



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

## **PINOLE CITY COUNCIL MEETING AGENDA**

**July 15, 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](mailto: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.pinoles.gov](http://www.pinoles.gov).

**VIDEO-STREAMED LIVE ON THE CITY'S WEBSITE,** [www.pinoles.gov](http://www.pinoles.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 [hbelle@pinoles.gov](mailto:hbelle@pinoles.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.pinoles.gov](http://www.pinoles.gov). You may also contact the City Clerk via e-mail at [hbelle@pinoles.gov](mailto:hbelle@pinoles.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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Gov. Code § 54957

Title: City Attorney

**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**

None

B. **Presentations**

1. Traffic-Related Incidents Report by Police Chief Klawuhn
2. Presentation on California Lineage-Based Reparations and the California Reparations Commission Recommendation

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 July 1, 2025.
- B. Receive the June 28, 2025 – July 11, 2025 List of Warrants in the Amount of \$1,363,557.96, and the July 4, 2025, Payroll in the Amount of \$582,368.68.
- C. Resolution to Adopt Updated Citywide Records Retention Schedule **Action: Adopt Resolution per Staff Recommendation (Heather Bell)**
- D. Adopt A Resolution Approving A Memorandum Of Understanding Between The City Of Pinole And The American Federation Of State, County, And Municipal Employees (AFSCME) Union Local 1 For The Period Of July 1, 2025 – June 30, 2026 **Action: Adopt Resolution per Staff Recommendation (Stacy Shell)**
- E. Adopt A Resolution Approving A Memorandum Of Understanding Between The City Of Pinole And The American Federation Of State, County, And Municipal Employees (AFSCME) Union Local 512 For The Period Of July 1, 2025 – June 30, 2026 **Action: Adopt Resolution per Staff Recommendation (Stacy Shell)**
- F. A Resolution Of The City Council Of The City Of Pinole Authorizing The Receipt And Expenditure Of \$99,482.16 From The California Highway Patrol And The Cannabis Tax Fund Grant Program (CTFGP) #23421 **Action: Adopt Resolution per Staff Recommendation. (Melissa Klawuhn)**
- G. Second Reading Of Ordinance Amending Pinole Municipal Code Chapter 10.40.040 “No Parking Areas Designated” To Include Restrictions Related To Parking Near Intersections In Compliance With Ab 413 (“Daylighting Law”) **Action: Waive the second reading and adopt an Ordinance (Eric Casher, Heba El-Guindy, Melissa Klawuhn)**
- H. Receive and file an update on Climate Action and Adaptation Plan building energy ordinances and reach codes **Action: Receive Report (Lilly Whalen, Kapil Amin)**
- I. Fiscal Year (FY) 2025/26 Fourth Quarter Strategic Plan Status Report **Action: Recieve the report (Kelcey Young)**
- J. Approval Of Sixth Amendment To The Consulting Services Agreement With Gray-Bowen-



Scott For Additional Project Management Support 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)**

- K. Receive Update On Capital Projects, Inspection And Permitting, And Maintenance

**Action: Receive Report (Heba El-Guindy)**

- L. Approval Of Agreement Between The City Of Pinole And Spektren Engineering, Inc. For the Construction of the Sidewalk Rehabilitation Program (Cip Project No. RO2402)

**Action: Adopt Resolution per Staff Recommendation (Heba El-Guindy)**

- M. Adopt a resolution authorizing the City of Pinole to apply for the Land and Water Conservation Fund (LWCF) program. **Action: Adopt Resolution per Staff Recommendation (Andrea Dwyer, Lilly Whalen)**

## 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. Conduct a public hearing and adopt a Resolution approving the issuance of the California Municipal Finance Authority Qualified 501(C)(3) bonds in an aggregate principal amount not to exceed \$65,000,000 for the purpose of financing or refinancing the acquisition, rehabilitation, improvement and equipping of Bayside Apartment Homes and certain other matters relating thereto **Action: Conduct Public Hearing and Adopt Resolution per Staff Recommendation (Lilly Whalen)**

## 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 September 2, 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: Friday, July 11, 2025 at 10:00 am**

# PINOLE POLICE DEPARTMENT

TRAFFIC-RELATED INCIDENTS  
JANUARY 1 – JUNE 30, 2025



# BIANNUAL TRAFFIC DATA

City of Pinole



# TRAFFIC COLLISIONS

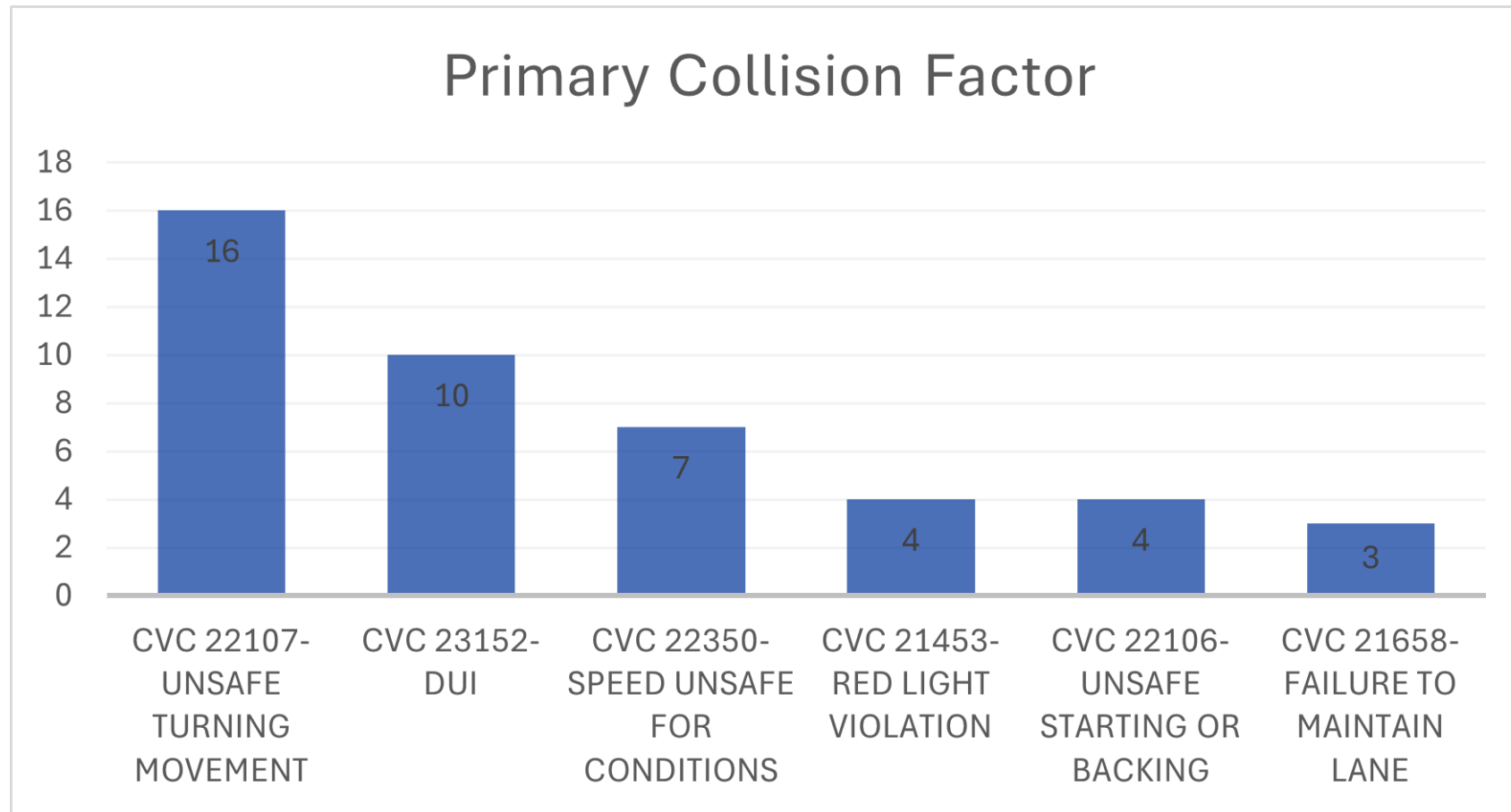
JANUARY – JUNE 2025

| Month        | Total Collisions | Collisions with Injury | Collisions with Fatality | DUI Collisions | Non-injury Collisions            | Vehicle vs Pedestrian Collisions |
|--------------|------------------|------------------------|--------------------------|----------------|----------------------------------|----------------------------------|
| January      | 9                | 2                      | 0                        | 1              | 6 (4 hit and run)                | 0                                |
| February     | 8                | 0                      | 0                        | 1              | 7 (5 hit and run, 1 pedestrian)  | 1 (non-injury)                   |
| March        | 12               | 3                      | 0                        | 0              | 9 (3 hit and run, 1 pedestrian)  | 1 (non-injury)                   |
| April        | 16               | 1                      | 0                        | 5              | 15 (2 hit and run, 1 pedestrian) | 1 (non-injury)                   |
| May          | 5                | 1                      | 0                        | 2              | 5 (2 hit and run)                | 0                                |
| June         | 14               | 0                      | 0                        | 0              | 14 (5 hit and run, 1 pedestrian) | 1 (non-injury)                   |
| <b>TOTAL</b> | <b>64</b>        | <b>7</b>               | <b>0</b>                 | <b>9</b>       | <b>56</b>                        | <b>4</b>                         |

