class IV bikeway using a concrete island, added traffic and bike signals, the removal of one to two eastbound vehicle travel lanes, protected corners, bulb-outs, raised crosswalks at alleyways, mid-block crosswalks, new crosswalks at alleyways and minor streets and curb management.
			Total	$ 30,617	

Attachment 2: List of SR2TBT Project Evaluators

Metropolitan Transportation Commission

Regional Measure 3: Safe Routes to Transit and Bay Trail Program – Cycle 1

Table 1: Safe Routes to Transit and Bay Trail Program – Cycle 1 List of Evaluators

Affiliation	Description	Number of Evaluators
Bay Area Rapid Transit	Regional Transit Agency	1
Bay Conservation & Development Commission	Regional Planning Agency	1
California State Coastal Conservancy	State Planning Agency	1
Caltrans District 4	Active Transportation Planning Agency	1
MTC/ABAG, Active Transportation Planning Staff	Active Transportation Safety	1
MTC/ABAG, Bay Trail Staff	Bay Trail & Active Transportation Planning	2
MTC/ABAG, Funding Policy and Programs Staff	Funding and Project Delivery	3
MTC/ABAG, Regional Network Management Staff	Regional Transit Planning	1

Attachment 3

Metropolitan Transportation Commission

Safe Routes to Transit & Bay Trail Program - Cycle 1

List of Applications Received - Scores (Descending Score Order)

Color Key
Black on Blue: Projects Recommended in the SR2TBT Cycle 1
Black on Yellow: Projects Slated to receive partial award
Black on Purple: Projects Slated to conditional award
Bold: Project Applied to ATP Program

$1,000s

County	Agency	Project Title	Total Project Cost	Total Fund Request	Application Score
ALA	**City of Emeryville**	**40th Street Multimodal Project**	**$ 30,599**	**$ 13,167**	**92.60**
SF	**SFCTA**	**Multimodal Bay Skyway**	**$ 209,051**	**$ 23,750**	**90.80**
ALA	ACTC	East Bay Greenway Multimodal (Phase 1): Lake Merritt to Bayfair)	$ 192,058	$ 25,000	87.80
MRN	City of San Rafael	Canal Neighborhood Bellam Gateway Local Access Improvement Project	$ 8,560	$ 6,840	86.00
CC	Contra Costa County	San Pablo Ave Enhanced Bicycle and Pedestrian Gap Closure Study	$ 500	$ 425	83.80
ALA	**City of Alameda**	**Stargell Avenue Complete Street Project**	**$ 7,408**	**$ 6,619**	**82.40**
ALA	**City of Berkeley**	**Adeline Street Quick-Build**	**$ 1,041**	**$ 922**	**82.00**
SM	**City of Menlo Park**	**Willow Road (SR-114) Separated Bikeway and Pedestrian Improvements Project**	**$ 16,560**	**$ 8,901**	**81.60**
SCL	Santa Clara VTA	Bascom Avenue Complete Street Project (I-880) to Hamilton Avenue)	$ 84,000	$ 7,716	81.00
SF	**SFMTA**	**Howard Streetscape Project**	**$ 49,244**	**$ 14,000**	**80.80**
ALA	OakDOT	8th Street Corridor Improvements	$ 23,500	$ 14,995	80.40
MRN	**City of San Rafael**	**Downtown San Rafael North-South Greenway Gap Closure Project**	**$ 5,444**	**$ 4,355**	**79.00**
SOL	City of Vallejo	Vallejo Bluff Trail	$ 9,500	$ 8,300	78.60
ALA	**City of Berkeley**	**Southwest Berkeley Bicycle Boulevards**	**$ 3,875**	**$ 3,430**	**77.60**
ALA	OakDOT	5th Avenue Streetscape Project	$ 11,588	$ 1,068	77.20
CC	CCTA	West & Central CC County All Ages & Abilities Trails to Transit and Bay Trail Gap Closure	$ 5,205	$ 3,898	77.20
CC	**City of Concord**	**Monument Boulevard Trails-to-Transit**	**$ 25,000**	**$ 19,247**	**75.10**
ALA	BART	Coliseum Bicycle and Pedestrian Preferred Path of Travel	$ 2,340	$ 1,860	74.75
MRN	County of Marin	Point San Pedro Rd Corridor Community Planning and Bay Trail Gap Closure Study	$ 770	$ 700	74.00
SM	SMCTA	SFO Bay Trail Gap Closure Project	$ 3,280	$ 3,280	74.00
SM	City of San Bruno	Huntington Avenue Bikeway and Pedestrian Improvement Project	$ 5,900	$ 4,720	72.20
SOL	**Solano County**	**Benicia Road Complete Streets Project Phase 2**	**$ 2,152**	**$ 1,000**	**71.60**
MRN	SMART	SMART Pathway/Great Redwood Trail/Bay Trail Gap Closure	$ 16,482	$ 15,852	71.20
SM	City of San Mateo	19th Ave/Fashion Island Blvd Complete Street Class IV Bikeway Project	$ 22,769	$ 9,556	71.20
SM	City of South San Francisco	East Grand Avenue Complete Streets Corridor Improvements	$ 27,000	$ 25,000	70.60
ALA	City of Fremont	I-880/Decoto Interchange Modernization Project	$ 32,396	$ 15,000	68.00
SM	City of Millbrae	Millbrae-Spur Trail to Bay Trail Connections	$ 2,655	$ 1,652	67.60
ALA	OakDOT	85th Avenue Pedestrian and Bicyclist Path	$ 12,532	$ 1,159	67.00
MRN	Town of Corte Madera	Paradise Drive Gap Closure Project - Seawolf Passage to Prince Royal Drive	$ 1,560	$ 1,160	65.80
SM	City of Redwood City	Redwood City Bay Trail Gap Closure Project	$ 2,113	$ 2,015	65.20
MRN	City of Sausalito	Bridgeway Road/Bike/Pedestrian Improvements - Gate 6 to Harbor	$ 313	$ 274	64.00
ALA	City of Hayward	Eden Greenway Active Transportation Corridor	$ 137,000	$ 2,000	63.40
CC	CCTA	Multi-Jurisdictional Lamorinda Regional Trails-to-Transit Plan	$ 1,050	$ 840	62.60
CC	**City of Richmond**	**San Francisco Bay Trail Extension: Point Molate**	**$ 11,723**	**$ 5,000**	**60.60**
SM	City of East Palo Alto	East Bayshore Pedestrian and Cyclist Safety Improvements Project	$ 3,980	$ 2,505	60.60
CC	City of Antioch	L St. Pathway to Transit - Bicycle and Pedestrian Improvement Project	$ 24,280	$ 5,680	60.40
ALA	City of Albany	Pierce-Cleveland Bikeway Connection Project	$ 8,172	$ 6,090	57.80
CC	CCPW	Treat Blvd Corridor Improvements	$ 5,800	$ 1,000	57.80
SON	City of Petaluma	Petaluma River Trail - US-101 and SMART Undercrossings Project	$ 7,045	$ 4,532	56.20
CC	City of Pittsburg	Maximizing Access to Pittsburg BART Stations	$ 1,300	$ 1,300	52.40
SM	**City of Belmont**	**Alameda de Las Pulgas (ADLP) Corridor Project**	**$ 18,427**	**$ 14,927**	**51.00**
SCL	City of San Jose	Alviso Slough Bay Trail Improvements Design	$ 650	$ 650	47.80
NAP	NVTA	Oxbow/Third St. Connector	$ 5,650	$ 5,650	47.60
CC	CCPW	Iron Horse Corridor San Ramon Double Tracking Study	$ 750	$ 750	44.20
MRN	City of Sausalito	Bridgeway Improvements - Napa St. to Johnson St	$ 2,295	$ 1,920	43.60
MRN	City of Sausalito	Bridgeway Improvements - Spring St to Napa St	$ 3,937	$ 388	43.60
MRN	**City of Larkspur**	**Redwood Highway Westside AT, Last Mile, & Gap Closure Project**	**$ 3,499**	**$ 3,099**	**41.60**
CC	CCPW	Iron Horse Corridor at Pleasant Hill/Contra Costa Centre BART Station Lighting Study	$ 250	$ 250	40.40
ALA	OakDOT	Active Access to the Bay Trail and Waterfront at Brooklyn Basin	$ 8,269	$ 4,969	37.80
SOL	City of Benicia	Military East Sidewalk Gap Closure Project	$ 2,414	$ 2,314	35.00
SOL	City of Suisun City	McCoy Creek Trail Phase III Improvements Project	$ 4,951	$ 4,951	29.40
51	**Total Applications**		**$ 1,066,837**	**$ 314,676**	

Date Printed: 1/13/2025

CITY COUNCIL REPORT

9.L.