# TRAFFIC COLLISIONS

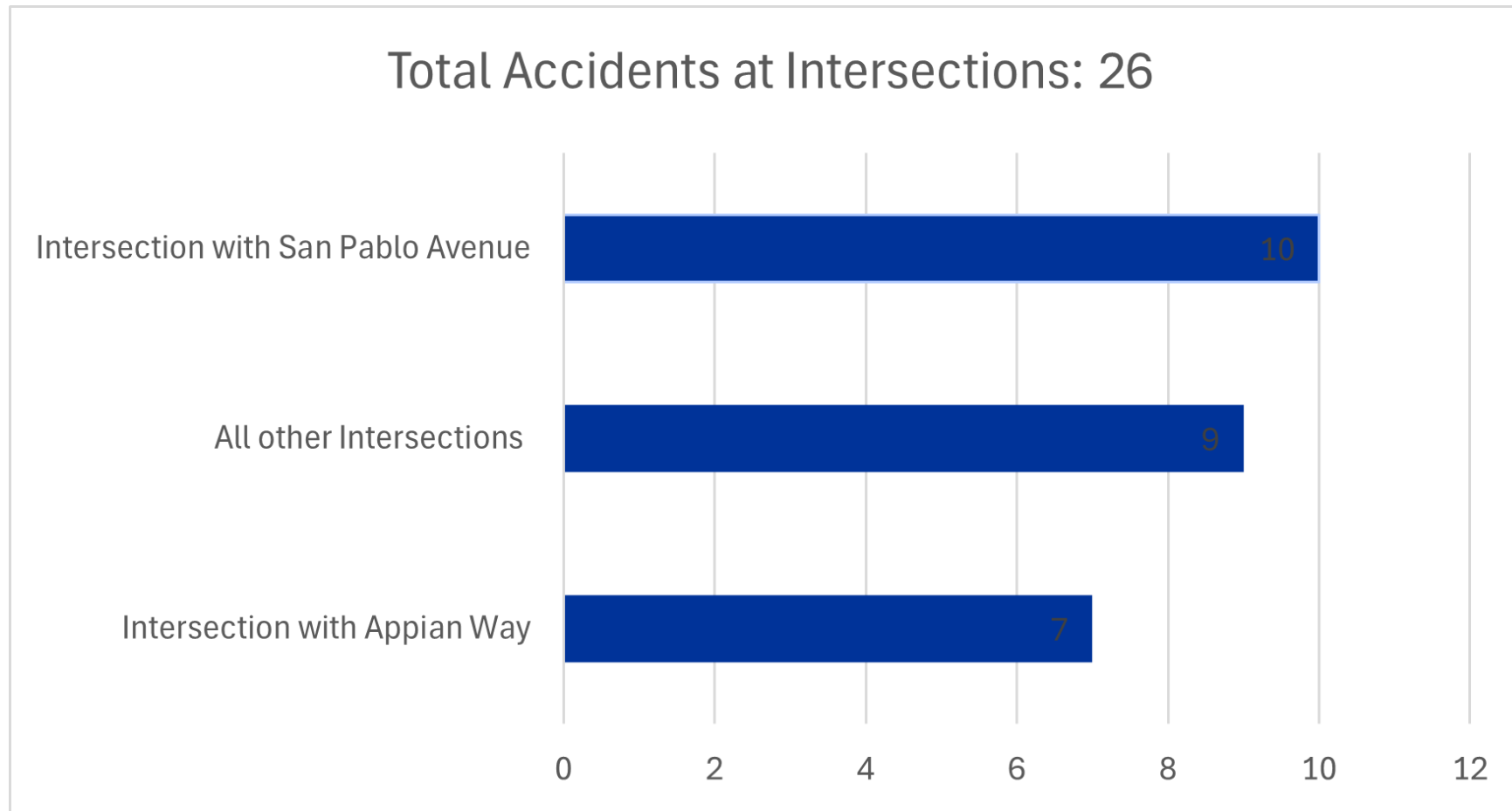
## PRIMARY COLLISION FACTOR

JANUARY – JUNE 2025



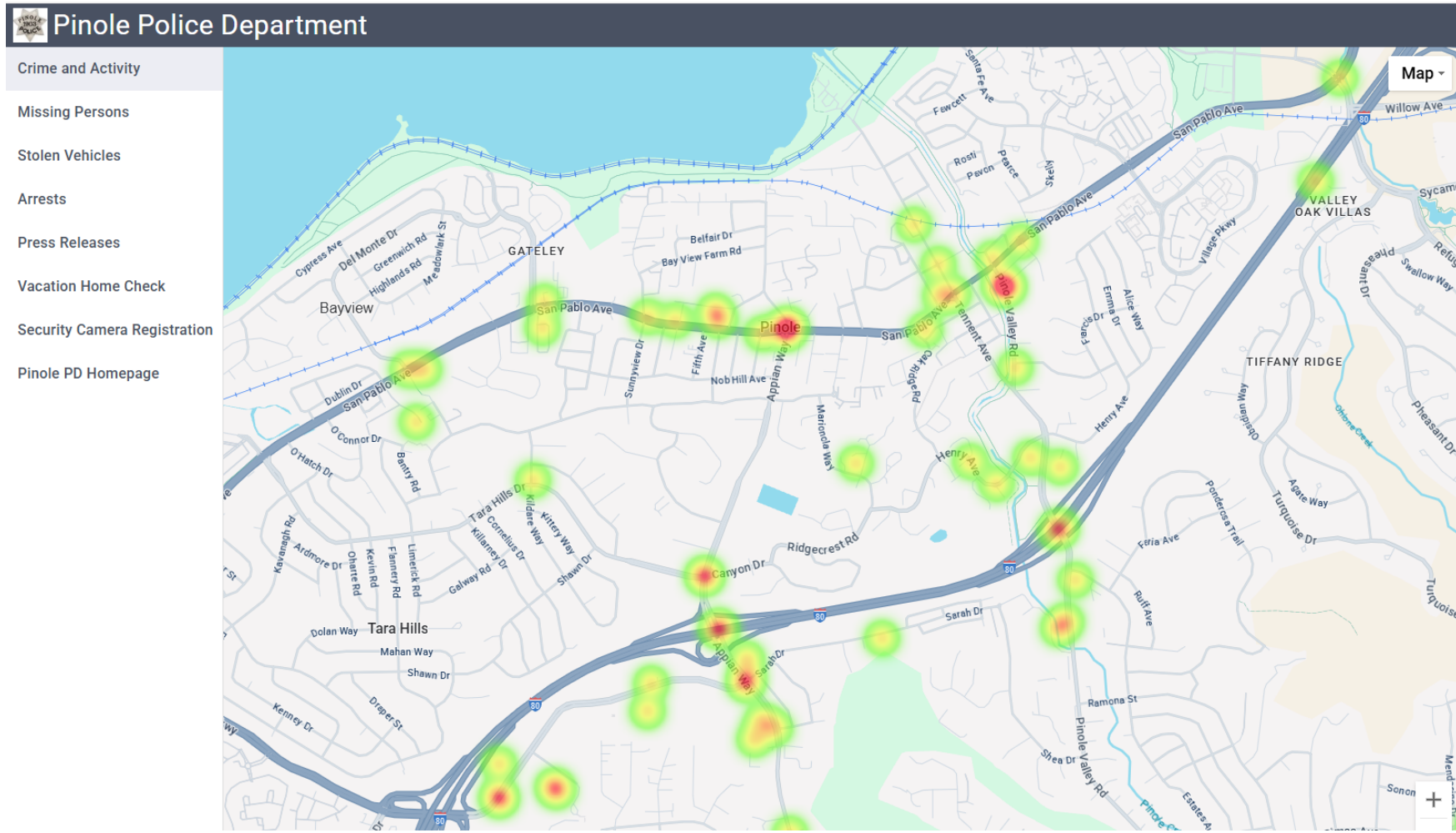
# COLLISIONS AT INTERSECTIONS

JANUARY – JUNE 2025



# COLLISIONS

## JANUARY – JUNE 2025





# CITIZEN RIMS

Pinole Police Department's Website:

<https://www.pinole.gov/departments/police/>

Click on "Crime Records & Surveillance Options"

Click on "Past Activity" to see the map



## Crime Records & Surveillance Options

Explore Citizen RIMS, an interactive tool allowing the public increased access to service and arrest information, crime mapping, security camera registration, and more.



## Past Activity

Displays call for service/incident information on a map.

[View Past Activity →](#)

# **DRIVING UNDER THE INFLUENCE**

**JANUARY – JUNE 2025**

**12 arrests were made for DUI-related offenses:**

**January – 1 arrest**

**February – 2 arrests**

**March – 2 arrests**

**April – 5 arrests**

**May – 1 arrest**

**June – 1 arrest**

[illegible]

# CITATIONS

## JANUARY – JUNE 2025

During the reporting period, Pinole Police Department officers, conducted 1355 traffic stops. Of these traffic stops, 584 resulted in a citation issued (43.1%).\*

Common citations include:

| CVC code                          | Number of Citations Issued | Traffic Officer          |
|-----------------------------------|----------------------------|--------------------------|
| Expired registration              | 289                        |                          |
| Headlights/tail lamp/brake lights | 109                        |                          |
| Stop Sign                         | 66                         | 69% from Traffic Officer |
| Speed Violation                   | 29                         | 89% from Traffic Officer |
| Unlicensed Driver                 | 27                         |                          |
| Red Light Violation               | 24                         | 62% from Traffic Officer |

\*Citations include CVC violations, as well as other misdemeanor or infraction codes

# **PARKING CITATIONS**

**JANUARY – JUNE 2025**

**During the reporting period, the Pinole Police Department issued 92 parking citations.**

**Future reports will include specific data for the new Daylighting ordinance – warnings and citations.**

# TRAINING AND EQUIPMENT

## LIDAR and RADAR

- 2 officers are trained on LIDAR / 3 hand-held LIDAR devices
- 2 officers trained on RADAR / 1 RADAR device – outdated and not calibrated
- Need to prioritize more officer training

Reduced traffic unit staffing from January – March 2025

Speed trailer is out of service

# GRANTS

OTS (Office of Traffic Safety) – applied for the grant in January 2025

- Requested \$129,373.04, received intent to award \$50,000
- Funding to include community outreach, officer training, personnel and equipment costs for 3 DUI checkpoints, equipment including a traffic motorcycle and speed trailer

CTFGP (Cannabis Tax Fund Grant Program) – applied for the grant in February 2025

- Requested \$99,482.16, received intent to award full amount
- Funding to include community outreach, officer training, traffic motorcycle, personnel and equipment costs for a DUID checkpoint with Hercules PD

# QUESTIONS?





**CITY COUNCIL MEETING  
MINUTES  
July 1, 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. COUNCILMEMBERS PRESENT**

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

**B. STAFF PRESENT**

Kelcey Young, City Manager  
Eric Casher, City Attorney  
Andrea Dwyer, Community Services Director  
Heba El-Guindy, Public Works Director  
Melissa Klawuhn, Chief of Police  
Roxane Stone, Deputy City Clerk

Deputy City Clerk Roxane Stone announced the agenda had been posted on June 26, 2025 at 12:00 p.m. with all legally required written notices. Written comments had been received in advance of the meeting, distributed to the City Council and staff, posted to the City website and made available to the public 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. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Gov. Code § 54956.8

Property: 2100 San Pablo Avenue

Agency negotiators: City Manager Kelcey Young and City Attorney Eric Casher

Negotiating party: Art Pakpour

Under negotiation: Price and Terms

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 6:42 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.***

Rafael Menis, reported on the current state of transmission for COVID-19, which continued to be elevated in the testing centers nearest the City of Pinole based on relevant data for Contra Costa County. Contra Costa County as a whole was low, but a testing center located in the City of Richmond was very high with two other centers in Contra Costa County at high and moderate levels. He encouraged people to wear masks in crowded indoor settings and get booster shots if available. He also wished everyone a Happy Fourth of July.

Mayor Sasai took the agenda items out of order at this time with the City Council moving on to Item 8. Recognitions / Presentations / Community Events.

## **8. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS**

### **A. Proclamations**

#### **1. Parks Make Life Better**

The City Council read into the record a proclamation recognizing July 2025 as Parks Make Life Better Month with the proclamation presented to Cecilia Morse. Mayor Sasai identified as the City of Pinole's "Unofficial Trails Ambassador."

#### **PUBLIC COMMENTS OPENED**

Cecilia Morse reported she had met Mayor Sasai when he campaigned for the City Council. She appreciated the fact that when there had been a gaping hole in the trail, the Mayor had liaised and the trail had been repaired. She highlighted her background as an East Coast transplant who appreciated living in the City of Pinole that she described as a beautiful paradise. She thanked the City Council for the proclamation.

#### **PUBLIC COMMENTS CLOSED**

#### **2. Independence Day**

The City Council read into the record a proclamation recognizing July 4, 2025 as Independence Day.

Mayor Sasai took the opportunity to recognize Recreation Department staff present in the Council Chambers who kept the City's parks and recreation facilities maintained for the benefit of the community.

#### **PUBLIC COMMENTS OPENED**

Community Services Director Andrea Dwyer introduced members of the Community Service Department staff present in the Council Chambers including: Recreation Manager Maria Picazo; Recreation Coordinator, Senior Center, Mychael Jamison; and Recreation Coordinator, Youth Center, Jaylan Campbell. She also recognized Christine Murray, Coordinator for the Youth and Tiny Tots Programs who was unable to attend the meeting.

Community Services Director Dwyer added the kick-off for the City's Fourth of July celebration would begin at 6:30 p.m. on July 4, 2025 at Pinole Valley High School (PVHS). Festivities would include performances from local dance groups, children's activities, food trucks and a Key to the City celebration through the Mayor celebrating the life of City employee Robert Walker Jr. The event would end with a drone show at 9:30 p.m. Everyone was encouraged to come out and celebrate.

#### **PUBLIC COMMENTS CLOSED**

3. Bastille Day

The City Council read into the record a proclamation recognizing July 14, 2025 as Bastille Day.

PUBLIC COMMENTS OPENED

There were no comments from the public.

PUBLIC COMMENTS CLOSED

**B. Presentations: None**

Mayor Sasai declared a recess at 6:57 p.m. The City Council meeting reconvened at 7:07 p.m. with all Council members present.

The City Council returned to Item 7. Reports & Communications.

**7. REPORTS & COMMUNICATIONS**

**A. Mayor Report**

1. Announcements

Mayor Sasai reported he had attended a West Contra Costa Transportation Commission (WCCTC) meeting with an overview of Bay Bridge Forward, an update on projects in the I-80 Corridor, including High Occupancy Vehicle (HOV) lane access restrictions, Bay Bridge and Carquinez Bridge hours of operation and a presentation on Via Microtransit, an agency working with the City of Richmond to build and provide outreach on microtransit services in the community. He reiterated that Fourth of July celebrations would be held on July 4, 2025, as earlier reported and reminded residents, neighbors and friends that fireworks were illegal in Contra Costa County and urged people to be safe.

**B. Mayoral & Council Appointments: None**

**C. City Council Committee Reports & Communications**

Council member Martinez-Rubin reported some Council members had participated in a presentation as part of an invitation from Evan Green, Watershed Conservation Coordinator with Contra Costa County Resource Conservation District, at which time they had learned about a project in which the agency was a partner and which involved the unhoused. The project involved a study that included a number of other conservation districts and the work the participants were doing helped them to learn about environmental stewardship skills, such as identifying non-native plants and helping to keep Pinole Creek clear of debris, among other things. The presentation was an informal job fair allowing participants of the Resilient and Equitable Urban Stream Corridors Project to learn about the skills gained from their participation and eventually to be part of a pipeline for further employment. She wished everyone a happy and safe Fourth of July.

Council member Murphy reported he had attended the Association of Bay Area Governments (ABAG) General Assembly as the City's Delegate, to advance shared goals around housing, climate resilience, infrastructure and development. He highlighted the approval of ABAG's \$128 million Fiscal Year (FY) 2025/26 operating budget and work program and highlighted programs that specifically benefitted Pinole residents including the Bay Area Regional Energy Network (BayREN) and the San Francisco Estuary Partnership. He reported ABAG membership dues had slightly increased after 16 years, with the dues to fund ABAG's core administration services, ensure access to regional planning tools, grant programs, housing assistance, technical assistance and environmental initiatives. He noted ABAG had focused on regional resiliency, particularly around climate threats like sea level rise, wildfire and drought. He commended the City Manager for attending the ABAG General Assembly and making the City of Pinole a strong leader at the table

Council member Murphy also attended the Rodeo-Hercules Fire Protection District (RHFPD) Change of Command Ceremony and reported the East Bay Regional Parks District (EBRPD) would be developing a new long-term road map guiding the next 100-years of park planning, access and preservation. He provided an overview of the various issues facing the EBRPD with the EBRPD to meet with all stakeholders across the East Bay as part of its long-term planning effort. He encouraged Pinole residents to engage with EBRPD's community survey that would be open through July 31, 2025. More information was available on the EBRPD website.

Council member Murphy also thanked everyone who had participated in the Pinole Creek Unhoused Stewards Project Job fair at the Pinole Library and highlighted the different agencies that had participated in the event. He thanked Council member Martinez-Rubin and Mayor Sasai for making the event possible.

Council member Murphy further commented on the issue of immigration, which was top of focus of mind in terms of the moral perspective and economic issues. He referenced a new June 2025 report from the Bay Area Council Economic Institute, which had looked at the economic risk of mass deportation policies and which statistics he highlighted. He encouraged everyone to review the report which reinforced the need to ground policies in inclusion and economic resilience, which was all interconnected whether through climate planning or equitable development. He stated the City of Pinole was part of a broader ecosystem and with participation in regional spaces ensured the City was not just reacting but helping to lead.

Council member Toms reported she had attended the Pinole Car Show, including the pancake breakfast the morning of the event. She thanked the Community Services Department and all volunteers who made the programming possible. The Car Show had been well attended and was one of the top community events for local businesses. She had also attended the Special Olympics Torch Run, stated it had been a huge fundraiser, and thanked the law enforcement organizers. She was able to see the end of the torch run in the City of Santa Clara and again recognized all of the support for West County Special Olympics programs.

#### D. Council Requests for Future Agenda Items

#### PUBLIC COMMENTS OPENED

Rafael Menis, stated he was a member of the Pinole Planning Commission and he asked that the City Council consider a future agenda item to modify Pinole Municipal Code (PMC) Section 2.40.020, Election of Officers – Meetings. Currently, the text of the ordinance stated “...the Planning Commission shall adopt Robert’s Rules of Order Revised, for the transaction of business...” He recognized that Robert’s Rules of Order Revised was not the most recommended way to conduct public meetings in that Rosenberg’s Rules of Order was most often used at the City Council level. Since it had been written into the ordinance, the Planning Commission must use Robert’s Rules of Order Revised. He asked the City Council to consider an agenda item to amend Section 2.40.020, Election of Officers – Meetings, to allow the Planning Commission to choose Rosenberg’s Rules of Order.

Mayor Sasai stated he would follow-up with Mr. Menis on the request.

#### PUBLIC COMMENT CLOSED

#### E. City Manager Report / Department Staff

City Manager Kelcey Young thanked staff for all of their hard work on pothole repair, weed abatement and community events including the Special Olympics Torch Run, Car Show and preparing for the upcoming Fourth of July celebrations. Future community events would include Coffee with a Cop on July 9, 2025 from 8:00 to 10:00 a.m. at Starbucks on Pinole Valley Road; free concerts at Fernandez Park on July 10 and 24, 2025 from 6:00 to 8:00 p.m.; and kick-off for Movie Nights at Fernandez Park on July 18, 2025, with the movie Moana 2 to be shown at sundown. Also, a Citizens Academy would be held on August 6, 13 and 20, 2025 from 5:30 to 7:30 p.m. to discuss City processes, upcoming projects, upcoming events, career opportunities and answering community questions. Interested persons were encouraged to sign-up soon since the event was getting close to reaching capacity. She reminded everyone that fireworks were banned in Contra Costa County and anyone wishing to turn in their fireworks may do so at the Police Department, Public Safety Lobby, where fireworks would be accepted and disposed of safely, no questions asked.

#### F. City Attorney Report: 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: Adopt Letter per Staff Recommendation (Kelcey Young)**
- I. Letter of Support for Assembly Bill 996. **Action: Adopt 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)**

PUBLIC COMMENTS OPENED

Bradley Dunn, Bay Area Rapid Transit (BART), Manager of Local Government and Community Relations, speaking to Item 9F, thanked the City Council for the consideration of a Letter of Support for Senate Bill (SB) 63. He noted everyone in the Bay Area whether they used BART or not, benefitted from the service, from cleaner air, reduced traffic congestion and increased access to jobs and education. BART recently received its highest rider satisfaction in over 10-years, but work from home had impacted transit agencies across the Bay Area and the nation. The Bay Area had a unique combination of finance, technology and other industries that were prone to workers telecommuting from home and the Bay Area had the highest work from home rates in the nation, which had led to BART facing a significant deficit between \$350 and \$400 million beginning in FY 2027. BART had one of the lowest costs per passenger miles of any major heavy rail agency in the country, and instituted cost savings measures such as hiring freezes to eliminate a \$35 million deficit in FY 2026; however, and despite this effort, BART's fares were half of what they had been before the pandemic. If additional funding was not secured, BART would be forced to make devastating service cuts including no service on weekends or after 9:00 p.m., eliminating lines and reducing the number of trains per week. BART's Board of Directors supported SB 63, the Connect Bay Area Act, and were committed to working with community stakeholders to support sustainable transit funding.

Council member Martinez-Rubin requested that item 9A be pulled from the Consent Calendar.

Mayor Sasai requested that Items 9F, 9G, 9H and 9I be pulled from the Consent Calendar.

Speaking to Item 9A, Deputy City Clerk Stone clarified Council member Martinez-Rubin had submitted a very minor revision to a change she had made to the City Council meeting minutes of June 3, 2025 (as reflected on Page 25 of 300 of the agenda packet and as shown in the June 17, 2025 Planning Commission meeting minutes Item 9A). She had asked Council member Martinez-Rubin to pull the item to bring it to the City Council's attention, with the requested change to be reflected in the final copy for the June 17, 2025 meeting minutes.

Mayor Sasai thanked staff for their work on all of the letters of support as shown on the Consent Calendar and Council member Martinez-Rubin for bringing forward a couple of the letters of support. He emphasized the importance of getting the letters right, which would move goals along benefitting the City and all Californians. For Item 9F, he noted SB 63 had been referred to the Senate Transportation Committee. He asked that Page 225 of 300 of the agenda packet be revised in that the letter was currently addressed to Senator Buffy Wicks and needed to be corrected to read: Assemblymember Buffy Wicks, and with the recipients to be corrected to read: *Chair of the Senate Transportation Committee, Senator Dave Cortese, Assemblymember Buffy Wicks and Senator Jesse Arreguin*. He asked that the addresses for each recipient also be clarified for accuracy. Further, that the resolution of approval on Page 207 of 300 of the agenda packet be revised in the first WHEREAS clause to include WestCat.

For Item 9G, Mayor Sasai noted AB 1388 has been referred to the Senate Public Safety Committee. He asked that the letter, as shown on Page 228 of 300 of the agenda packet, be revised and addressed to the Chair of the Public Safety Committee, Senator Jesse Arreguin and the letter be copied to Assemblymember Buffy Wicks, Senator Jesse Arreguin, and the author of AB 1388 Assemblymember Isaac Bryan.



For Item 9H, Mayor Sasai asked staff whether AB 762, was still active since it would not be the best look to send a letter for something that was not being considered by the Legislature.

City Manager Young advised as long as the letter was sent by July 2, 2025, the letter would still be accepted.

Council member Martinez-Rubin was unaware whether AB 762 remained active. She wanted to ensure that the City could present the letters to the extent possible and have a process in place to do that. She commented one of the items the City Council had discussed as part of the Council Retreat in January 2025, was setting up a legislative process to respond to alerts about pending legislation. While the bill may or may not be currently active in the legislative system, possibly staff could review that in the morning and follow through as necessary.

Mayor Sasai understood AB 762 had not made it past the Assembly some time ago. He was unsure staff had the answer to provide clarification at this time and he would not be in favor of sending a letter in support but it could come back. He could support a letter to the author in support of a two-year bill.

Council member Martinez-Rubin understood but suggested this made space for agenda items that could be discussed more fully since this issue had come up before when the processes did not align with how quickly the legislative system worked.

Mayor Sasai referenced Item 9I and wanted assurance the letter would be sent to the Chair of the Senate Appropriations Committee Anna Caballero and Vice Chair Kelly Seyarto, and copied to the author of AB 996, Assemblymember Gail Pellerin.

**ACTION: Motion by Council members Murphy/Toms to approve Item 9A, as amended; Items 9B, 9C, 9D and 9E, as shown; Items 9F, 9G and 9I, as amended; and Items J, K and L, as shown.**

|              |                 |                                                  |
|--------------|-----------------|--------------------------------------------------|
| <b>Vote:</b> | <b>Passed</b>   | <b>5-0</b>                                       |
|              | <b>Ayes:</b>    | <b>Sasai, Tave, Martinez-Rubin, Murphy, Toms</b> |
|              | <b>Noes:</b>    | <b>None</b>                                      |
|              | <b>Abstain:</b> | <b>None</b>                                      |
|              | <b>Absent:</b>  | <b>None</b>                                      |

**ACTION: Motion by Council members Martinez-Rubin/Toms to have staff take a look at the letter for Item 9H and inform the Mayor whether or not the bill was still viable.**

|              |                 |                                                  |
|--------------|-----------------|--------------------------------------------------|
| <b>Vote:</b> | <b>Passed</b>   | <b>5-0</b>                                       |
|              | <b>Ayes:</b>    | <b>Sasai, Tave, Martinez-Rubin, Murphy, Toms</b> |
|              | <b>Noes:</b>    | <b>None</b>                                      |
|              | <b>Abstain:</b> | <b>None</b>                                      |
|              | <b>Absent:</b>  | <b>None</b>                                      |

## **10. PUBLIC HEARINGS**

- 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 on 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 new intersections in compliance with Assembly Bill 413. (Eric Casher, Heba El-Guindy, Melissa Klawuhn)**

City Attorney Eric Casher, Public Works Director Heba El-Guindy and Police Chief Melissa Klawuhn provided a PowerPoint presentation on an Ordinance to Amend PMC Chapter 10.40 ‘Stopping Standing and Parking’ Section 10.40.050 “No Parking Areas Designated” to include Restrictions Related to Parking New Intersections in Compliance with Assembly Bill 413, (“Daylighting Law”) and which included an overview of AB 413, “Daylighting Law”; the definition of “daylighting”; creation of and definition of new subsection (n) of the California Vehicle Code (CVC) 22500; how AB 413 had been implemented at 24 intersections of safety concern and/or heavily used by pedestrians; how AB 413 would be enforced; proposed amendment to Section 10.40.040 of the PMC by adding a new subsection K, which reads: *“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,”* and the fiscal impacts by implementing AB 413.

Staff recommended 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 new intersections in compliance with Assembly Bill 413.

At this time a brief Public Service Announcement (PSA) created for AB 413 was shown to the City Council.

Responding to questions from the City Council, City Manager Young, City Attorney Casher, Public Works Director El-Guindy and Police Chief Klawuhn clarified the following:

- Exemptions to AB 413 included exemptions for loading zones, bicycle, electric bicycle and scooter parking. Staff would have to install appropriate signage for any areas that were exempt. As an example, a loading zone functioning during specific hours of the day would require signage accordingly. A resident may submit a request for an exemption in writing, via email or by telephone call to the Public Works Department. (Murphy)
- The PSA video had been donated from the San Francisco Academy of Arts at no cost to the City aside from staff coordination. (Murphy)
- The PSA would be posted on the City and Police Department social media sites and on the City website. (Mayor Pro Tem Tave)
- Education on enforcement of AB 413 has been ongoing since April 2025, with flyers distributed by the Pinole Police Department. (Mayor Pro Tem Tave)

- AB 413 was a statewide law and other cities had provided notice through social and general media outlets. Education to the public on AB 413 would continue. The City of Pinole also published a map identifying all locations of curb painting and marking of individual intersections. (Mayor Pro Tem Tave)
- As indicated in the PowerPoint presentation, 24 intersections had been painted and potentially more locations could be added. The locations were evaluated in consultation with the Police Department and concerned community members. (Martinez-Rubin)
- Acknowledged concerns with possible scenarios and conflicts involving WestCAT and school buses in cases where there could be no marked curbs and line-of-sight issues, with staff provided information on an area of concern at Tesoro Court and Ridgecrest Road. (Martinez-Rubin)
- Acknowledged additional possible scenarios for areas around schools where there could be further line-of-sight issues that needed to be taken into consideration. (Mayor Pro Tem Tave)
- No citations had been issued for violations of AB 413. Once the ordinance passed on first read it would come back for a second read. Once the second read of the ordinance was approved, the ordinance would go into effect 30-days thereafter. The City's Master Fee Schedule would be required to be amended to add a \$40 fine for this specific violation. At that time, the City Council may consider a higher or lower fine amount. (Mayor Sasai)
- Violations of subsections (I) and (J) of Section 10.40.040 No Parking Areas – Designated, carried a \$40 fine. (Mayor Sasai)
- Acknowledged a request for continued education to the public about AB 413 and continued conversations on the fines that could be imposed. (Mayor Sasai)
- Clarified the location of a vehicle's tires in comparison to the red curb determined whether a violation of the daylighting law had occurred. Ideally, the vehicle should not be in the red curb at all. The purpose of AB 413 was to increase visibility. (Mayor Sasai)
- Clarified Police Officers had discretion when considering citations and may consider issuing a warning or a citation and the officer would take into consideration the totality of the circumstances. Primarily, the safety considerations for the public and drivers was paramount. While Police Officers did not have data on hand to determine whether there were repeat violations, records could be pulled quickly to determine whether a particular vehicle or person had been involved in a previous citation or warning, which were tracked. (Mayor Sasai)

## PUBLIC HEARING OPENED

Rafael Menis, understood there was a map of all the intersections in Pinole that could be affected by AB 413 and he asked if it was available to the public. He lived relatively near to the intersection of Hazel Street and Dutra Court, and was unsure how much of the curb would be marked since in theory the exit point of Dutra Court onto Hazel Street could be considered a crosswalk.

Mr. Menis asked whether Dutra Court and the approach side of Hazel Street would be marked red and be considered a crosswalk since it was a cul-de-sac. The City had many cul-de-sacs and he asked if cul-de-sacs counted as a crosswalk at the point where they met a cross street, and if so, whether the requirements of AB 413 would be triggered.

Mr. Menis read into the record the new language for subsection K, and while paint was not required due to ongoing maintenance costs, he asked whether a possible compromise could be considered. He suggested using a cheaper and faster decaying paint and painting the curb initially so that it would be visually flagged, and having it set up so that the paint would not be repainted after a certain time period. After the paint decayed, the City would not have to pay the maintenance costs and paint over and over again. In the meantime, that would help the public be aware of the new daylighting law. He appreciated the fact the City had been issuing warnings up to this point and a full fee citation was not yet in place. He suggested a one-year phase-in for the paint depending on the feasibility of using cheaper paint versus staff costs, as a one-time thing as opposed to an ongoing obligation.

Anthony Vossbrink, understood the law had been in effect since January 1, 2025, and the City had done a lot of education. He asked why the Police Department could not give the general public a projected effective date for hard enforcement when citations could be issued. As to the red curb violation fines, he asked whether \$40 was a standard fine for No Parking in red painted zones and how that fine compared to the red curb and daylighting fines in other cities. He suggested it would be wise to educate the public in general to report violators and asked that the City provide a specific phone number or place to report violations online. He added that people who double parked in school zones during pickup periods already violated the daylighting law. Also, people parked in loading zones and he asked why those people had not been routinely cited for parking violations.

#### **PUBLIC HEARING CLOSED**

Responding to the public comment, Public Works Director El-Guindy explained the map referenced had been posted on the City website but due to mistakes it had been removed. The map would be revised and reposted by the end of the week. As to the concerns with cul-de-sacs, she clarified any intersection between two streets was identified as an intersection. It could be a major with a minor street, but was still an intersection. As long as the cul-de-sac intersected with another street the daylighting could be implemented; however, the City was not implementing the red curb everywhere since that was dependent upon safety conditions. Whether it was used by pedestrians or not, the surrounding land uses and any major traffic generators such as schools, were different factors considered prior to establishing the red curb or signage.