DATE: JULY 1, 2025

TO: MAYOR AND COUNCIL MEMBERS

FROM: Heba El-Guindy, Public Works Director, helguindy@pinole.gov

SUBJECT: APPROVAL OF FOURTH AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH CONSOR NORTH AMERICA, INC. (FORMERLY QUINCY ENGINEERING, INC.) FOR ADDITIONAL SERVICES FOR THE SAN PABLO AVENUE BRIDGE REPLACEMENT AT THE BNSF RAILROAD PROJECT (PROJECT NO. RO1710)

RECOMMENDATION

Adopt the attached Resolution authorizing approval of a Fourth Amendment to the Consulting Services Agreement between the City and Consor North America, Inc. for additional services and increased compensation by a not-to-exceed amount of $199,300 associated with the San Pablo Avenue Bridge Replacement at the BNSF Railroad (Project No. RO1710).

BACKGROUND

The San Pablo Avenue bridge over the Burlington Northern Santa Fe Railroad (BNSF) is an integral part of the area's transportation network. The age and condition assessment of the bridge supports its replacement. In response to multiple funding applications, this City project was awarded funding from three grant programs namely:

1. Highway Bridge Program (HBP) grant funds in the total amount of $3,742,163 for the Preliminary Engineering (PE) phase.
2. Transportation for Livable Communities (TLC) grant funds in the total amount of $387,000 for the PE phase.
3. Subregional Transportation Mitigation Program (STMP) grant funds in the total amount of $1,600,000 for PE and Construction phases.

It should be noted that the PE phase encompasses the Project Initiation and Development (PID) activities, the Project Approval and Environmental Document (PA&ED), and the project design Plans, Specifications, and cost Estimates (PS&E) including right-of-way assessment and estimate.

The City entered into a Consulting Services Agreement dated May 26, 2020 with Quincy Engineering, Inc. covering the PE scope of work of the San Pablo Avenue Bridge Replacement at the BNSF Railroad (Project No. 1710) with an initial consultant compensation amount not-to-exceed $877,900. On July 6, 2021, the City Council adopted Resolution 2021-54 approving the First Amendment to the Agreement that increased the consultant compensation by $49,800 to complete additional traffic analysis, a wetlands delineation report, and payment for

BNSF environmental fees. On July 19, 2022, the City Council adopted Resolution 2022-62 approving a Second Amendment that increased the consultant compensation by an additional $83,400 for added PE services. On November 11, 2024, the City executed a Third Amendment that extended the Agreement retroactively from July 1, 2023 to December 31, 2026 and amended the Consultant's business name from Quincy Engineering, Inc. to Consor North America, Inc.

REVIEW AND ANALYSIS

The San Pablo Avenue Bridge Replacement at the BNSF Railroad (Project No. 1710) is included in the City's Capital Improvement Plan (CIP) approved by City Council on June 17, 2025. Funding details shown on Project No. 1710 charter take into account expenditure to date.

With the recommended adoption of the attached Resolution (Attachment A) will approve a Fourth Amendment to the Agreement to add the attached scope of work (Attachment B) including development of additional roadway and bridge alternatives, Preliminary Site Assessment, and changes to the environmental studies and documents under the National Environmental Policy Act (NEPA) and the California Environment Quality Act (CEQA). This Fourth Amendment will also increase the consultant compensation by an additional not-to-exceed amount of $199,300. This increase in compensation will be funded by the awarded grant funds, particularly by the HBP fund.

It should be noted that the ongoing NEPA technical studies and CEQA document and associated approval by Caltrans are expected to be completed by the end of calendar year 2025, to be followed by the PS&E phase starting in 2026.

FISCAL IMPACT

The San Pablo Avenue Bridge Replacement at the BNSF Railroad (Project No. 1710) is included in the five-year CIP approved by City Council on June 17, 2025. The additional services (Attachment B) and increased compensation in the not-to-exceed amount of $199,300 will be primarily funded by HBP grant fund and could be supplemented by TLC and STMP grant funds if necessary.

ATTACHMENTS

A. Resolution
B. Amendment 4

RESOLUTION NO. 2025-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING A FOURTH AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH CONSOR NORTH AMERICA, INC. (FORMERLY QUINCY ENGINEERING, INC.) FOR ADDITIONAL SERVICES ASSOCIATED WITH THE SAN PABLO AVENUE BRIDGE REPLACEMENT AT THE BURLINGTON NORTHERN SANTA FE RAILROAD (PROJECT NO. RO1710)

WHEREAS, the City of Pinole ("City") entered into a Consulting Services Agreement dated May 26, 2020 ("Agreement") with Quincy Engineering, Inc. ("Consultant") for a compensation amount of $877,900 for the San Pablo Avenue Bridge Replacement at the Burlington Northern Santa Fe (BNSF) Railroad included in the City's Capital Improvement Plan (CIP) as Project No. 1710; and

WHEREAS, on July 6, 2021, the City Council adopted Resolution 2021-54 to authorize the City Manager to execute a First Amendment to the Agreement to increase the Consultant compensation by $49,800 to complete additional traffic analysis, a wetlands delineation report, and payment for BNSF environmental fees that were not included in the original scope of work; and

WHEREAS, on July 19, 2022, the City Council adopted Resolution 2022-62 to authorize the City Manager to execute a Second Amendment to the Agreement to increase the Consultant compensation by $83,400 for additional services under the Preliminary Engineering (PE) phase of the project; and

WHEREAS, on November 11, 2024, the City executed a Third Amendment to extend the Agreement retroactively from July 1, 2023 to December 31, 2026 and to amend the Consultant's business name from Quincy Engineering, Inc. to Consor North America, Inc.; and

WHEREAS, this is a Fourth Amendment to the Agreement to add the attached scope (Exhibit A) including development of additional roadway and bridge alternatives, Preliminary Site Assessment, and changes to the NEPA technical studies and CEQA document with additional Consultant compensation of a not-to-exceed amount of $199,300; and

WHEREAS, the additional Consultant compensation in this Fourth Amendment will be funded by grant funds awarded to the project under the Highway Bridge Program (HBP), Subregional Transportation Mitigation Program (STMP), and Transportation for Livable Communities (TLC) as per the City's Capital Improvement Plan (CIP) approval by City Council on June 17, 2025.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pinole does hereby approve the Fourth Amendment to the Consulting Services Agreement with Consor North America, Inc. for the San Pablo Avenue Bridge Replacement at the BNSF Railroad (CIP Project No. RO1710) for additional services (Exhibit A) and increased compensation by a not-to-exceed amount of $199,300.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 1st day of July 2025 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 1st day of July 2025.

____

Heather Bell
City Clerk

SCOPE OF WORK

This scope of work documents the changes required to provide Preliminary Engineering, Caltrans Bridge Type Selection, and environmental clearance for the San Pablo Avenue Bridge at BNSF Railroad. The changes include additional time due to the Caltrans review and approval process, development of additional roadway and bridge alternatives, development of the Preliminary Site Assessment, and changes due to the NEPA technical studies and the CEQA document.

The Scope of Amendment 4 is as follows:

TASK 1- PROJECT MANAGEMENT AND COORDINATION

Task 1.1 – Project Management

Consor will provide Project Management tasks which include coordination with the City, Team management, product development tracking, Team and stakeholder communication, and project progress and budget reporting. Quincy will update, develop, track, and lead the following project management tasks:

- Critical Path Schedule and updates
- Monthly Invoices, Progress Reports, and Look-Ahead Summaries
- Prepare all submittals for the City

Task 1 Deliverables:

- Project schedule and updates, Monthly Invoicing, Progress Reports
- Submittal Preparation
- Bi-monthly PDT Meetings

TASK 2- PRELIMINARY ENGINEERING

Task 2.2 – Preliminary Roadway Plans

Consor developed an additional roadway and detour alternative based on City and stakeholder feedback. This new alignment that was developed utilized the site topographic survey. Consor verified the new alignment meets design standards, considers right-of-way, safety, utility, environmental, and other potential impacts. Consor developed the following:

- A proposed vertical profile based on the railroad requirements and the structure depth.
- Preliminary Plan and Profile (Geometric Approval) drawings for the proposed alignment.
- An "Engineer's Opinion of Probable Construction Cost" which will include appropriate contingency factors for this level of design.