Regarding the paint, Public Works Director El-Guindy commented there was a certain type of paint that had certain road reflectivity to meet requirements and the City could not truly eliminate the maintenance in future years and would have to go back at least once a year and repaint the locations identified. She added that staff had received some phone calls from community members wondering why the City was not consistent with the 20-foot or 15-foot, which was really impacted by the sightlines at the intersections at the corners, and after prohibiting the 20-foot, they noticed the distance between the end of the red curb and the nearby driveway was not sufficient for the parking of one vehicle.

Public Works Director El-Guindy stated the red curb had then been extended all the way to the driveway so there would not be a car parking there encroaching within the red curb or the driveway. She clarified there was some judgment in the field as a result.

Police Chief Klawuhn added in terms of enforcement that the CVC allowed the Police Department to enforce the daylighting law as of January 1, 2025, but the City of Pinole chose not to impose enforcement until the ordinance was in place and the fee schedule determined, which would determine the start date of enforcement. In terms of reporting violators, individuals were encouraged to call the non-emergency police dispatch line to report such incidents at (510) 724-1111. Any emergency would involve dialing or texting 9-1-1.

City Attorney Casher also clarified in response to the question about the standard fine that the \$40 fee was the fee imposed for the No Parking zone violations in the Master Fee Schedule. He was uncertain how that compared to other cities but the Master Fee Schedule had been updated in April 2024, and become effective in July 2024.

Mayor Sasai wanted to see the comparables from other cities in the area to see exactly the citation amount for those kinds of violations.

Council member Murphy thanked staff for the presentation and for the execution of the state-mandate. He referred to the traffic and parking on San Pablo Avenue and felt safer as a result of the daylighting law, and suggested that residents would also feel safer, particularly along San Pablo Avenue. He again thanked staff for the execution of the law and the intentionality around community education, which was a critical piece of why this law mattered, to save lives and protect people. He also appreciated the collaboration between the Police and Public Works Departments, and looked forward to hearing updates on the status of the enforcement of the law and feedback from residents and/or visitors to Pinole.

**ACTION: Motion by Council member Toms/Mayor Pro Tem Tave to Waive the First Reading and Introduce by Title Only on 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 new intersections in compliance with Assembly Bill 413.**

|              |                 |                                                  |
|--------------|-----------------|--------------------------------------------------|
| <b>Vote:</b> | <b>Passed</b>   | <b>5-0</b>                                       |
|              | <b>Ayes:</b>    | <b>Sasai, Tave, Martinez-Rubin, Murphy, Toms</b> |
|              | <b>Noes:</b>    | <b>None</b>                                      |
|              | <b>Abstain:</b> | <b>None</b>                                      |
|              | <b>Absent:</b>  | <b>None</b>                                      |

City Attorney Casher thanked Police Chief Klawuhn and Public Works Director El-Guindy and the students from the San Francisco Academy of Arts for their work on the PSA.

**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 15, 2025 in Remembrance of Amber Swartz.

At 8:18 p.m., Mayor Sasai adjourned the meeting to a Regular City Council Meeting on July 1, 2025 in Remembrance of Amber Swartz.

**Submitted by:**

---

**Heather Bell, CMC**

**City Clerk**

**Approved by City Council:**



City of Pinole, CA

# 9B WARRANT LISTING By Vendor Name

Payment Dates 6/28/2025 - 7/11/2025

| Payable Number                                                 | Payment Number | Payment Date | Account Number | Description (Payable)                                | Amount           |
|----------------------------------------------------------------|----------------|--------------|----------------|------------------------------------------------------|------------------|
| <b>Vendor: ALA08 - ALAMEDA COUNTY SHERIFF'S OFFICE</b>         |                |              |                |                                                      |                  |
| 9411                                                           | 107675         | 07/11/2025   | 100-221-42301  | ACADEMY RECRUIT TUITION J.<br>GRAY 0609-090925       | 4,000.00         |
| <b>Vendor ALA08 - ALAMEDA COUNTY SHERIFF'S OFFICE Total:</b>   |                |              |                |                                                      | <b>4,000.00</b>  |
| <b>Vendor: ALF03 - ALFA LAVAL</b>                              |                |              |                |                                                      |                  |
| 285765040                                                      | 107676         | 07/11/2025   | 500-641-42107  | TECHNICAL ASSISTANCE FOR<br>CENTRIFUGE               | 7,300.00         |
| <b>Vendor ALF03 - ALFA LAVAL Total:</b>                        |                |              |                |                                                      | <b>7,300.00</b>  |
| <b>Vendor: 2005 - ANIMAL DAMAGE MANAGEMENT, INC</b>            |                |              |                |                                                      |                  |
| 9499C                                                          | 107677         | 07/11/2025   | 100-345-42108  | PEST CONTROL AT BASEBALL<br>FIELDS PVR AND FERNANDEZ | 375.00           |
| <b>Vendor 2005 - ANIMAL DAMAGE MANAGEMENT, INC Total:</b>      |                |              |                |                                                      | <b>375.00</b>    |
| <b>Vendor: ARM04 - ARMOR LOCKSMITH SERVICES</b>                |                |              |                |                                                      |                  |
| 131                                                            | 107678         | 07/11/2025   | 100-343-44306  | KEY DUPLICATE AND RINGS                              | 21.12            |
| 65                                                             | 107678         | 07/11/2025   | 100-343-44306  | KEY DUPLICATES                                       | 55.01            |
| <b>Vendor ARM04 - ARMOR LOCKSMITH SERVICES Total:</b>          |                |              |                |                                                      | <b>76.13</b>     |
| <b>Vendor: ATT01 - AT&amp;T</b>                                |                |              |                |                                                      |                  |
| 000023657559                                                   | 107762         | 07/11/2025   | 525-118-43101  | POLICE DPT. PHONE                                    | 678.78           |
| <b>Vendor ATT01 - AT&amp;T Total:</b>                          |                |              |                |                                                      | <b>678.78</b>    |
| <b>Vendor: 2976 - AUTUMN PRESS, INC.</b>                       |                |              |                |                                                      |                  |
| 847512-1                                                       | 107763         | 07/11/2025   | 212-461-42202  | PINOLE CA TXT BROCHURE                               | 486.76           |
| 847514-1                                                       | 107763         | 07/11/2025   | 212-461-42202  | PINOLE CODE ENFORCEMENT<br>BROCHURE                  | 714.73           |
| <b>Vendor 2976 - AUTUMN PRESS, INC. Total:</b>                 |                |              |                |                                                      | <b>1,201.49</b>  |
| <b>Vendor: 2419 - BARG COFFIN LEWIS &amp; TRAPP, LLP</b>       |                |              |                |                                                      |                  |
| 51184                                                          | 107764         | 07/11/2025   | 207-344-42102  | LITIGATION MONSANTO                                  | 615.00           |
| 51242                                                          | 107764         | 07/11/2025   | 207-344-42102  | LITIGATION MONSANTO                                  | 1,230.00         |
| <b>Vendor 2419 - BARG COFFIN LEWIS &amp; TRAPP, LLP Total:</b> |                |              |                |                                                      | <b>1,845.00</b>  |
| <b>Vendor: BAY01 - BAY AREA AIR QUALITY</b>                    |                |              |                |                                                      |                  |
| 4NP40                                                          | 107765         | 07/11/2025   | 500-641-44304  | SLUDGE HANDLING PERMIT<br>WPCP                       | 16,161.00        |
| <b>Vendor BAY01 - BAY AREA AIR QUALITY Total:</b>              |                |              |                |                                                      | <b>16,161.00</b> |
| <b>Vendor: 2835 - BENEFIT COORDINATORS CORPORATION</b>         |                |              |                |                                                      |                  |
| B0JLGY                                                         | 107766         | 07/11/2025   | 100-110-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025              | 106.00           |
| B0JLGY                                                         | 107766         | 07/11/2025   | 100-110-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025              | 64.40            |
| B0JLGY                                                         | 107766         | 07/11/2025   | 100-111-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025              | 364.00           |
| B0JLGY                                                         | 107766         | 07/11/2025   | 100-111-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025              | 48.30            |
| B0JLGY                                                         | 107766         | 07/11/2025   | 100-112-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025              | 382.80           |
| B0JLGY                                                         | 107766         | 07/11/2025   | 100-112-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025              | 48.30            |
| B0JLGY                                                         | 107766         | 07/11/2025   | 100-113-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025              | 108.80           |
| B0JLGY                                                         | 107766         | 07/11/2025   | 100-113-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025              | 16.10            |
| B0JLGY                                                         | 107766         | 07/11/2025   | 100-115-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025              | 364.00           |
| B0JLGY                                                         | 107766         | 07/11/2025   | 100-115-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025              | 48.30            |

## WARRANT LISTING

Payment Dates: 6/28/2025 - 7/11/2025

| Payable Number | Payment Number | Payment Date | Account Number | Description (Payable)                   | Amount   |
|----------------|----------------|--------------|----------------|-----------------------------------------|----------|
| BOJLGY         | 107766         | 07/11/2025   | 100-116-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 306.00   |
| BOJLGY         | 107766         | 07/11/2025   | 100-116-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 48.30    |
| BOJLGY         | 107766         | 07/11/2025   | 100-221-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 1,990.00 |
| BOJLGY         | 107766         | 07/11/2025   | 100-221-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 338.10   |
| BOJLGY         | 107766         | 07/11/2025   | 100-222-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 662.80   |
| BOJLGY         | 107766         | 07/11/2025   | 100-222-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 112.70   |
| BOJLGY         | 107766         | 07/11/2025   | 100-223-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 1,084.80 |
| BOJLGY         | 107766         | 07/11/2025   | 100-223-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 161.00   |
| BOJLGY         | 107766         | 07/11/2025   | 100-341-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 210.40   |
| BOJLGY         | 107766         | 07/11/2025   | 100-341-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 48.30    |
| BOJLGY         | 107766         | 07/11/2025   | 100-343-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 940.00   |
| BOJLGY         | 107766         | 07/11/2025   | 100-343-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 144.90   |
| BOJLGY         | 107766         | 07/11/2025   | 100-465-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 178.40   |
| BOJLGY         | 107766         | 07/11/2025   | 100-465-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 32.20    |
| BOJLGY         | 107766         | 07/11/2025   | 105-221-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 306.00   |
| BOJLGY         | 107766         | 07/11/2025   | 105-221-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 48.30    |
| BOJLGY         | 107766         | 07/11/2025   | 106-222-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 127.60   |
| BOJLGY         | 107766         | 07/11/2025   | 106-222-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 16.10    |
| BOJLGY         | 107766         | 07/11/2025   | 209-551-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 306.00   |
| BOJLGY         | 107766         | 07/11/2025   | 209-551-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 48.30    |
| BOJLGY         | 107766         | 07/11/2025   | 209-552-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 210.40   |
| BOJLGY         | 107766         | 07/11/2025   | 209-552-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 48.30    |
| BOJLGY         | 107766         | 07/11/2025   | 209-554-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 127.60   |
| BOJLGY         | 107766         | 07/11/2025   | 209-554-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 16.10    |
| BOJLGY         | 107766         | 07/11/2025   | 212-461-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 255.20   |
| BOJLGY         | 107766         | 07/11/2025   | 212-461-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 32.20    |
| BOJLGY         | 107766         | 07/11/2025   | 212-462-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 159.60   |
| BOJLGY         | 107766         | 07/11/2025   | 212-462-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 32.20    |
| BOJLGY         | 107766         | 07/11/2025   | 500-641-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 1,137.20 |
| BOJLGY         | 107766         | 07/11/2025   | 500-641-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 177.10   |
| BOJLGY         | 107766         | 07/11/2025   | 500-642-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 229.20   |
| BOJLGY         | 107766         | 07/11/2025   | 500-642-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 48.30    |



## WARRANT LISTING

Payment Dates: 6/28/2025 - 7/11/2025

| Payable Number | Payment Number | Payment Date | Account Number | Description (Payable)                   | Amount   |
|----------------|----------------|--------------|----------------|-----------------------------------------|----------|
| BOJLGY         | 107766         | 07/11/2025   | 505-119-41002  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 255.20   |
| BOJLGY         | 107766         | 07/11/2025   | 505-119-41003  | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 32.20    |
| BOJLGY         | 107766         | 07/11/2025   | 998-20105      | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 306.00   |
| BOJLGY         | 107766         | 07/11/2025   | 998-20105      | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 127.60   |
| BOJLGY         | 107766         | 07/11/2025   | 998-20106      | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 64.40    |
| BOJLGY         | 107766         | 07/11/2025   | 998-20106      | DENTAL AND VISION BENEFITS<br>JUNE 2025 | 32.20    |
| BOJM2J         | 107766         | 07/11/2025   | 100-110-41002  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 280.00   |
| BOJM2J         | 107766         | 07/11/2025   | 100-110-41003  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 64.40    |
| BOJM2J         | 107766         | 07/11/2025   | 100-111-41002  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 364.00   |
| BOJM2J         | 107766         | 07/11/2025   | 100-111-41003  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 48.30    |
| BOJM2J         | 107766         | 07/11/2025   | 100-112-41002  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 382.80   |
| BOJM2J         | 107766         | 07/11/2025   | 100-112-41003  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 48.30    |
| BOJM2J         | 107766         | 07/11/2025   | 100-113-41002  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 108.80   |
| BOJM2J         | 107766         | 07/11/2025   | 100-113-41003  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 16.10    |
| BOJM2J         | 107766         | 07/11/2025   | 100-115-41002  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 364.00   |
| BOJM2J         | 107766         | 07/11/2025   | 100-115-41003  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 48.30    |
| BOJM2J         | 107766         | 07/11/2025   | 100-116-41002  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 306.00   |
| BOJM2J         | 107766         | 07/11/2025   | 100-116-41003  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 48.30    |
| BOJM2J         | 107766         | 07/11/2025   | 100-221-41002  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 2,117.60 |
| BOJM2J         | 107766         | 07/11/2025   | 100-221-41003  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 354.20   |
| BOJM2J         | 107766         | 07/11/2025   | 100-222-41002  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 662.80   |
| BOJM2J         | 107766         | 07/11/2025   | 100-222-41003  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 112.70   |
| BOJM2J         | 107766         | 07/11/2025   | 100-223-41002  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 1,084.80 |
| BOJM2J         | 107766         | 07/11/2025   | 100-223-41003  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 161.00   |
| BOJM2J         | 107766         | 07/11/2025   | 100-341-41002  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 261.20   |
| BOJM2J         | 107766         | 07/11/2025   | 100-341-41003  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 48.30    |
| BOJM2J         | 107766         | 07/11/2025   | 100-343-41002  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 1,086.40 |
| BOJM2J         | 107766         | 07/11/2025   | 100-343-41003  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 161.00   |
| BOJM2J         | 107766         | 07/11/2025   | 100-465-41002  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 178.40   |
| BOJM2J         | 107766         | 07/11/2025   | 100-465-41003  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 32.20    |
| BOJM2J         | 107766         | 07/11/2025   | 105-221-41002  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 178.40   |
| BOJM2J         | 107766         | 07/11/2025   | 105-221-41003  | DENTAL AND VISION BENEFITS<br>JULY 2025 | 48.30    |

## WARRANT LISTING

Payment Dates: 6/28/2025 - 7/11/2025

| Payable Number                                               | Payment Number | Payment Date | Account Number | Description (Payable)                            | Amount           |
|--------------------------------------------------------------|----------------|--------------|----------------|--------------------------------------------------|------------------|
| BQJM2J                                                       | 107766         | 07/11/2025   | 209-551-41002  | DENTAL AND VISION BENEFITS<br>JULY 2025          | 306.00           |
| BQJM2J                                                       | 107766         | 07/11/2025   | 209-551-41003  | DENTAL AND VISION BENEFITS<br>JULY 2025          | 48.30            |
| BQJM2J                                                       | 107766         | 07/11/2025   | 209-552-41002  | DENTAL AND VISION BENEFITS<br>JULY 2025          | 210.40           |
| BQJM2J                                                       | 107766         | 07/11/2025   | 209-552-41003  | DENTAL AND VISION BENEFITS<br>JULY 2025          | 48.30            |
| BQJM2J                                                       | 107766         | 07/11/2025   | 212-461-41002  | DENTAL AND VISION BENEFITS<br>JULY 2025          | 255.20           |
| BQJM2J                                                       | 107766         | 07/11/2025   | 212-461-41003  | DENTAL AND VISION BENEFITS<br>JULY 2025          | 32.20            |
| BQJM2J                                                       | 107766         | 07/11/2025   | 212-462-41002  | DENTAL AND VISION BENEFITS<br>JULY 2025          | 287.20           |
| BQJM2J                                                       | 107766         | 07/11/2025   | 212-462-41003  | DENTAL AND VISION BENEFITS<br>JULY 2025          | 48.30            |
| BQJM2J                                                       | 107766         | 07/11/2025   | 500-641-41002  | DENTAL AND VISION BENEFITS<br>JULY 2025          | 1,079.20         |
| BQJM2J                                                       | 107766         | 07/11/2025   | 500-641-41003  | DENTAL AND VISION BENEFITS<br>JULY 2025          | 177.10           |
| BQJM2J                                                       | 107766         | 07/11/2025   | 500-642-41002  | DENTAL AND VISION BENEFITS<br>JULY 2025          | 229.20           |
| BQJM2J                                                       | 107766         | 07/11/2025   | 500-642-41003  | DENTAL AND VISION BENEFITS<br>JULY 2025          | 48.30            |
| BQJM2J                                                       | 107766         | 07/11/2025   | 505-119-41002  | DENTAL AND VISION BENEFITS<br>JULY 2025          | 255.20           |
| BQJM2J                                                       | 107766         | 07/11/2025   | 505-119-41003  | DENTAL AND VISION BENEFITS<br>JULY 2025          | 32.20            |
| BQJM2J                                                       | 107766         | 07/11/2025   | 525-118-41003  | DENTAL AND VISION BENEFITS<br>JULY 2025          | 50.80            |
| BQJM2J                                                       | 107766         | 07/11/2025   | 998-20105      | DENTAL AND VISION BENEFITS<br>JULY 2025          | 306.00           |
| BQJM2J                                                       | 107766         | 07/11/2025   | 998-20105      | DENTAL AND VISION BENEFITS<br>JULY 2025          | 127.60           |
| BQJM2J                                                       | 107766         | 07/11/2025   | 998-20106      | DENTAL AND VISION BENEFITS<br>JULY 2025          | 32.20            |
| BQJM2J                                                       | 107766         | 07/11/2025   | 998-20106      | DENTAL AND VISION BENEFITS<br>JULY 2025          | 64.40            |
| <b>Vendor 2835 - BENEFIT COORDINATORS CORPORATION Total:</b> |                |              |                |                                                  | <b>24,156.90</b> |
| <b>Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS</b>       |                |              |                |                                                  |                  |
| 7027321                                                      | 107767         | 07/11/2025   | 209-552-43804  | FOOD PROGRAM PSC                                 | 935.42           |
| 7027322                                                      | 107767         | 07/11/2025   | 209-552-42108  | FOOD PROGRAM PSC                                 | 124.05           |
| 7029370                                                      | 107767         | 07/11/2025   | 209-552-43804  | FOOD PROGRAM PSC                                 | -237.10          |
| 7032410                                                      | 107767         | 07/11/2025   | 209-552-43804  | FOOD PROGRAM PSC                                 | 1,010.81         |
| 7032411                                                      | 107767         | 07/11/2025   | 209-552-42108  | FOOD PROGRAM PSC                                 | 375.15           |
| <b>Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:</b> |                |              |                |                                                  | <b>2,208.33</b>  |
| <b>Vendor: 3056 - CALIFORNIA ENERGY COMMISSION</b>           |                |              |                |                                                  |                  |
| 07012025                                                     | 107768         | 07/11/2025   | 212-462-37180  | INTEREST EARNINGS OVER<br>\$500 AS OF 06302025   | 52.56            |
| <b>Vendor 3056 - CALIFORNIA ENERGY COMMISSION Total:</b>     |                |              |                |                                                  | <b>52.56</b>     |
| <b>Vendor: CAL01 - CALTEST ANALYTICAL LAB</b>                |                |              |                |                                                  |                  |
| 731196                                                       | 107769         | 07/11/2025   | 500-641-44305  | CHEMICALS FOR LAB WPCP                           | 905.35           |
| <b>Vendor CAL01 - CALTEST ANALYTICAL LAB Total:</b>          |                |              |                |                                                  | <b>905.35</b>    |
| <b>Vendor: CDW01 - CDW GOVERNMENT INC.</b>                   |                |              |                |                                                  |                  |
| AE7UT9T                                                      | 107770         | 07/11/2025   | 525-118-47102  | Laptops, Monitors, and Docks<br>for Public Works | 4,365.97         |
| AE7UT9T                                                      | 107770         | 07/11/2025   | 525-118-47102  | Laptops, Monitors, and Docks<br>for Public Works | 1,880.56         |
| AE7UT9T                                                      | 107770         | 07/11/2025   | 525-118-47102  | Laptops, Monitors, and Docks<br>for Public Works | 1,058.33         |
| AE7UT9T                                                      | 107770         | 07/11/2025   | 525-118-47102  | Laptops, Monitors, and Docks<br>for Public Works | 282.22           |

## WARRANT LISTING

Payment Dates: 6/28/2025 - 7/11/2025

| Payable Number                                                       | Payment Number | Payment Date | Account Number | Description (Payable)                              | Amount     |
|----------------------------------------------------------------------|----------------|--------------|----------------|----------------------------------------------------|------------|
| AE7UT9T                                                              | 107770         | 07/11/2025   | 525-118-47102  | Laptops, Monitors, and Docks for Public Works      | 224.90     |
| AE7UT9T                                                              | 107770         | 07/11/2025   | 525-118-47102  | Laptops, Monitors, and Docks for Public Works      | 4.00       |
| AE7UT9T                                                              | 107770         | 07/11/2025   | 525-118-47102  | Laptops, Monitors, and Docks for Public Works      | 196.84     |
| AE7UT9T                                                              | 107770         | 07/11/2025   | 525-118-47102  | Laptops, Monitors, and Docks for Public Works      | 105.54     |
| AE7UT9T                                                              | 107770         | 07/11/2025   | 525-118-47102  | Laptops, Monitors, and Docks for Public Works      | 824.65     |
| AE7UT9T                                                              | 107770         | 07/11/2025   | 525-118-47102  | Laptops, Monitors, and Docks for Public Works      | 40.00      |
| Vendor CDW01 - CDW GOVERNMENT INC. Total:                            |                |              |                |                                                    | 8,983.01   |
| Vendor: CIT08 - CITY MECHANICAL, INC                                 |                |              |                |                                                    |            |
| 116067                                                               | 107771         | 07/11/2025   | 276-343-47201  | HVAC MAINTENANCE MEMORIAL HALL                     | 588.90     |
| 116190                                                               | 107771         | 07/11/2025   | 276-343-47201  | BACK FLOW INSTALLATION SERVICE SWIM CENTER         | 5,519.00   |
| 116191                                                               | 107771         | 07/11/2025   | 276-343-47201  | HYDRONIC BOILER REPAIRS SWIM CENTER                | 3,872.00   |
| 756255                                                               | 107771         | 07/11/2025   | 106-343-47201  | ROOFTOP ELECTRICAL MODIFICATION PSC                | 102,329.10 |
| Vendor CIT08 - CITY MECHANICAL, INC Total:                           |                |              |                |                                                    | 112,309.00 |
| Vendor: 3061 - CLAD                                                  |                |              |                |                                                    |            |
| 355344                                                               | 107772         | 07/11/2025   | 100-345-42108  | DEPOSIT INVOICE FOR MATERIALS REPAIRS AT TENNIS CT | 4,292.36   |
| Vendor 3061 - CLAD Total:                                            |                |              |                |                                                    | 4,292.36   |
| Vendor: COL02 - COLE-PARMER INSTRUMENT CO                            |                |              |                |                                                    |            |
| 4026949                                                              | 107773         | 07/11/2025   | 500-641-44305  | LAB SUPPLIES WPCP                                  | 864.66     |
| Vendor COL02 - COLE-PARMER INSTRUMENT CO Total:                      |                |              |                |                                                    | 864.66     |
| Vendor: COM20 - COMCAST                                              |                |              |                |                                                    |            |
| 0050875-06182025                                                     | 107774         | 07/11/2025   | 525-118-43105  | CABLE CH                                           | 34.54      |
| 0413784-06182025                                                     | 107774         | 07/11/2025   | 525-118-43106  | TINY TOTS INTERNET                                 | 191.44     |
| 0433782-05192025                                                     | 107774         | 07/11/2025   | 505-119-43105  | CABLE PCTV 052425-06232025                         | 182.29     |
| 0433782-06192025                                                     | 107774         | 07/11/2025   | 505-119-43105  | CABLE PCTV STUDIO                                  | 169.57     |
| Vendor COM20 - COMCAST Total:                                        |                |              |                |                                                    | 577.84     |
| Vendor: COM23 - COMMUNICATION SERVICE CO.                            |                |              |                |                                                    |            |
| 420444S                                                              | 107775         | 07/11/2025   | 209-552-42108  | TROUBLE SHOOT REPAIRS WITH DUCT DETECTORS PSC      | 520.32     |
| Vendor COM23 - COMMUNICATION SERVICE CO. Total:                      |                |              |                |                                                    | 520.32     |
| Vendor: CON44 - CONTINENTAL ELECTRIC                                 |                |              |                |                                                    |            |
| CEI 13471                                                            | 107776         | 07/11/2025   | 276-345-47203  | REPAIRS TO MAIN PANEL AT FERNANDEZ PARK            | 875.50     |
| Vendor CON44 - CONTINENTAL ELECTRIC Total:                           |                |              |                |                                                    | 875.50     |
| Vendor: CON09 - CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT         |                |              |                |                                                    |            |
| FY2425-MAY                                                           | 107777         | 07/11/2025   | 100-231-42101  | FIRE PROTECTION SERVICES MAY 2025                  | 231,797.19 |
| FY2425-MAY                                                           | 107777         | 07/11/2025   | 105-231-42101  | FIRE PROTECTION SERVICES MAY 2025                  | 119,169.07 |
| FY2425-MAY                                                           | 107777         | 07/11/2025   | 106-231-42101  | FIRE PROTECTION SERVICES MAY 2025                  | 110,670.07 |
| Vendor CON09 - CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT Total:   |                |              |                |                                                    | 461,636.33 |
| Vendor: CON10 - CONTRA COSTA COUNTY POLICE CHIEFS' ASSOCIATION       |                |              |                |                                                    |            |
| 25-17                                                                | 107778         | 07/11/2025   | 100-221-42401  | FY 25/26 MEMBERSHIP DUES                           | 775.00     |
| Vendor CON10 - CONTRA COSTA COUNTY POLICE CHIEFS' ASSOCIATION Total: |                |              |                |                                                    | 775.00     |
| Vendor: 1445 - CORTEZ TIRES AND AUTO REPAIR                          |                |              |                |                                                    |            |
| 28741                                                                | 107779         | 07/11/2025   | 100-221-42107  | OIL CHANGE VALVE BRACKET HOSE PD                   | 744.33     |
| 28745                                                                | 107779         | 07/11/2025   | 100-221-42107  | OIL CHANGE PD                                      | 93.88      |