Deliverables:

- Roadway plans and estimate for additional roadway alternative.

Task 2.3 – Advanced Planning Studies & Type Selection Memo

Consor developed five Advanced Planning Studies (APS's) based on the site restrictions, roadway alignments, railroad constraints along with an associated structure cost using the bridge's deck area. Three APS's were originally scoped. The two additional alternatives were developed based on City and community meeting feedback.

Consor also finalized the Type Selection Report process, which also included a Type Selection Meeting and comment resolution. This mandatory Caltrans requirement was enacted after the May 2020 contract date. Consor attended the video conference meeting with Caltrans Structures Local Assistance and other Caltrans Functional Units that documented bridge type and design strategy. Consor developed meeting materials including agenda, PowerPoint presentation, sign-in sheet, and meeting notes that will be distributed to meeting participants afterwards for review. This meeting provided the opportunity for the project team to gain concurrence from Caltrans on the recommended bridge and retaining wall alternatives.

Deliverables:

- Two additional Bridge APS
- Type Selection Report Process & Meeting

Task 2.7 – Initial Site Assessment & Preliminary Site Investigation

Initial Site Assessment

HDR will perform the following in general accordance with the ASTM International Standard E1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, the Caltrans Standard Environmental Reference (SER) Volume 1: Guidance for Compliance, Chapter 10 - Hazardous Materials, Hazardous Waste, and Contamination, and US Environmental Protection Agency (EPA) Standards and Practices for All Appropriate Inquiries (AAI) (40 CFR Part 312). Exceptions to the ASTM Standard include no title searches, property appraisals, or interviews will be performed for the Project area. The purpose of an ISA is to evaluate the Project area for the presence of Recognized Environmental Conditions (REC).

<u>Database Review</u>

HDR will review pertinent data, including previous studies provided by the City and Project Team, Contra Costa County (County) and Caltrans Bridge Inspection Reports (BIRs) and maintenance records for the San Pablo Avenue Bridge, site investigation reports, groundwater monitoring reports, and federal and state records within one-mile radius of the Project area.

As part of the study, the following sources will be reviewed for the purpose of determining the potential for RECs within the Project limits that may impact the proposed improvements:

- *Environmental Data Resources (EDR) Radius Map™ Report with GeoCheck®, EDR Aerial Photo*
- *Decade Report, EDR Historical Topo Map Report, EDR Certified Sanborn Map Report, and the EDR*
- *City Directory Image Report*
- *Department of Toxic Substances Control EnviroStor Database*

- *State Water Resources Control Board GeoTracker Database*
- *United States Department of Agriculture Natural Resources Conservation Service Web Soil Survey*
- *County Land Use and Zoning Maps*
- *County Office of the Assessor records*

HDR will order an EDR database search for the Project, which is a database search of regulated underground storage tanks, active and closed case files of cleanup operations, hazardous materials treatment, storage, and disposal facility (TSDF), historical cleaners and auto shops, and regulated sites.

HDR will review available records to determine the potential presence of RECs based on previous land use and historical operations at or near the Project area. This research will also be used to help support the lack of RECs at the Project area.

Field Reconnaissance

HDR will conduct a field reconnaissance to assess the existing conditions at and in the vicinity of the Project area, and to visually observe indications of RECs within the Project limits. The visual observations will be documented, and photographs of the site conditions at the time of the visit will be taken. Consor will obtain authorization from BNSF to encroach upon the area beneath the Bridge so that HDR can have access the entire Project area for the site reconnaissance.

ISA Report

The results of the database search and site reconnaissance will be summarized and presented in a report, describing the existing or potential RECs at the Project area. HDR will submit a Draft ISA Report to the City and Project Team, and then incorporate the comments received into the Final ISA Report. The report will comply with the California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) requirements. If there are existing or potential RECs at the Project area, HDR will provide recommendations in the ISA Report to conduct specific sampling at the Project area. This additional field sampling would be performed as part of a Preliminary Site Investigation (PSI) to confirm the presence or lack of suspected RECs.

Deliverables:

- Draft Initial Site Assessment Report (PDF)
- Final Initial Site Assessment Report (PDF)

Assumptions:

The following assumptions were used in preparing our scope and fee for the Project.

- Access to the entire Project area will be provided to HDR at no cost; including the access along the BNSF railroad tracks to confirm RECs and evaluate sampling for the PSI and structural elements of the bridge.
- Soil sampling and testing will not be performed as part of the ISA work.

- There will be one round of comments for revision of the Draft ISA Report and comments will be compiled and provided at one time to HDR.
- Review and completion of the Final ISA Report will be accomplished within 180 days, to avoid having to update the ISA or letting it expire (within 1 year).

Preliminary Site Investigation (PSI)

HDR will conduct a PSI for the Project area that will evaluate soil along the bridge approaches and beneath the bridge adjacent to pilings (as feasible), in areas proposed for soil disturbance during construction activities. The PSI will be performed in accordance with the American Society for Testing and Materials (ASTM) International Standard E1903-19, Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process, and the Caltrans Standard Environmental Reference (SER), Volume 1: Guidance for Compliance, Chapter 10 - Hazardous Materials, Hazardous Waste, and Contamination.

Field Work

HDR will prepare a Sampling and Analysis Plan (SAP) and a Health and Safety Plan (HASP) for the proposed field work activities. Sample locations will be marked in white paint and USA North 811 will be notified a minimum of 72 hours prior to the start of field sampling. HDR will obtain applicable permits, rights of entry, or drilling permits, as needed, and subcontract a licensed drilling company to perform the field work. HDR will provide oversight during drilling and sampling activities. Samples will be submitted to a state-certified laboratory, following chain of custody protocol, and analyzed for specific constituents of concern (COC).

Although leaded fuel has been prohibited in California since the 1980s, aerially deposited lead (ADL) from vehicle emissions may still be present in surface and near-surface soils in unpaved areas along California highways and roadways. Since lead is ubiquitous in the environment, sampling and analysis of soil is performed during project development to determine if lead concentrations are at levels that require special management and/or disposal. Shallow soil samples will be collected at both ends of the bridge roadway to evaluate ADL levels.

Approximately two to three borings will be sampled using a direct push technology (DPT) rig to collect samples to 5 feet below ground surface (bgs). Soil samples will be collected in areas of exposed soil along the shoulders of the San Pablo Avenue. Soil samples will be contained in the 5-foot acetate liner, and the liner will be capped at each end with a Teflon sheet and plastic lid, labeled, and placed into an ice chest with ice. The chain of custody will be completed in the field and relinquished to the laboratory upon delivery to a State Certified Laboratory for analysis. Shallow soil samples will be analyzed for ADL at depth intervals of 0-1, 1-2, and 2-3 ft bgs using EPA 6010 and pH using EPA 9045. Select samples from the borings will be analyzed for metals using California Administrative Manual (CAM) 17 methods EPA 6010/7471A and volatile organic compounds (VOC) using EPA 8260.

All boreholes will be backfilled with grout and capped with native soil to match the surrounding areas. The DPT rig sampling device is 2.25 inches in diameter, therefore minimal drill cuttings will be generated, thereby lowering the amount of investigation derived waste produced.

Up to three hand auger borings will be attempted beneath the bridge around the bridge pilings, if access and positioning are feasible away from the railroad tracks. Sampling beneath the bridge will be attempted to 3 feet below ground surface (ft bgs), in order to obtain adequate data for classification of soil. Samples will be logged on the chain-of-custody which will be given to the laboratory upon delivery of the soil samples for analyses. The borings will be backfilled with grout and capped with native soil. The soil samples will be analyzed for common railroad contaminants including metals using CAM 17 methods EPA 6010/7471A, semi-volatile organic compounds (SVOC) using EPA 8270C, polyaromatic hydrocarbons (PAH) using EPA 8270C, and polychlorinated biphenyls (PCB) using EPA 8082.

Structural Elements

HDR will conduct a structural elements investigation for asbestos containing material (ACM) and lead based paint (LBP) from the bridges. The bridge structures have a potential to contain ACM and LBP, based on construction information and age. The ACM/LBP investigation will be conducted under direction and quality control of a California Certified Asbestos Consultant (CAC #05-3872) and California Certified Lead Inspector/Assessor (CDPH #LRC-2886).