## WARRANT LISTING

Payment Dates: 6/28/2025 - 7/11/2025

| Payable Number                                               | Payment Number | Payment Date | Account Number | Description (Payable)                              | Amount    |
|--------------------------------------------------------------|----------------|--------------|----------------|----------------------------------------------------|-----------|
| 28957                                                        | 107779         | 07/11/2025   | 100-221-42107  | OIL CHANGE PD                                      | 50.00     |
| Vendor 1445 - CORTEZ TIRES AND AUTO REPAIR Total:            |                |              |                |                                                    | 888.21    |
| Vendor: 2080 - CSW-STUBER-STROEH ENGINEERING GROUP INC       |                |              |                |                                                    |           |
| 2412094                                                      | 107780         | 07/11/2025   | 106-343-42101  | BROADBAND OPPORTUNITIES ASSESSMENT                 | 518.00    |
| Vendor 2080 - CSW-STUBER-STROEH ENGINEERING GROUP INC Total: |                |              |                |                                                    | 518.00    |
| Vendor: SNE01 - DAVID SNELL                                  |                |              |                |                                                    |           |
| 06262025                                                     | 107781         | 07/11/2025   | 525-118-43106  | STARLINK REMOTE INTERNET FOR CAR SHOW BOOTH        | 48.77     |
| Vendor SNE01 - DAVID SNELL Total:                            |                |              |                |                                                    | 48.77     |
| Vendor: 2745 - DEVIN MURPHY                                  |                |              |                |                                                    |           |
| 07022025                                                     | 107782         | 07/11/2025   | 100-110-42302  | NLC CONGRESSIONAL CONFERENCE 03/10-3/12/25 REIMBUR | 2,705.60  |
| 07022025-1                                                   | 107782         | 07/11/2025   | 100-110-42302  | FLIGHT & UBERS FOR THE YEO CONF 04/30-05/04/25     | 831.55    |
| 07022025-2                                                   | 107782         | 07/11/2025   | 100-110-42301  | REGISTRATION EAST BAY GLOBAL REIMB 06/10/2025      | 55.20     |
| 07072025                                                     | 107782         | 07/11/2025   | 100-110-42301  | CLEAN ENERGY LEADERSHIP REIMBUR 06/01-06/30/25     | 2,000.00  |
| Vendor 2745 - DEVIN MURPHY Total:                            |                |              |                |                                                    | 5,592.35  |
| Vendor: 3004 - DIANA GALINDO                                 |                |              |                |                                                    |           |
| 06302025                                                     | 107783         | 07/11/2025   | 100-221-42302  | MILEAGE REIMBURSEMENT POLICE ACADEMY               | 39.20     |
| Vendor 3004 - DIANA GALINDO Total:                           |                |              |                |                                                    | 39.20     |
| Vendor: 1443 - DIESEL DIRECT WEST, INC.                      |                |              |                |                                                    |           |
| 86626501                                                     | 107784         | 07/11/2025   | 100-10601      | GASOLINE UNL                                       | 2,192.03  |
| 86634447                                                     | 107784         | 07/11/2025   | 100-10601      | GASOLINE UNL                                       | 1,611.56  |
| Vendor 1443 - DIESEL DIRECT WEST, INC. Total:                |                |              |                |                                                    | 3,803.59  |
| Vendor: 2480 - DTS LANGUAGE SERVICES, INC.                   |                |              |                |                                                    |           |
| I-0018797                                                    | 107785         | 07/11/2025   | 100-465-42101  | INTERPRETING SERVICES CODE ENFORCEMENT             | 15.08     |
| Vendor 2480 - DTS LANGUAGE SERVICES, INC. Total:             |                |              |                |                                                    | 15.08     |
| Vendor: EBM01 - EBMUD                                        |                |              |                |                                                    |           |
| 303032-06242025                                              | 107786         | 07/11/2025   | 310-348-43102  | 2677 Pinole Valley Rd--Irrigation Use Only         | 177.64    |
| 388057-06242025                                              | 107786         | 07/11/2025   | 100-343-43102  | 1960 Sarah Dr--Irrigation Use Only                 | 306.46    |
| 435474-06202025                                              | 107786         | 07/11/2025   | 100-343-43102  | 2937 Pinole Valley Rd--Tennis Court Restrooms      | 78.58     |
| 435748-06162025                                              | 107786         | 07/11/2025   | 209-553-43102  | 2454 SIMAS AVE-TINY TOTS                           | 47.60     |
| 435748-06162025                                              | 107786         | 07/11/2025   | 209-557-43102  | 2454 SIMAS AVE-TINY TOTS                           | 1,539.02  |
| Vendor EBM01 - EBMUD Total:                                  |                |              |                |                                                    | 2,149.30  |
| Vendor: 2853 - EVERON, LLC                                   |                |              |                |                                                    |           |
| 158819550                                                    | 107788         | 07/11/2025   | 209-554-47201  | INSTALLATION ACCESS CONTROL MAINT                  | 6,264.44  |
| SC-892134401                                                 | 107787         | 07/11/2025   | 100-116-42201  | INSTALATION CHARGE                                 | 710.00    |
| Vendor 2853 - EVERON, LLC Total:                             |                |              |                |                                                    | 6,974.44  |
| Vendor: 1612 - FIRST VANGUARD RENTALS & SALES                |                |              |                |                                                    |           |
| 1-513853                                                     | 107789         | 07/11/2025   | 100-342-47101  | Purchase of 36" Roller                             | 22,625.21 |
| Vendor 1612 - FIRST VANGUARD RENTALS & SALES Total:          |                |              |                |                                                    | 22,625.21 |
| Vendor: 3060 - FLYERS ENERGY, LLC.                           |                |              |                |                                                    |           |
| 25-401109                                                    | 107790         | 07/11/2025   | 500-641-44306  | MOBIL PEGASUS 710 WPCP                             | 1,552.68  |
| Vendor 3060 - FLYERS ENERGY, LLC. Total:                     |                |              |                |                                                    | 1,552.68  |
| Vendor: 2921 - FORD PRO                                      |                |              |                |                                                    |           |
| INV36015998                                                  | 107791         | 07/11/2025   | 100-221-42107  | FORD TELEMATICS LAW ENFORCEMENT PD                 | 80.00     |
| Vendor 2921 - FORD PRO Total:                                |                |              |                |                                                    | 80.00     |

## WARRANT LISTING

Payment Dates: 6/28/2025 - 7/11/2025

| Payable Number                                                           | Payment Number | Payment Date | Account Number | Description (Payable)                             | Amount          |
|--------------------------------------------------------------------------|----------------|--------------|----------------|---------------------------------------------------|-----------------|
| <b>Vendor: FOR02 - FORENSIC SERVICES DIVISION</b>                        |                |              |                |                                                   |                 |
| PINPD-2505                                                               | 107792         | 07/11/2025   | 100-222-42101  | BILLABLE SERVICES BREATH ALCOHOL, FIREARMS, BLOOD | 6,087.50        |
| PINPD-2505-SUPP                                                          | 107792         | 07/11/2025   | 100-222-42101  | BLOOD WITHDRAWAL SERVICES PD                      | 123.90          |
| <b>Vendor FOR02 - FORENSIC SERVICES DIVISION Total:</b>                  |                |              |                |                                                   | <b>6,211.40</b> |
| <b>Vendor: 2457 - GEOLINKS</b>                                           |                |              |                |                                                   |                 |
| BD0247640                                                                | 107793         | 07/11/2025   | 525-118-43106  | CORP YARD / WPCP INTERNET                         | 499.00          |
| <b>Vendor 2457 - GEOLINKS Total:</b>                                     |                |              |                |                                                   | <b>499.00</b>   |
| <b>Vendor: GLO08 - GLOBALSTAR</b>                                        |                |              |                |                                                   |                 |
| 000000093202907                                                          | 107794         | 07/11/2025   | 525-118-43101  | DATA SEARCH PD                                    | 135.05          |
| <b>Vendor GLO08 - GLOBALSTAR Total:</b>                                  |                |              |                |                                                   | <b>135.05</b>   |
| <b>Vendor: 3057 - GWEN LUCCHESI</b>                                      |                |              |                |                                                   |                 |
| 07032025                                                                 | 107795         | 07/11/2025   | 209-20308      | SECURITY DEPOSIT RENTAL PSC MAIN HALL 06282025    | 845.00          |
| <b>Vendor 3057 - GWEN LUCCHESI Total:</b>                                |                |              |                |                                                   | <b>845.00</b>   |
| <b>Vendor: 2280 - HERCULES TREE SERVICE LANDSCAPE CONSTRUCTION</b>       |                |              |                |                                                   |                 |
| 6041                                                                     | 107796         | 07/11/2025   | 500-642-47201  | REMOVAL OF WILLOW END OF PINON                    | 2,200.00        |
| <b>Vendor 2280 - HERCULES TREE SERVICE LANDSCAPE CONSTRUCTION Total:</b> |                |              |                |                                                   | <b>2,200.00</b> |
| <b>Vendor: IMA01 - IMAGE SALES, INC.</b>                                 |                |              |                |                                                   |                 |
| 0078725-IN                                                               | 107797         | 07/11/2025   | 100-221-42201  | ID CARD AND BADGES PD                             | 24.92           |
| <b>Vendor IMA01 - IMAGE SALES, INC. Total:</b>                           |                |              |                |                                                   | <b>24.92</b>    |
| <b>Vendor: JWE01 - J. W. ENTERPRISES - NORTH</b>                         |                |              |                |                                                   |                 |
| 266926                                                                   | 107798         | 07/11/2025   | 100-551-42511  | PORTABLE TOILET RENTALS                           | 144.83          |
| <b>Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:</b>                   |                |              |                |                                                   | <b>144.83</b>   |
| <b>Vendor: COR15 - JACQUELINE L CORL-SEIDEL</b>                          |                |              |                |                                                   |                 |
| JUNE 2025                                                                | 107799         | 07/11/2025   | 209-552-43802  | INSTRUCTOR FEE JUNE 2025 PSC                      | 810.60          |
| <b>Vendor COR15 - JACQUELINE L CORL-SEIDEL Total:</b>                    |                |              |                |                                                   | <b>810.60</b>   |
| <b>Vendor: 1611 - JANICE M. BYER</b>                                     |                |              |                |                                                   |                 |
| JUNE 2025                                                                | 107800         | 07/11/2025   | 209-552-43802  | INSTRUCTOR FEE JUNE 2025 PSC                      | 900.00          |
| <b>Vendor 1611 - JANICE M. BYER Total:</b>                               |                |              |                |                                                   | <b>900.00</b>   |
| <b>Vendor: JAN92 - JAN-PRO OF THE GREATER BAY AREA</b>                   |                |              |                |                                                   |                 |
| 29579                                                                    | 107801         | 07/11/2025   | 209-553-42108  | DEEP CLEAN SERVICE DAY 06212025 TINY TOTS         | 650.00          |
| 29681                                                                    | 107801         | 07/11/2025   | 209-554-42108  | JANITORIAL SERVICES JULY 2025                     | 497.63          |
| 29682                                                                    | 107801         | 07/11/2025   | 209-552-42108  | JANITORIAL SERVICES JULY 2025 PSC                 | 460.48          |
| 29683                                                                    | 107801         | 07/11/2025   | 209-552-43810  | JANITORIAL SERVICES JULY 2025 KITCHEN PSC         | 442.56          |
| 29684                                                                    | 107801         | 07/11/2025   | 209-553-42108  | JANITORIAL SERVICES JULY 2025 TINY TOTS           | 531.51          |
| <b>Vendor JAN92 - JAN-PRO OF THE GREATER BAY AREA Total:</b>             |                |              |                |                                                   | <b>2,582.18</b> |
| <b>Vendor: 3053 - JOSE LUIS GRAY</b>                                     |                |              |                |                                                   |                 |
| 0630025                                                                  | 107802         | 07/11/2025   | 100-221-42302  | MILEAGE REIMBURSEMENT POLICE ACADEMY PD           | 496.44          |
| 07082025                                                                 | 107802         | 07/11/2025   | 100-221-44410  | DUTY BELT FOR ACADEMY                             | 79.33           |
| <b>Vendor 3053 - JOSE LUIS GRAY Total:</b>                               |                |              |                |                                                   | <b>575.77</b>   |
| <b>Vendor: ROG06 - JUSTIN ROGERS</b>                                     |                |              |                |                                                   |                 |
| 06182025                                                                 | 107803         | 07/11/2025   | 100-221-42303  | MEAL ALLOWANCE ADVANCED LONG RANGE RIFLE TRAINI   | 208.00          |
| <b>Vendor ROG06 - JUSTIN ROGERS Total:</b>                               |                |              |                |                                                   | <b>208.00</b>   |