ACM is defined in Title 8, CCR Section 1529, as any material that has more than one percent (1%) asbestos. Title 8 of the California Code of Regulations Section 1735 requires a pre-demolition survey for ACM. Under the National Emission Standard for Hazardous Air Pollutants (NESHAP), Title 40 Code of Federal Regulations (CFR) Part 61, ACM is material containing more than 1% asbestos as determined using the methods specified in Appendix A, Subpart E, 40 CFR Part 763, Section 1, PLM.

In accordance with the US EPA's NESHAP regulation, facilities planned for renovation or demolition must be inspected for ACMs prior to the planned renovation or demolition. The DTSC classifies ACM as hazardous waste if it is friable and contains 1% or more asbestos as hazardous waste. DTSC considers non-friable bulk asbestos containing waste to be non-hazardous regardless of its asbestos content, so it is not subject to regulation under Title 22, Division 4.5, of the CCR. The asbestos NESHAP (40 CFR 61, Subpart M, Section 61.145) requires the identification and removal of all ACM prior to demolition or renovation, in combination, the EPA and Cal/OSHA requirements govern the testing, handling, and disposal of materials containing asbestos.

LBP is defined in Title 17, CCR, Division 1, Chapter 8, as paint or other surface coatings that contain an amount of lead equal to, or more than one milligram per square centimeter (1.0 mg/cm2); or half of one percent (0.5%) by weight. The EPA and California Department of Public Health (CDPH) define LBP as paint having a lead content equal to or greater than 0.5% by weight or 5,000 parts per million (ppm) by paint chip analysis. California Division of Occupational Safety and Health Administration (Cal/OSHA) considers any level of lead in paint to be a potential exposure hazard for the worker.

Before 1978, lead was a common ingredient in paint because it added strength, shine, and extended the life of the paint. LBP is recognized as a potential health risk due to the known toxic effects of lead exposure (primarily through ingestion) on the central nervous system, kidneys, and blood stream. Title 17 of the CCR presumes that paint on structures built before January 1, 1978, is LBP, and disturbance of that structure requires use of lead safe work practices including containment and cleaning the work area after the Project is completed.

Structural Elements Field Sampling

HDR will perform field sampling to screen structural elements for hazardous materials along the bridge. Prior to field work, HDR will evaluate the bridge construction information and include the data in the SAP and HASP for the materials that will be sampled. The bridge is constructed of concrete and has some painted surfaces, as well as wrapped piping secured to the western side of the bridge. The pipe wrap may contain ACM, along with joint compound within the bridge deck. Samples for ACM will be collected from various portions of the bridge including the deck, railings, joints, and curbs. Painted surfaces along the curbs and bridge corner signs will be sampled for LBP. Approximately seven samples from each homogenous material will be collected for ACM and LBP.

HDR will secure rights of entry, and plan to conduct destructive sampling of the bridge for ACM and LBP. HDR will collect and analyze samples of suspected ACM and LBP from the bridge structure and document the sample locations with photographs and sketches. Samples will be submitted to an accredited laboratory to be analyzed for asbestos using Polarized Light Microscopy (PLM) by EPA Method 600/R-93-116, and LBP using EPA Method SW 849 3050B/7000B, Flame Atomic Absorption Spectroscopy (AAS).

PSI Report

The results of the PSI will be summarized and presented in a report, describing the drilling methods, sampling procedures, analytical results, data evaluation, conclusions, and recommendations for worker safety and soil management (re-use or disposal). HDR will submit a Draft PSI Report to the City/County and Project Team, and then incorporate comments received into the Final PSI Report. The report will comply with the CEQA/NEPA requirements.

Deliverables:

- Draft PSI Report (PDF)
- Final PSI Report (PDF)

Assumptions:

- The types of work and limits of the Project were provided by Consor and the City of Pinole.
- A delineation of the limits of hazardous wastes is not a part of our scope of work.
- Access to the Project area will be provided to HDR at no cost.
- BNSF access and permits will be provided by Consor to HDR, including BNSF Flagger (as needed), at no additional cost to HDR. Access along the railroad tracks will be necessary to access areas beneath the bridge and to position the sampling rig in areas near pilings to obtain samples.

- HDR will sample only areas readily accessible without resorting to methods requiring special Cal/OSHA certifications or permits including confined space, harnessing, scuba, repelling, trench or tunnel, etc.
- Concealed spaces, cavities, covered materials, and otherwise inaccessible spaces that might contain suspect materials will not be sampled. HDR will not dismantle or otherwise destroy infrastructure to reach otherwise inaccessible suspected hazardous materials.
- Grading or clearing to gain access to the drilling locations will not be required.
- No restrictions on work times will be imposed for a typical 8-hour workday.
- Work will be performed in 2025, following the ISA.
- HDR's deliverables will be provided in PDF format.

Detailed Site Investigation (DSI) OPTIONAL

Based on the Caltrans SER, if the PSI indicates contamination that may impact the project is present, but does not adequately delineate it, then a Detailed Site Investigation (DSI) is necessary. A DSI determines the source, full nature and extent of contamination so that remediation costs, impacts to project scope and schedule, and future liability can be realistically estimated. This information is critical to support the analysis of alternatives in the environmental document. If needed, HDR will prepare a DSI to determine mitigation options, costs, schedule and remediation options. The details of the DSI will be based upon the information from the PSI and areas of concern that will impact the Project.

The DSI will determine whether contamination extends beyond property lines as adjacent properties are potential sources or recipients of contamination which will control the risk to the project and Caltrans. The results of the DSI will be summarized and presented in a report, describing the findings of the investigation data evaluation, conclusions, and recommendations for the Project. HDR will submit a Draft DSI Report to the City and Project Team, and then incorporate comments received into the Final DSI Report.

Deliverables:

- Draft DSI Report (PDF)
- Final DSI Report (PDF)

Assumptions:

- The types of work and limits of the Project were provided by Consor and the City of Pinole.
- A delineation of the limits of hazardous wastes will be the focus of the scope of work.
- Access to the Project area will be provided to HDR at no cost. If needed, BNSF access and permits will be provided by Consor to HDR, including BNSF Flagger, at no additional cost to HDR. Access along the railroad tracks will be necessary to drive to the area beneath the bridge and to position the sampling rig in areas near pilings to obtain samples.

Task 2.7.1 – Database Review

WRECO will review all pertinent data, including previous studies provided by the City and Project Team, Contra Costa County (County) and Caltrans Bridge Inspection Reports (BIRs) and maintenance records for the San Pablo Avenue Bridge, site investigation reports, groundwater monitoring reports, and federal and state records within one-mile radius of the Project area.

As part of the study, the following sources will be reviewed for the purpose of determining the potential for RECs within the Project limits that may impact the proposed improvements:

- Environmental Data Resources (EDR) Radius Map™ Report with GeoCheck®, EDR Aerial Photo Decade Report, EDR Historical Topo Map Report, EDR Certified Sanborn Map Report, and the EDR City Directory Image Report
- Department of Toxic Substances Control's EnviroStor Database
- Regional Water Quality Control Board's GeoTracker Database
- United States Department of Agriculture Natural Resources Conservation Service Web Soil Survey
- County Land Use and Zoning Maps
- County Office of the Assessor/Recorder records
- County Building and Planning Department records
- County Department of Environmental Health, California Environmental Reporting System (CERS), and Certified Unified Program Agencies (CUPA)

WRECO will order an EDR database search for the Project, which is a database search of all regulated underground storage tanks, active and closed case files of cleanup operations, hazardous materials treatment, storage, and disposal facility (TSDF), historical cleaners and auto shops, and regulated sites.

WRECO will review these available records to determine the potential presence of RECs based on previous land use and any historical operations at or near the Project area. This research will also be used to help support the lack of RECs at the Project area.

Task 2.7.2 – Field Reconnaissance

WRECO will conduct a field reconnaissance to assess the existing conditions at and in the vicinity of the Project area, and to visually observe any indications of RECs within the Project limits. The visual observations will be documented, and photographs of the site conditions at the time of the visit will be taken. The data from the site reconnaissance will be compared to the historical information and EDR database findings to determine if there are existing or potential RECs at the Project area.