## WARRANT LISTING

Payment Dates: 6/28/2025 - 7/11/2025

| Payable Number                                             | Payment Number | Payment Date | Account Number | Description (Payable)                              | Amount            |
|------------------------------------------------------------|----------------|--------------|----------------|----------------------------------------------------|-------------------|
| <b>Vendor: 2954 - K.J. WOODS CONSTRUCTION, INC.</b>        |                |              |                |                                                    |                   |
| 24-42407                                                   | 107804         | 07/11/2025   | 500-642-47201  | CONSTRUCTION FOR PINON TRUNK SEWER PHASE 2         | 459,727.71        |
| <b>Vendor 2954 - K.J. WOODS CONSTRUCTION, INC. Total:</b>  |                |              |                |                                                    | <b>459,727.71</b> |
| <b>Vendor: KEL09 - KELLER CANYON LANDFILL</b>              |                |              |                |                                                    |                   |
| 4212-000034159                                             | 107805         | 07/11/2025   | 500-641-44302  | SLUDGE REMOVAL WPCP                                | 4,156.58          |
| <b>Vendor KEL09 - KELLER CANYON LANDFILL Total:</b>        |                |              |                |                                                    | <b>4,156.58</b>   |
| <b>Vendor: KIM01 - KIMBALL MIDWEST</b>                     |                |              |                |                                                    |                   |
| 103369730                                                  | 107806         | 07/11/2025   | 500-642-42514  | ULTRA BOND MECHANIX GLOVES                         | 299.04            |
| 103428664                                                  | 107806         | 07/11/2025   | 500-642-42514  | OIL ABSORB PADS                                    | 160.20            |
| <b>Vendor KIM01 - KIMBALL MIDWEST Total:</b>               |                |              |                |                                                    | <b>459.24</b>     |
| <b>Vendor: KNO03 - KNORR SYSTEMS, INC.</b>                 |                |              |                |                                                    |                   |
| 274090                                                     | 107807         | 07/11/2025   | 209-557-42108  | REPAIRS ON PUMP SWIM CENTER                        | 933.00            |
| <b>Vendor KNO03 - KNORR SYSTEMS, INC. Total:</b>           |                |              |                |                                                    | <b>933.00</b>     |
| <b>Vendor: KUB00 - KUBWATER RESOURCES, INC.</b>            |                |              |                |                                                    |                   |
| 13164                                                      | 107808         | 07/11/2025   | 500-641-44303  | ZETAG BAGS WPCP                                    | 26,172.72         |
| <b>Vendor KUB00 - KUBWATER RESOURCES, INC. Total:</b>      |                |              |                |                                                    | <b>26,172.72</b>  |
| <b>Vendor: LAN15 - LANGUAGE LINE SERVICES</b>              |                |              |                |                                                    |                   |
| 11650673                                                   | 107809         | 07/11/2025   | 100-223-42101  | OVER THE PHONE INTERPRETATION PD                   | 109.04            |
| <b>Vendor LAN15 - LANGUAGE LINE SERVICES Total:</b>        |                |              |                |                                                    | <b>109.04</b>     |
| <b>Vendor: LEX03 - LEXIPOL, LLC</b>                        |                |              |                |                                                    |                   |
| INVPM11255459                                              | 107810         | 07/11/2025   | 100-221-42510  | ANNUAL SUBSCRIPTION 07012025-06302026 PD           | 8,250.00          |
| INVPR11254930                                              | 107810         | 07/11/2025   | 100-221-42510  | POLICE ONE ACADEMY ANNUAL RATE 0701-063026         | 6,229.96          |
| <b>Vendor LEX03 - LEXIPOL, LLC Total:</b>                  |                |              |                |                                                    | <b>14,479.96</b>  |
| <b>Vendor: 1253 - LIL' FROG CREATIONS</b>                  |                |              |                |                                                    |                   |
| 1209                                                       | 107811         | 07/11/2025   | 209-551-42515  | SUMMER MOVIES / CONCERTS BANNERS                   | 286.20            |
| 1212                                                       | 107811         | 07/11/2025   | 209-552-43809  | NEWLETTER PRINTING PSC JUNE 2025                   | 371.45            |
| 1213                                                       | 107811         | 07/11/2025   | 209-551-42515  | PRINT POSTERS FOR 4TH OF JULY EVENT                | 228.22            |
| <b>Vendor 1253 - LIL' FROG CREATIONS Total:</b>            |                |              |                |                                                    | <b>885.87</b>     |
| <b>Vendor: 1152 - MARIA PICAZO</b>                         |                |              |                |                                                    |                   |
| 07072025                                                   | 107812         | 07/11/2025   | 209-551-42515  | FACE PAINTERS AND JUGGLERS FOR ENTERTAINMENT       | 1,700.00          |
| <b>Vendor 1152 - MARIA PICAZO Total:</b>                   |                |              |                |                                                    | <b>1,700.00</b>   |
| <b>Vendor: MCM05 - MCMASTER-CARR SUPPLY CO.</b>            |                |              |                |                                                    |                   |
| 47152617                                                   | 107813         | 07/11/2025   | 500-641-44306  | 3 FT LONG HOSE FOR HAND PUMP WPCP                  | 89.45             |
| <b>Vendor MCM05 - MCMASTER-CARR SUPPLY CO. Total:</b>      |                |              |                |                                                    | <b>89.45</b>      |
| <b>Vendor: MOT01 - MOTOROLA SOLUTIONS, INC.</b>            |                |              |                |                                                    |                   |
| 1411177921                                                 | 107814         | 07/11/2025   | 100-221-42106  | DEVICE LICENSE FEE AND HOSTED SUBS 05012025-043026 | 4,914.00          |
| <b>Vendor MOT01 - MOTOROLA SOLUTIONS, INC. Total:</b>      |                |              |                |                                                    | <b>4,914.00</b>   |
| <b>Vendor: 2466 - MUNICIPAL RESOURCE GROUP, LLC.</b>       |                |              |                |                                                    |                   |
| 250660                                                     | 107815         | 07/11/2025   | 100-111-42201  | GOVERNANCE HANDBOOK MAY 2025                       | 562.50            |
| <b>Vendor 2466 - MUNICIPAL RESOURCE GROUP, LLC. Total:</b> |                |              |                |                                                    | <b>562.50</b>     |
| <b>Vendor: 2740 - OCV, LLC.</b>                            |                |              |                |                                                    |                   |
| 2024-1936                                                  | 107816         | 07/11/2025   | 525-118-42106  | MOBILE APP ANNUAL RENEWAL 08312025-08302026        | 9,990.00          |
| <b>Vendor 2740 - OCV, LLC. Total:</b>                      |                |              |                |                                                    | <b>9,990.00</b>   |

## WARRANT LISTING

Payment Dates: 6/28/2025 - 7/11/2025

| Payable Number                                         | Payment Number | Payment Date | Account Number | Description (Payable)                             | Amount          |
|--------------------------------------------------------|----------------|--------------|----------------|---------------------------------------------------|-----------------|
| <b>Vendor: 3059 - OMG NATIONAL</b>                     |                |              |                |                                                   |                 |
| N1096575                                               | 107817         | 07/11/2025   | 100-222-42514  | SUPPLIES FOR NNO                                  | 4,191.56        |
| <b>Vendor 3059 - OMG NATIONAL Total:</b>               |                |              |                |                                                   | <b>4,191.56</b> |
| <b>Vendor: O'R01 - O'REILLY AUTOMOTIVE, INC</b>        |                |              |                |                                                   |                 |
| JUNE 2025                                              | 107818         | 07/11/2025   | 100-343-44306  | CITYWIDE PURCHASES                                | 46.17           |
| JUNE 2025                                              | 107818         | 07/11/2025   | 100-343-44306  | CITYWIDE PURCHASES                                | 64.99           |
| JUNE 2025                                              | 107818         | 07/11/2025   | 100-343-44306  | CITYWIDE PURCHASES                                | 65.79           |
| JUNE 2025                                              | 107818         | 07/11/2025   | 100-343-44306  | CITYWIDE PURCHASES                                | 102.43          |
| JUNE 2025                                              | 107818         | 07/11/2025   | 100-343-44306  | CITYWIDE PURCHASES                                | 10.02           |
| JUNE 2025                                              | 107818         | 07/11/2025   | 100-343-44306  | CITYWIDE PURCHASES                                | 201.97          |
| <b>Vendor O'R01 - O'REILLY AUTOMOTIVE, INC Total:</b>  |                |              |                |                                                   | <b>491.37</b>   |
| <b>Vendor: OYE02 - OYE PRODUCTIONS</b>                 |                |              |                |                                                   |                 |
| 071025                                                 | 107819         | 07/11/2025   | 209-551-42515  | BAND FEE FOR JULY 10, 2025                        | 1,500.00        |
| <b>Vendor OYE02 - OYE PRODUCTIONS Total:</b>           |                |              |                |                                                   | <b>1,500.00</b> |
| <b>Vendor: 1469 - PAN-PACIFIC SUPPLY COMPANY</b>       |                |              |                |                                                   |                 |
| 29618245                                               | 107820         | 07/11/2025   | 500-641-44306  | TACO ONE WAY VALVE WPCP                           | 1,802.16        |
| <b>Vendor 1469 - PAN-PACIFIC SUPPLY COMPANY Total:</b> |                |              |                |                                                   | <b>1,802.16</b> |
| <b>Vendor: PGE01 - PG&amp;E</b>                        |                |              |                |                                                   |                 |
| 0081-06162025                                          | 107821         | 07/11/2025   | 200-342-43103  | 2501 SAN PABLO AVE TRAFFIC CONTROLLER             | 119.25          |
| 0209-06162025                                          | 107821         | 07/11/2025   | 200-342-43103  | S/E CORNER SAN PABLO AVE & TENNENT TRAFFIC SIGNAL | 134.31          |
| 0217-06132025                                          | 107821         | 07/11/2025   | 100-345-43103  | TENNENT & PARK ST CLUB HOUSE                      | 5.62            |
| 0466-06162025                                          | 107821         | 07/11/2025   | 209-554-43103  | 635 TENNENT AVE YOUTH CTR/CATV                    | 134.26          |
| 0466-06162025                                          | 107821         | 07/11/2025   | 505-119-43103  | 635 TENNENT AVE YOUTH CTR/CATV                    | 201.40          |
| 0923-06132025                                          | 107821         | 07/11/2025   | 100-110-43103  | 2131 PEAR ST                                      | 154.55          |
| 0923-06132025                                          | 107821         | 07/11/2025   | 100-111-43103  | 2131 PEAR ST                                      | 203.35          |
| 0923-06132025                                          | 107821         | 07/11/2025   | 100-112-43103  | 2131 PEAR ST                                      | 223.69          |
| 0923-06132025                                          | 107821         | 07/11/2025   | 100-115-43103  | 2131 PEAR ST                                      | 557.18          |
| 0923-06132025                                          | 107821         | 07/11/2025   | 100-116-43103  | 2131 PEAR ST                                      | 162.68          |
| 0923-06132025                                          | 107821         | 07/11/2025   | 100-117-43103  | 2131 PEAR ST                                      | 1,809.82        |
| 0923-06132025                                          | 107821         | 07/11/2025   | 100-343-43103  | 2131 PEAR ST                                      | 3,371.53        |
| 0923-06132025                                          | 107821         | 07/11/2025   | 200-342-43103  | 2131 PEAR ST                                      | 589.72          |
| 0923-06132025                                          | 107821         | 07/11/2025   | 212-461-43103  | 2131 PEAR ST                                      | 244.02          |
| 0923-06132025                                          | 107821         | 07/11/2025   | 212-462-43103  | 2131 PEAR ST                                      | 614.12          |
| 0923-06132025                                          | 107821         | 07/11/2025   | 285-464-43103  | 2131 PEAR ST                                      | 203.35          |
| 1121-06172025                                          | 107821         | 07/11/2025   | 200-342-43103  | DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT       | 119.25          |
| 1156-06102025                                          | 107821         | 07/11/2025   | 209-554-43103  | 635 TENNENT AVE YOUTH CTR/CATV                    | 27.71           |
| 1156-06102025                                          | 107821         | 07/11/2025   | 505-119-43103  | 635 TENNENT AVE YOUTH CTR/CATV                    | 41.57           |
| 1233-06172025                                          | 107821         | 07/11/2025   | 200-342-43103  | SAN PABLO AVE TRAFFIC SIGNAL                      | 128.49          |
| 1462-06102025                                          | 107821         | 07/11/2025   | 209-552-43103  | 2500 CHARLES ST SENIOR CENTER                     | 218.47          |
| 1801-06062025                                          | 107821         | 07/11/2025   | 209-553-43103  | 2454 SIMAS AVE REC CTR & POOL                     | 26.30           |
| 2222-06242025                                          | 107821         | 07/11/2025   | 100-345-43103  | STREET AND HIGHWAY LIGHTING                       | 49.39           |
| 2222-06242025                                          | 107821         | 07/11/2025   | 200-342-43103  | STREET AND HIGHWAY LIGHTING                       | 18,950.91       |
| 2222-06242025                                          | 107821         | 07/11/2025   | 310-347-43103  | STREET AND HIGHWAY LIGHTING                       | 280.00          |
| 2222-06242025                                          | 107821         | 07/11/2025   | 310-348-43103  | STREET AND HIGHWAY LIGHTING                       | 400.00          |
| 2620-06172025                                          | 107821         | 07/11/2025   | 200-342-43103  | N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG | 164.81          |