Task 2.7.3 – ISA Report

The results of the database search and site reconnaissance will be summarized and presented in a report, describing the existing or potential RECs at the Project area. WRECO will submit a Draft ISA Report to the City and Project Team, and then incorporate the comments received into the Final ISA Report. The report will comply with the California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) requirements. If there are existing or potential RECs at the Project area, WRECO will provide recommendations in the ISA Report to conduct specific sampling at the Project area. This additional field sampling would be performed as part of a Preliminary Site Investigation (PSI) to confirm the presence or lack of suspected RECs.

Task 2.7 Assumptions:

- Access to the Project area will be provided to WRECO at no cost.
- Soil sampling and testing will not be performed as part of the ISA work.
- A PSI will be recommended in the ISA Report if necessary.
- The actual scope of the PSI field work will depend on the findings and recommendations of the ISA.

TASK 4- ENVIRONMENTAL STUDIES/PERMITTING

Task 4.3 – Environmental Documentation

Task 4.3.2- Draft IS/MND

Panorama completed the first Administrative Draft IS/MND in October 2022. Panorama will update the IS/MND based on project changes and revisions to CEQA requirements. Panorama will then submit the Administrative Draft IS/MND and all supporting appendices to the City of Pinole and City of Hercules for review and comment.

Panorama will address and incorporate the City's comments on the Administrative Draft IS/MND and prepare the Draft IS/MND and associated notices. We have included one virtual meeting between Panorama and the City's staff to clarify responses on any comments. Once the Draft IS/MND is determined completed, Panorama will file the NOC with the State Clearinghouse. We assume the City will provide the mailing list to Panorama and Panorama will prepare and mail the Notice of Intent (NOI) to Adopt an MND. Panorama assumes that up to 100 notices will be sent. Panorama will send the notice to the County Clerk as well, and will place an advertisement in one local newspaper. Panorama will coordinate with the City to file the document with the State Clearinghouse via the online CEQA Submit portal. In accordance with Assembly Bill 434, the IS/MND will be remediated to meet the State of California accessibility requirements. Panorama will prepare up to ten bound hard copies of the IS/MND which will be delivered to City for local circulation. The IS/MND will go through a 30-day public review.

Task 4.3.3- Final IS/MND

Panorama will prepare draft responses to comments received during the public review on the IS/MND to be included as an appendix to the Draft IS/MND (making it into the Final IS/MND). It is assumed that no more than 20 comments will be received. The draft responses will be submitted to City staff for review and comment. Panorama will address and incorporate the City's comments on the responses to comments and provide the City with the final responses. It is assumed that one virtual meeting would be held between Panorama and City staff during finalization of the IS/MND. Panorama assumes that we do not need to attend the hearing for approval of the IS/MND and project and that City staff involved in the project will attend hearings held regarding the project. Panorama will provide the Notice of Determination for filing within 5 working days of approval of the project for the City to file with the County Clerk and the Office of Planning and Research.

Exhibit 10-H1 Cost Proposal Page 1 of 3

Cost-Plus-Fixed Fee or lump sum or Firm Fixed Price contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project: San Pablo Avenue Bridge Replacement Project
Consultant: Consor North America, Inc.
Project No. N202830CA.00 Contract No. 0 Date 2/25/2025

DIRECT LABOR

Classification/Title		Name	Initials	Hours	Initial Hourly Rate	Range	Total
Principal Engineer		Jurrens, Jason	JPJ	112	$ 114.45	$80 - $170	$ 12,818.40
Senior Engineer		Mitchell, Andrew	AKM	40	$ 86.52	$55 - $125	$ 3,460.69
Principal Engineer		McCauley, Scott	SAM	80	$ 94.20	$80 - $170	$ 7,536.26
Professional Engineer		Truchement, Thomas	TLT	80	$ 62.52	$45 - $100	$ 5,001.68
Senior Engineer		Senior Engineer	SeEn	0	$ 87.02	$55 - $125	$ -
Professional Engineer		Professional Engineer	PrEn	0	$ 61.82	$45 - $100	$ -
Engineering Designer		Engineering Designer	EnDe	0	$ 45.28	$35 - $95	$ -
CAD Technician		CAD Technician	CADt	0	$ 41.50	$30 - $65	$ -
			0	0	$ -	$ -	$ -
			Subtotal:	312			$ 28,817.02

LABOR COSTS

a) Subtotal Direct Labor Costs $ 28,817.02
b) Anticipated Salary Increases (see page 2 for calculation) $ -
c) **Total Direct Labor Costs** [(a) + (b)] $ 28,817.02

INDIRECT COSTS

d) Fringe Benefits (Rate: 39.00%): e) Total Fringe Benefits [(c) x (d)] $ 11,238.64
f) Overhead (Rate: 130.79%): g) Overhead [(c) x (f)] $ 37,689.79
h) General and Administrative (Rate: 0.00%): i) Gen & Admin [(c) x (h)] $ -
j) Total Indirect Costs [(e) + (g) + (i)] $ 48,928.43

FIXED FEE k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%] $ 7,774.54

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		Miles	$ 0.670	$ -
Per Diem/Hotel		Day	$ -	$ -
Equipment Rental and Supplies		EA	$ -	$ -
Permit Fees		EA	$ -	$ -
Vendor Reproduction				$ -
Vellum		EA		$ -
81/2 X 11 Reproduction		EA		$ -
11 X 17 Reproduction		EA		$ -
Mounting Boards for Presentations		EA		$ -
Newsletters (Translation and printing)		EA		$ -
Title Report		EA		$ -
Miscellaneous	1		$ 11.01	$ 11.01

l) **TOTAL OTHER DIRECT COSTS** $ 11.01

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

HDR	$ 68,622.00
Panorama	$ 45,147.00
0	$ -

m) **TOTAL SUBCONSULTANTS' COSTS** $ 113,769.00
n) **Total Other Direct Costs INCLUDING SUBCONSULTANTS** [(l)+(m)] $ 113,780.01
TOTAL COST [(c) + (j) + (k) + (n)] $ 199,300.00

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall remain fixed for the life of the contract.
3. Anticipated salary increases calculation (page 2) must accompany.
4. "Range" shown for initial salary at time of cost submittal. This is subject to escalation.

Exhibit 10-H1 Cost Proposal Page 2 of 3

Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts

(Calculations for Anticipated Salary Increases)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 28,817.02	312	=	$92.36	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$92.36	+	5%	=	$96.98	Year 2 Avg Hourly Rate
Year 2	$96.98	+	5%	=	$101.83	Year 3 Avg Hourly Rate
Year 3	$101.83	+	5%	=	$106.92	Year 4 Avg Hourly Rate
Year 4	$106.92	+	5%	=	$112.27	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	312	=	312	Estimated Hours Year 1
Year 2	0.00%	*	312	=	0	Estimated Hours Year 2
Year 3	0.00%	*	312	=	0	Estimated Hours Year 3
Year 4	0.00%	*	312	=	0	Estimated Hours Year 4
Year 5	0.00%	*	312	=	0	Estimated Hours Year 5
	Total		Total	=	312	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$92.36	*	312	=	$28,817.02	Estimated Hours Year 1
Year 2	$96.98	*	0	=	$0.00	Estimated Hours Year 2
Year 3	$101.83	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$106.92	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$112.27	*	0	=	$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$28,817.02	
	Direct Labor Subtotal before Escalation			=	$ 28,817.02	
	Estimated total of Direct Labor Salary Increase			=	**$0.00**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Exhibit 10-H1 Cost Proposal Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Jason Jurrens, P.E. Title *: Regional Manager

Signature : Date of Certification (mm/dd/yyyy): 2/25/2025

Email: jason.jurrens@consoreng.com Phone Number: 916.368.9181

Address: 2868 Prospect Park Dr, Suite 250, Rancho Cordova, CA 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Final CEQA Document & Preliminary Site Assessment

Cost Proposal

Project Number: N202830CA.00 — Project Name: San Pablo Avenue Bridge Replacement Project

Task No.	TASKS	Principal Engineer	Senior Engineer	Principal Engineer	Professional Engineer	Senior Engineer	Professional Engineer	Engineering Designer	CAD Technician		Consor Total Hours	Consor Total Labor Dollars	Consor Labor	Consor Profit	Consor NLF Budget	NLF + Escalation	Task Cost	Task Hours	HDR	Panorama		Subconsultant Subtotal
		JPJ	AKM	SAM	TLT	SeEn	PrEn	EnDe	CADt			Direct Labor	Labor + OH Multiplier	Fee Multiplier	Actual Labor Multiplier							
No.	Initial Hourly Rate	$114.45	$86.52	$94.20	$62.52	$87.02	$61.82	$45.28	$41.50	$0.00												
	Key Personnel	No	No	No	No	No	No	No	No	No												
	Prevailing Wage	No	No	No	No	No	No	No	No	No												
													2.6979	10%	2.9677							
											0	$0	$0	$0.00	$0	$0						$0
											0	$0	$0	$0.00	$0	$0						$0
1.0	PROJECT MANAGEMENT AND COORDINATION										0	$0	$0	$0.00	$0	$0	$ 27,172	80				$0
1.1	Project Management	80									80	$9,156	$24,702	$2,470.20	$27,172	$27,172						$0
2.0	PRELIMINARY ENGINEERING										0	$0	$0	$0.00	$0	$0	$ 58,348	232				$0
2.2	Preliminary Road Plans	12	40								52	$4,834	$13,042	$1,304.19	$14,346	$14,346						$0
2.3	APS and Type Selection Memo	12		80	80						172	$13,911	$37,531	$3,753.14	$41,285	$41,285						$0
2.7	Initial Site Assessment & Prelimiary Site Assessment	8									8	$916	$2,470	$247.02	$2,717	$2,717			$43,622			$43,622
4.0	ENVIRONMENTAL STUDIES/PERMITTING										0	$0	$0	$0.00	$0	$0	$ -	0				$0
4.3	Environmental Documentation										0	$0	$0	$0.00	$0	$0						$0
4.3.2	Draft IS/MND										0	$0	$0	$0.00	$0	$0				$17,601		$17,601
4.3.3	Final IS and MND										0	$0	$0	$0.00	$0	$0				$27,546		$27,546
											0	$0	$0	$0.00	$0	$0						$0
											0	$0	$0	$0.00	$0	$0						$0
	Subtotal - Hours	**112**	**40**	**80**	**80**	**0**	**0**	**0**	**0**	**0**	**312**	**$28,817.02**	**$77,745.45**	**$7,774.54**	**$85,519.99**	**$85,520**	**$ 85,520**	**312**				0
	Anticipated Salary Increases											**$0.00**	**$0.00**	**$0.00**	**$0.00**							
	Other Direct Costs											**11**			**$11.01**	**$11.01**			$25,000			25,000
	Total Cost	$12,818	$3,461	$7,536	$5,002	$0	$0	$0	$0	$0	**$28,817**	**$28,817**	**$77,745**	**$7,775**	**$85,531**	**$85,531**			**$68,622**	**$45,147**	**$0**	**$113,769**

City of Pinole, Contra Costa County
SAN PABLO AVENUE BRIDGE REPLACEMENT PROJECT

Hour and Fee Estimate for HDR|WRECO Tasks
Prepared by HDR|WRECO

January 24, 2025

Green - indicates PM Hours | **Blue Indicates QC Hours** | **Gold Indicates PA/PC Hours** | **Escalation: 100% in 2025**

TASK	DESCRIPTION	Principal Engineer	Senior Geologist	Senior Geologist	Geologist 2	Technical Editor	Project Coordinator	Project Accountant	Hours	Labor Cost	OH Rate	Fee	Total
	Employee	Ochoa, Analette Abjelina	McAssey, Melissa	Smith, Andrew	Dobson, Nikki	Rek, Paula Malgorzata	Vallecillo, Stefan Diego	Stanley, Vanessa			137.80%	10%	
	Multiplier	2.62	2.62	2.62	2.62	2.62	2.62	2.62					
	Billing Raw Rate	126.8	76.55	60.49	46.67	41.84	42.33	37.62					
Basic Tasks													
Labor													
1	**Project Management and Meetings**	1	10	4			20	20	55	$ 2,733.26	$ 3,766.43	$ 649.97	$ 7,149.66
2	**Initial Site Assessment (ISA)**												
	Database Review		1		6			2	9	$ 431.81	$ 595.03	$ 102.68	$ 1,129.52
	Field Reconnaissance		1	4	6				11	$ 598.53	$ 824.77	$ 142.33	$ 1,565.63
	Reporting												
	Draft Submittal		6	8	36	4			54	$ 2,790.70	$ 3,845.58	$ 663.63	$ 7,299.91
	Final Submittal		2	2	4	2			10	$ 544.44	$ 750.24	$ 129.47	$ 1,424.15
3	**Prelimnary Site Investigation (PSI/w Structural Elements)**												
	Health and Safety and Prep for field work		2	6	6	2			16	$ 879.74	$ 1,212.28	$ 209.20	$ 2,301.22
	Workplan, permits, schedule/organization		2	6	18	2	4	2	34	$ 1,684.34	$ 2,321.02	$ 400.54	$ 4,405.90
	Field sampling/mark/clear boring locations		4	12	24				40	$ 2,152.16	$ 2,965.68	$ 511.78	$ 5,629.62
	Reporting												
	Draft Submittal		10	20	40	4			74	$ 4,009.46	$ 5,525.04	$ 953.45	$ 10,487.95
	Final Submittal		2	4	8	2			16	$ 852.10	$ 1,174.19	$ 202.63	$ 2,228.92
	Subtotal Labor	**1**	**40**	**66**	**148**	**16**	**24**	**24**	**319**	**$ 16,676.54**	**$ 22,980.26**	**$ 3,965.68**	**$ 43,622.48**
Sub Consultant													
	EDR Report												$ 400.00
	Soil Testing Lab												$ 10,000.00
	EMSL for SE Sampling												$ 1,000.00
	CAC/CDPH												$ 2,000.00
	Drilling/Traffic Control												$ 7,500.00
	Utility Location												$ 2,200.00
	Drum Disposal												$ -
	Permitting												$ 1,500.00
	Subtotal Subconsultant												**$ 24,600.00**
Expense													
	Travel & Per Diem												$ 250.00
	Field Supplies												$ 150.00
	Subtotal Expense												**$ 400.00**
												Total Project Tasks	**$ 68,622.48**
Optional Tasks													
Labor													
4	**Detailed Site Investigation**												
Costs to be verified	Data Review		4	4	6				14	$ 828.18	$ 1,141.23	$ 196.94	$ 2,166.35
following PSI	Workplan, permits, schedule/organization		2	8	32	2	4	2	50	$ 2,458.70	$ 3,388.09	$ 584.68	$ 6,431.47
	Field sampling/mark/clear boring locations		4	8	24				36	$ 1,910.20	$ 2,632.26	$ 454.25	$ 4,996.71
	Reporting												
	Draft Submittal		10	20	44	4			78	$ 4,196.14	$ 5,782.28	$ 997.84	$ 10,976.26
	Final Submittal		2	2	4	4			12	$ 628.12	$ 865.55	$ 149.37	$ 1,643.04
	Subtotal Labor	**0**	**22**	**42**	**110**	**10**	**4**	**2**	**190**	**$ 10,021.34**	**$ 13,809.41**	**$ 2,383.08**	**$ 26,213.83**
Sub Consultant													
	Drilling												$ 12,000.00
	Utility Survey												$ 2,200.00
	Permitting												$ 1,500.00
	Drum Disposal												$ 5,000.00
	Soil Testing Lab												$ 13,000.00
	Subtotal Subconsultant												**$ 33,700.00**
Expense													
	Travel & Per Diem												$ 250.00
	Field Supplies												$ 150.00
	Subtotal Expense												**$ 400.00**
												Total Optional Tasks	**$ 60,313.83**
												Total Project Cost	**$ 128,936.31**

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant X Subconsultant ☐ 2nd Tier Subconsultant

Consultant Panorama Environmental, Inc.

Project No. 2368 Contract No. 20-2830 Date 2/26/2025

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
PRINCIPAL	Tania Treis/Susanne Heim	10	$67.07	$670.70
DIRECTOR	Rita Wilke*	52	$67.07	$3,487.64
PROJECT MANAGER	Garett Peterson *	100	$56.23	$5,623.00
ENV. PLANNER/SCI II	Charlotte Hummer	46	$50.88	$2,340.48
CARTOGRAPHER/GIS II	Corey Fong	4	$49.28	$197.12
PLANNER I	Lacar Musgrove	36	$49.28	$1,774.08

LABOR COSTS

a) Subtotal Direct Labor Costs $14,093.02

b) Anticipated Salary Increases (see page 2 for sample) $0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $14,093.02

FRINGE BENEFITS

d) Fringe Benefits (Rate: 17.00%) **e) Total Fringe Benefits** [(c) x (d)] $2,395.81

f) Overhead (Rate: 142.00% g) Overhead [(c) x (f)] $20,012.09

h) General and Administrative (Rate: 29.00% i) Gen & Admin [(c) x (h)] $4,086.98

j) **Total Indirect Costs** [(e) + (g) + (i)] $26,494.88

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10% $4,058.79

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		mile		$0.00
Equipment Rental and Supplies		each		$0.00
Permit Fees				$0.00
Noticing and Final IS/MND Printing	1	each	500.31	$500.31
Plan Sheets		sq.ft		$0.00
Postage/Overnight/Delivery		package	$20	$0.00

l) **TOTAL OTHER DIRECT COSTS** $500.31

m) **SUBCONSULTAN'TS COSTS (Add additional pages if necessary)**

Subconsultant 1:

Subconsultant 2:

Subconsultant 3:

Subconsultant 4:

m) **TOTAL SUBCONSULTANTS' COSTS** $0.00

n)TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] $500.31

TOTAL COSTS [(c)+(j)+(k)+(n)] $45,147.00

NOTES:

1 Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own costs proposals.

2 The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordnace with the consutlant's annual accounting period and established by a cognizant agency or accepted by Caltrans

3 Anticipated salary increase calculation (page 2) must accompany.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Panorama Environmental, Inc. Contract No. Date 12/10/2020

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$14,093.02	248	=	$56.83	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation

	Avg Hourly Rate		Proposed Escalation			
Year 1	$56.83	+	4%	=	$59.10	Year 2 Avg Hourly Rate

CITY COUNCIL REPORT

10.A.

DATE: JULY 1, 2025

TO: MAYOR AND COUNCIL MEMBERS

FROM: Eric Casher, City Attorney, N/A, eric@redwoodpubliclaw.com
Heba El-Guindy, Public Works Director, helguindy@pinole.gov
Melissa Klawuhn, Police Chief, mklawuhn@pinole.gov

SUBJECT: FIRST READING OF ORDINANCE AMENDING PINOLE MUNICIPAL CODE CHAPTER 10.40 “STOPPING, STANDING AND PARKING” SECTION 10.40.050 “NO PARKING AREAS DESIGNATED” TO INCLUDE RESTRICTIONS RELATED TO PARKING NEAR INTERSECTIONS IN COMPLIANCE WITH ASSEMBLY BILL 413 (“DAYLIGHTING LAW”)

RECOMMENDATION

It is recommended that the City Council waive the first reading and introduce by title only an ordinance amending Pinole Municipal Code Chapter 10.40 “Stopping, Standing and Parking” Section 10.40.050 “No Parking Areas Designated” to include restrictions related to parking near intersections in compliance with Assembly Bill 413 (“Daylighting Law”)

BACKGROUND

In October 2023, California’s legislature passed Assembly Bill (AB) 413, a state-mandated local program known as the “Daylighting Law,” which prohibits vehicles from parking, stopping, or standing within twenty (20) feet of a marked or unmarked crosswalk on the approach side of the road. Daylighting is the concept that traffic safety is improved by creating more visibility at intersections by pushing parked vehicles or other obstructions back away from crosswalks to improve visibility. By keeping the area next to crosswalks clear, drivers can better see people using or about to use the crosswalk.

The law creates a new section of the California Vehicle Code, section 22500 (n), to prohibit stopping, standing, or parking a vehicle within twenty (20) feet of any unmarked or marked crosswalk, or within fifteen (15) feet of any crosswalk with a curb extension. The bill also allows cities to establish a different distance by ordinance that is justified by established traffic standards and has marked the different distance at the intersection using curb paint or a sign.

While the law went into effect on January 1, 2024, enforcement of the law could not begin until January 1, 2025. Implementing the law will include public education about the new law and Parking Enforcement Officer training to enforce the new law.

Currently, the Pinole Municipal Code allows for the use of curb paint or signs to restrict parking within twenty feet of a crosswalk at an intersection, with the exception that a bus may stop at a designated bus stop, or within twenty feet of the approach to any traffic signal, boulevard stop sign or official electric flashing device. (See Pinole Municipal Code Sections 10.40.040 (H) and (I).) The proposed Ordinance (see Attachment) amends Section 10.40.040 of Chapter 10.40 of Title 10 of the Pinole Municipal Code to adopt parking regulation updates consistent with state law.

REVIEW AND ANALYSIS

Pedestrian “daylighting” is a proven strategy to make crosswalks safer by pushing parked vehicles back away from crosswalks to improve visibility. The intent of the state Daylighting Law is to create better visibility of pedestrians at intersection crossing locations. Vehicles that are parked immediately adjacent to marked or unmarked crossings limit visibility of pedestrians, which increases the risk for pedestrian related severe injury or fatal collisions.

AB 413 codifies the Daylighting Law by making it unlawful to stop, stand, or park within twenty (20) feet on the approach side of a marked or unmarked crosswalk. Specifically, the newly created California Vehicle Code Section 22500 (n), prohibits stopping, standing, or parking a vehicle within twenty (20) feet of any unmarked or marked crosswalk, or within fifteen (15) feet of any crosswalk with a curb extension.

Section 10.40.040 of Chapter 10.40 of Title 10 of the Pinole Municipal Code regulates designated no parking areas within the City of Pinole. Currently, Section 10.40.040 allows for the use of curb paint or signs to restrict parking within twenty feet of a crosswalk at an intersection in any business district or within twenty feet of the approach to any traffic signal, boulevard stop sign or official electric flashing device. Relevant here, Section 10.40.040 provides:

“10.40.040 NO PARKING AREAS – DESIGNATED.

> No operator of any vehicle shall stop, stand, park or leave standing, whether attended or unattended, such vehicle in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or other authorized officer, or traffic sign or signal:
>
> . . .
>
> C. In any area where the city traffic engineer determines that the parking or stopping of a vehicle would constitute a traffic hazard or would endanger life or property, when such area is indicated by appropriate signs or by red paint upon the curb surface;
>
> D. In any area established by resolution of the Council as a no-parking area, when such area is indicated by appropriate signs or by red paint upon the curb surface;
>
> . . .
>
> F. In any area where the parking or stopping of any vehicle would constitute a traffic hazard or would endanger life or property;
>
> . . .
>
> H. At any place within twenty feet of a point on the curb immediately opposite the midblock end of a safety zone, when such place is indicated by appropriate signs or by red paint upon the curb surface;
>
> I. At any place within twenty feet of a crosswalk at an intersection when such place is indicated by appropriate signs or by red paint upon the curb surface, except that a bus may stop at a designated bus stop;
>
> J. Within twenty-five feet of the approach to any traffic signal, boulevard stop sign or official electric flashing device.”

The proposed ordinance adopts parking regulations consistent with the new state law by adding language to Section 10.40.040 as a new subsection prohibiting parking “Within 20 feet of the vehicle approach side of any marked or unmarked crosswalk or within 15 feet of any crosswalk where a curb extension is present. Signs or curb paint is not required.”

AB 413 restricts parking on the approach side of an intersection crossing citywide without the need for curb paint or signs. “Marked” and “unmarked” crosswalks as defined by the California Vehicle Code (CVC) 275, consist of: “crosswalks” are defined as either: (a) that portion of a roadway included within the prolongation or connection of the boundary lines of sidewalks at intersections where the intersecting roadways meet at approximately right angles, except the prolongation of such lines from an alley across a street, or (b) any portion of a roadway distinctly indicated for pedestrian crossing by lines or other markings on the surface.

Both “marked” and “unmarked” crosswalks exist at all intersections, thus this new law requires agencies to strike the balance between designating parking prohibitions through markings and/or signs and their subsequent maintenance, educating residents, and working with law enforcement.

Generally, staff strives to strike a balance between driver education, curb markings and/or installation of signs, and enforcement to achieve compliance. Because this law would result in a substantial increase to required maintenance, staff does not recommend the implementation of red curb and/or signs at every intersection crossing location within the City**.** The Public Works team marked red curbs at six priority locations last year, and more recently added eighteen additional locations. Below is a complete list of locations carried out consist with the requirements under AB 413:

- Valley Avenueat San Pablo Ave
- Third Avenue at San Pablo Avenue
- Second Avenue at San Pablo Avenue
- Rogers Way at San Pablo Avenue
- Quinan Street at Buena Vista Street
- Pinole Valley Road at Ellerhorst Street
- Pinole Valley Road at Downer Street
- Orleans Drive at Tennent Avenue
- Kilkenny Way at Tara Hills Drive
- Kilkenny Way at Kildare Way
- Kildare Way at Barkley Court
- Kildare Way at Marlesta Road
- Kildare Way at Tara Hills Drive
- Kelly Court at Mann Drive
- Fourth Avenue at San Pablo Avenue
- Fifth Avenue at San Pablo Avenue
- Amend Street at Mann Drive
- 80 feet on San Pablo from Fourth Avenue to Fifth Avenue
- Dolores Court at Pinole Valley Road
- Estrella Court at Pinole Valley Road
- Granada Court at Pinole Valley Road
- Ramona Street at Estates Avenue
- Simas at Pinole Valley Road
- Wright Avenue at Carol Street

For all other locations, staff intends to follow the same approach taken for designations around fire hydrants. The California Vehicle Code prohibits parking near fire hydrants. Most of these locations are not designated using red curb or signs, which is also consistent with practice taken by most agencies in California. AB 413 also allows local agencies like the City of Pinole to establish a different distance by ordinance that is justified by established traffic standards and corner sight lines, and has marked the different distance at the intersection using curb paint or a sign. Staff is not making such recommendation at this time.

While the law went into effect in 2024, local jurisdictions could only issue warnings until January 1, 2025. Now, local agencies may issue citations even if the area isn't marked with red curbs or signs. Although no local ordinance is required to adopt this state law, staff recommends adoption an ordinance for public transparency. Implementing the law will include public education about the new law and Parking Enforcement Officer training to implement the new law.

To enforce the state law, the City’s schedule of parking violations and fines needs to be updated with the applicable section of the California Vehicle Code that establishes the legal framework for the daylighting law so that officers can issue citations for vehicles illegally parked in these zones. The schedule currently imposes a fine of $40 for violation of Municipal Code Section 10.40.040 subsections (A) through (H).

The enforcement of AB 413 will be gradual to allow for widespread community education. Information about the law is currently available on the City's website. Significant efforts are ongoing to educate the community of the "daylighting" law through social media posts, flyers, and newsletter articles throughout the remainder of the year. Early enforcement may include warnings to educate motorists given the recent authority to issue citations starting January 1, 2025.

Staff has prepared a draft ordinance (see Attachment) amending 10.40.040 of Chapter 10.40 of Title 10 of the Pinole Municipal Code to adopt parking regulation updates consistent with state law.

FISCAL IMPACT

It is anticipated that the ordinance will increase revenue to the General Fund because Parking Enforcement staff will be able to cite vehicles for parking within an unmarked daylighting zone. However, it is not known how much revenue will increase.

There are no fiscal impacts for the new enforcement of CVC 22500(n) known at this time, as no additional parking enforcement and citation administration resources are needed for implementation, and revenues from the fine are unknown at this time. Staff will track and report any fiscal impacts as part of the mid-cycle budget process for Fiscal Year 2026-2027.

ATTACHMENTS

A. Pinole-Daylighting Ordinance

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINOLE ORDINANCE AMENDING PINOLE MUNICIPAL CODE CHAPTER 10.40 "STOPPING, STANDING AND PARKING" SECTION 10.40.050 "NO PARKING AREAS DESIGNATED" TO INCLUDE RESTRICTIONS RELATED TO PARKING NEAR INTERSECTIONS IN COMPLIANCE WITH ASSEMBLY BILL 413 ("DAYLIGHTING LAW")

WHEREAS, in October 2023, California's legislature passed Assembly Bill (AB) 413, also known as the Daylighting Law, to enhance pedestrian safety. Daylighting is the concept that traffic safety is improved by creating more visibility at intersections by pushing parked vehicles or other obstructions back away from crosswalks to improve visibility. By keeping the area next to crosswalks clear, drivers can better see people using or about to use the crosswalk; and

WHEREAS, AB 413 adds Section 22500 (n) to the California Vehicle Code to prohibit stopping, standing, or parking a vehicle within twenty (20) feet of any unmarked or marked crosswalk, or within fifteen (15) feet of any crosswalk with a curb extension.

WHEREAS, California Vehicle Code, Section 22507, authorizes the City of Pinole ("City") to establish its own regulations concerning unmarked or marked crosswalks, that are not in conflict with state law by resolution or ordinance; and

WHEREAS, the City's regulations regarding stopping, standing and parking are codified at Section 10.40.040 of Chapter 10.40 of Title 10 of the Pinole Municipal Code; and

WHEREAS, the purpose of this Ordinance is to amend the City's parking regulations to incorporate new state legislation and to enable the City to implement "daylighting" which would increase visibility at intersections by prohibiting parking within a certain distance of intersections and crosswalks thereby improving safety for pedestrians, bicyclists, and motor vehicles.

WHEREAS, the Council has considered all relevant information, the staff report, oral testimony if any, and all other information presented during the open and properly agendized City Council meeting, and adopts the findings herein.

THE CITY COUNCIL OF THE CITY OF PINOLE DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals.

The above recitals are true and correct and made a part of this Ordinance.

SECTION 2. Municipal Code Amendment.

The City Council hereby approves the amendment to Section 10.40.040 "No Parking Areas Designated" of Chapter 10.40 "Stopping, Standing and Parking" of Title 10 of the Pinole Municipal Code as set forth in the text amendment shown in attached Exhibit A, which is incorporated herein by reference and available for review in the

City Clerk's office during normal business hours. Text that appears in double underline reflects additions to Section 10.40.040.

SECTION 3. CEQA.

Approval of the amendments is exempt from environmental review in accordance with California Environmental Quality Act Guidelines Section 15061(b)(3), the general exemption for projects with no potential for significant effect on the environment. As a series of text amendments and additions, it can be seen with certainty that there is no possibility that the Municipal Code Amendment will have a significant effect on the environment.

SECTION 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of this Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council of the City of Pinole hereby declares that it would have passed each Section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 5. Effective Date.

In accordance with California Government Code Section 36937, this Ordinance shall take effect and be in force on the thirty-first day after adoption.

SECTION 6. Publication.

The City Clerk is directed to cause this Ordinance to be published in a manner required by law.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on July 1, 2025, the City Council passed this Ordinance by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of Pinole on July 1, 2025.

____
Heather Bell, CMC
City Clerk

EXHIBIT A

10.40.040 NO PARKING AREAS – DESIGNATED.

No operator of any vehicle shall stop, stand, park or leave standing, whether attended or unattended, such vehicle in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or other authorized officer, or traffic sign or signal:

A. Within any divisional island unless authorized and clearly indicated with appropriate signs or markings;

B. On either side of any street between the projected property lines of any public walk, public steps, street or thoroughfare terminating at such street, when such area is indicated by appropriate signs or by red paint upon the curb surface;

C. In any area where the city traffic engineer determines that the parking or stopping of a vehicle would constitute a traffic hazard or would endanger life or property, when such area is indicated by appropriate signs or by red paint upon the curb surface;

D. In any area established by resolution of the Council as a no-parking area, when such area is indicated by appropriate signs or by red paint upon the curb surface;

E. Upon, along or across any railway track in such manner as to hinder, delay or obstruct the movement of any car traveling upon such track;

F. In any area where the parking or stopping of any vehicle would constitute a traffic hazard or would endanger life or property;

G. On any street or highway where the use of such street or highway or a portion thereof is necessary for the cleaning, repair or construction of the street or highway or the installation on underground utilities, or where the use of the street or highway or any portion thereof is authorized for a purpose other than the normal flow of traffic or where the use of the street or highway or any portion thereof is necessary for the movement of equipment, articles or structures of unusual size, and the parking of such vehicle would prohibit or interfere with such use or movement; provided, that signs giving notice of such no parking are erected or placed at least twenty-four hours prior to the effective times of such no parking;

H. At any place within twenty feet of a point on the curb immediately opposite the midblock end of a safety zone, when such place is indicated by appropriate signs or by red paint upon the curb surface;

I. At any place within twenty feet of a crosswalk at an intersection when such place is indicated by appropriate signs or by red paint upon the curb surface, except that a bus may stop at a designated bus stop;

J. Within twenty-five feet of the approach to any. traffic signal, boulevard stop sign or official electric flashing device~~.~~;

K. Within 20 feet of the vehicle approach side of any marked or unmarked crosswalk or within 15 feet of any crosswalk where a curb extension is present. Signs or curb paint is not required.