## WARRANT LISTING

Payment Dates: 6/28/2025 - 7/11/2025

| Payable Number                                                  | Payment Number | Payment Date | Account Number | Description (Payable)                              | Amount           |
|-----------------------------------------------------------------|----------------|--------------|----------------|----------------------------------------------------|------------------|
| 2793-06162025                                                   | 107821         | 07/11/2025   | 200-342-43103  | 1451 FITZGERALD DR TRAFFIC SIGNAL                  | 128.76           |
| 3311-06162025                                                   | 107821         | 07/11/2025   | 200-342-43103  | PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER        | 168.28           |
| 3537-06132025                                                   | 107821         | 07/11/2025   | 100-343-43103  | 659 TENNENT AVE PARKING LOT LIGHTS                 | 58.45            |
| 3850-06132025                                                   | 107821         | 07/11/2025   | 100-345-43103  | 601 TENNENT AVE CARETAKER'S SHED                   | 91.46            |
| 3914-06132025                                                   | 107821         | 07/11/2025   | 100-345-43103  | FERNANDEZ PARK BALLPARK LIGHTING                   | 112.97           |
| 4065-06132025                                                   | 107821         | 07/11/2025   | 100-343-43103  | 2937 PINOLE VALLEY RD TENNIS CT LIGHTS             | 294.78           |
| 4193-06162025                                                   | 107821         | 07/11/2025   | 200-342-43103  | HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER         | 89.12            |
| 4612-06132025                                                   | 107821         | 07/11/2025   | 201-343-43103  | 2100 SAN PABLO AVE FARIA HOUSE                     | 37.11            |
| 5127-06162025                                                   | 107821         | 07/11/2025   | 500-642-43103  | 893 1/2 SAN PABLO AVE PUMP STATION                 | 267.62           |
| 5137-06132025                                                   | 107821         | 07/11/2025   | 209-557-43103  | 2450 SIMAS AVE SWIM CTR                            | 60.09            |
| 5374-06162025                                                   | 107821         | 07/11/2025   | 200-342-43103  | 1220 PINOLE VALLEY RD TRAFFIC SIGNAL               | 160.54           |
| 5387-06162025                                                   | 107821         | 07/11/2025   | 100-345-43103  | 588 MARLESTA RD LOUIS FRANCIS PARK                 | 53.63            |
| 6969-06132025                                                   | 107821         | 07/11/2025   | 201-343-43103  | 2361 SAN PABLO AVE PARKING LOT LIGHTS              | 138.73           |
| 7114-06162025                                                   | 107821         | 07/11/2025   | 200-342-43103  | 2429 SAN PABLO AVE                                 | 154.37           |
| 7186-06102025                                                   | 107821         | 07/11/2025   | 100-343-43103  | 601 TENNENT AVE PUBLIC MEETING HALL                | 8.65             |
| 8086-06162025                                                   | 107821         | 07/11/2025   | 200-342-43103  | N/S BORDER CITY OF PINOLE                          | 106.51           |
| 8687-06172025                                                   | 107821         | 07/11/2025   | 200-342-43103  | FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL | 159.78           |
| 9824-06162025                                                   | 107821         | 07/11/2025   | 310-347-43103  | 1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC          | 161.70           |
| 9985-06132025                                                   | 107821         | 07/11/2025   | 201-343-43103  | NEAR 795 FERNANDEZ PARKING LOT LIGHTS              | 117.64           |
| <b>Vendor PGE01 - PG&amp;E Total:</b>                           |                |              |                |                                                    | <b>31,505.94</b> |
| <b>Vendor: 1009 - PRECISION IT CONSULTING</b>                   |                |              |                |                                                    |                  |
| 15328                                                           | 107824         | 07/11/2025   | 525-118-47106  | CA E-WASTE FEE AND LAPTOP, MONITORS                | 3,081.45         |
| 15335                                                           | 107824         | 07/11/2025   | 525-118-47106  | LAPTOPS FOR CDD INTERNS                            | 4,760.45         |
| 15336                                                           | 107824         | 07/11/2025   | 722-20403      | MOBILE WORKSTATION                                 | 2,647.78         |
| <b>Vendor 1009 - PRECISION IT CONSULTING Total:</b>             |                |              |                |                                                    | <b>10,489.68</b> |
| <b>Vendor: 2388 - PRESTIGE PRINTING AND GRAPHICS</b>            |                |              |                |                                                    |                  |
| 102989                                                          | 107825         | 07/11/2025   | 100-341-42201  | BUSINESS CARDS FOR BINGAMAN                        | 115.79           |
| 103052                                                          | 107825         | 07/11/2025   | 505-119-42201  | PCTV BUSINESS CARDS                                | 127.08           |
| 103183                                                          | 107825         | 07/11/2025   | 100-110-42514  | GOLD FOIL BUSINESS CARDS MURPHY                    | 85.92            |
| 103420                                                          | 107825         | 07/11/2025   | 100-221-42201  | BUSINESS CARDS PD                                  | 1,190.70         |
| <b>Vendor 2388 - PRESTIGE PRINTING AND GRAPHICS Total:</b>      |                |              |                |                                                    | <b>1,519.49</b>  |
| <b>Vendor: PRI18 - PRIORITY 1 PUBLIC SAFETY EQUIPMENT</b>       |                |              |                |                                                    |                  |
| 10349                                                           | 107826         | 07/11/2025   | 100-221-42107  | REMOVE ALL EMERGENCY EQUIPMENT FROM WRECKED CAR    | 800.00           |
| <b>Vendor PRI18 - PRIORITY 1 PUBLIC SAFETY EQUIPMENT Total:</b> |                |              |                |                                                    | <b>800.00</b>    |
| <b>Vendor: 2985 - PURETEC INDUSTRIAL WATER</b>                  |                |              |                |                                                    |                  |
| 2311447                                                         | 107827         | 07/11/2025   | 500-641-44305  | WPCP LAB DI WATER SYSTEM WPCP                      | 48.00            |
| <b>Vendor 2985 - PURETEC INDUSTRIAL WATER Total:</b>            |                |              |                |                                                    | <b>48.00</b>     |
| <b>Vendor: 2783 - READYFRESH</b>                                |                |              |                |                                                    |                  |
| 05F6709280711                                                   | 107828         | 07/11/2025   | 505-119-42201  | WATER PCTV                                         | 28.81            |



## WARRANT LISTING

Payment Dates: 6/28/2025 - 7/11/2025

| Payable Number                                                             | Payment Number | Payment Date | Account Number | Description (Payable)                                 | Amount    |
|----------------------------------------------------------------------------|----------------|--------------|----------------|-------------------------------------------------------|-----------|
| 15F6708050237                                                              | 107828         | 07/11/2025   | 100-111-42201  | WATER CH                                              | 147.23    |
| Vendor 2783 - READYFRESH Total:                                            |                |              |                |                                                       | 176.04    |
| Vendor: 3058 - ROCHELLE OMPOK                                              |                |              |                |                                                       |           |
| 07032025                                                                   | 107829         | 07/11/2025   | 209-20308      | SECURITY DEPOSIT REFUND<br>RENTAL MAIN HALL PSC 0628  | 282.00    |
| Vendor 3058 - ROCHELLE OMPOK Total:                                        |                |              |                |                                                       | 282.00    |
| Vendor: ROS08 - RSG, INC.                                                  |                |              |                |                                                       |           |
| 13594                                                                      | 107830         | 07/11/2025   | 285-464-42101  | COMPLIANCE MONITORING<br>FY24-25                      | 1,065.00  |
| 13664                                                                      | 107830         | 07/11/2025   | 285-464-42101  | HOUSING POLICY AND IN -LIEU<br>FEE STUDY              | 4,233.75  |
| Vendor ROS08 - RSG, INC. Total:                                            |                |              |                |                                                       | 5,298.75  |
| Vendor: 2632 - SHIPLEY POOL SERVICE                                        |                |              |                |                                                       |           |
| 12984                                                                      | 107831         | 07/11/2025   | 209-557-42101  | POOL MONTHLY SERVICE                                  | 3,691.19  |
| Vendor 2632 - SHIPLEY POOL SERVICE Total:                                  |                |              |                |                                                       | 3,691.19  |
| Vendor: 2688 - SHUMS CODA ASSOCIATES, INC.                                 |                |              |                |                                                       |           |
| 11148                                                                      | 107832         | 07/11/2025   | 212-462-42101  | PLAN REVIEW SERVICES MAY<br>2025                      | 4,203.23  |
| Vendor 2688 - SHUMS CODA ASSOCIATES, INC. Total:                           |                |              |                |                                                       | 4,203.23  |
| Vendor: 2849 - SKYRUNNER DRONE LIGHT SHOWS LLC.                            |                |              |                |                                                       |           |
| 2515-2                                                                     | 107833         | 07/11/2025   | 209-551-42515  | DRONE LIGHT SHOW 4TH OF<br>JULY                       | 33,900.00 |
| Vendor 2849 - SKYRUNNER DRONE LIGHT SHOWS LLC. Total:                      |                |              |                |                                                       | 33,900.00 |
| Vendor: STE20 - STERICYCLE, INC.                                           |                |              |                |                                                       |           |
| 8011218653                                                                 | 107834         | 07/11/2025   | 100-221-42101  | MEDICAL WASTE DISPOSAL                                | 69.61     |
| Vendor STE20 - STERICYCLE, INC. Total:                                     |                |              |                |                                                       | 69.61     |
| Vendor: SWA05 - SWANK MOTION PICTURES                                      |                |              |                |                                                       |           |
| 2427009                                                                    | 107835         | 07/11/2025   | 209-551-42515  | MOANA 2 MOVIE THE WIZARD<br>OF OZ INSIDE OUT 2 MOVIES | 1,455.00  |
| Vendor SWA05 - SWANK MOTION PICTURES Total:                                |                |              |                |                                                       | 1,455.00  |
| Vendor: 2990 - THE BUTLER                                                  |                |              |                |                                                       |           |
| JUNE 2025                                                                  | 107836         | 07/11/2025   | 209-552-43802  | INSTRUCTOR LINE DANCING<br>JUNE 2025 PSC              | 489.60    |
| Vendor 2990 - THE BUTLER Total:                                            |                |              |                |                                                       | 489.60    |
| Vendor: UPS02 - THE UPS STORE #7276                                        |                |              |                |                                                       |           |
| S4574432                                                                   | 107837         | 07/11/2025   | 100-116-42110  | LIVE SCAN SERVICES                                    | 175.00    |
| Vendor UPS02 - THE UPS STORE #7276 Total:                                  |                |              |                |                                                       | 175.00    |
| Vendor: TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.       |                |              |                |                                                       |           |
| 263397-202506-1                                                            | 107838         | 07/11/2025   | 100-222-42106  | DATA SEARCH PD JUNE 2025                              | 83.00     |
| Vendor TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC. Total: |                |              |                |                                                       | 83.00     |
| Vendor: 2633 - TRB AND ASSOCIATES, INC.                                    |                |              |                |                                                       |           |
| 6253                                                                       | 107839         | 07/11/2025   | 212-462-42101  | PLAN REVIEW AND<br>INSPECTION SERVICES APRIL<br>2025  | 715.00    |
| 6321                                                                       | 107839         | 07/11/2025   | 212-462-42101  | PLAN REVIEW AND<br>INSPECTION SERVICES MAY<br>2025    | 202.80    |
| Vendor 2633 - TRB AND ASSOCIATES, INC. Total:                              |                |              |                |                                                       | 917.80    |
| Vendor: UNI07 - UNIVERSAL BUILDING SVCS.                                   |                |              |                |                                                       |           |
| 20347                                                                      | 107840         | 07/11/2025   | 209-554-42108  | JANITORIAL SERVICES PYC                               | 97.78     |
| 20377                                                                      | 107840         | 07/11/2025   | 100-343-44306  | JANITORIAL SUPPLIES CY                                | 451.35    |
| 537380                                                                     | 107840         | 07/11/2025   | 500-641-42108  | JANITORIAL SERVICES WPCP<br>JUNE 2025                 | 559.00    |
| Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:                             |                |              |                |                                                       | 1,108.13  |
| Vendor: VER02 - VERIZON WIRELESS                                           |                |              |                |                                                       |           |
| 6116089627                                                                 | 107841         | 07/11/2025   | 525-118-43101  | CITYWIDE CELLPHONES                                   | 6,575.31  |
| Vendor VER02 - VERIZON WIRELESS Total:                                     |                |              |                |                                                       | 6,575.31  |

## WARRANT LISTING

Payment Dates: 6/28/2025 - 7/11/2025

| Payable Number                                               | Payment Number | Payment Date | Account Number | Description (Payable)                     | Amount              |
|--------------------------------------------------------------|----------------|--------------|----------------|-------------------------------------------|---------------------|
| <b>Vendor: 2828 - VESTIS</b>                                 |                |              |                |                                           |                     |
| 939388000-06302025                                           | 107842         | 07/11/2025   | 209-552-43804  | UNIFORM AND LAUNDRY SERVICES PSC AND WPCP | 188.33              |
| 939388000-06302025                                           | 107842         | 07/11/2025   | 209-552-43804  | UNIFORM AND LAUNDRY SERVICES PSC AND WPCP | 188.33              |
| 939388000-06302025                                           | 107842         | 07/11/2025   | 209-552-43804  | UNIFORM AND LAUNDRY SERVICES PSC AND WPCP | 188.33              |
| 939388000-06302025                                           | 107842         | 07/11/2025   | 209-552-43804  | UNIFORM AND LAUNDRY SERVICES PSC AND WPCP | 219.94              |
| 939388000-06302025                                           | 107842         | 07/11/2025   | 500-641-44410  | UNIFORM AND LAUNDRY SERVICES PSC AND WPCP | 471.01              |
| 939388000-06302025                                           | 107842         | 07/11/2025   | 500-641-44410  | UNIFORM AND LAUNDRY SERVICES PSC AND WPCP | 470.16              |
| 939388000-06302025                                           | 107842         | 07/11/2025   | 500-641-44410  | UNIFORM AND LAUNDRY SERVICES PSC AND WPCP | 471.01              |
| 939388000-06302025                                           | 107842         | 07/11/2025   | 500-641-44410  | UNIFORM AND LAUNDRY SERVICES PSC AND WPCP | 471.79              |
| <b>Vendor 2828 - VESTIS Total:</b>                           |                |              |                |                                           | <b>2,668.90</b>     |
| <b>Vendor: 2697 - WEST YOST &amp; ASSOCIATES, INC.</b>       |                |              |                |                                           |                     |
| 2063474                                                      | 107843         | 07/11/2025   | 106-344-42101  | STORM DRAIN MASTER PLAN CONSULTING        | 15,755.58           |
| <b>Vendor 2697 - WEST YOST &amp; ASSOCIATES, INC. Total:</b> |                |              |                |                                           | <b>15,755.58</b>    |
| <b>Vendor: 2648 - YANNET TORRES</b>                          |                |              |                |                                           |                     |
| JUNE 2025                                                    | 107844         | 07/11/2025   | 209-552-43802  | CLASS INSTRUCTOR FEES ZUMBA PSC JUNE 2025 | 962.41              |
| <b>Vendor 2648 - YANNET TORRES Total:</b>                    |                |              |                |                                           | <b>962.41</b>       |
| <b>Grand Total:</b>                                          |                |              |                |                                           | <b>1,363,557.96</b> |

## Report Summary

## Fund Summary

| Fund                                          | Payment Amount      |
|-----------------------------------------------|---------------------|
| 100 - General Fund                            | 333,792.86          |
| 105 - Measure S -2006                         | 119,750.07          |
| 106 - MEASURE S-2014                          | 229,416.45          |
| 200 - Gas Tax Fund                            | 21,174.10           |
| 201 - Restricted Real Estate Maintenance Fund | 293.48              |
| 207 - NPDES Storm Water Fund                  | 1,845.00            |
| 209 - Recreation Fund                         | 64,235.80           |
| 212 - Building & Planning                     | 8,335.32            |
| 276 - Growth Impact Fund                      | 10,855.40           |
| 285 - Housing Land Held for Resale            | 5,502.10            |
| 310 - Lighting & Landscape Districts          | 1,019.34            |
| 500 - Sewer Enterprise Fund                   | 527,275.74          |
| 505 - Cable Access TV                         | 1,325.52            |
| 525 - Information Systems                     | 35,028.60           |
| 722 - Community Assistance Program            | 2,647.78            |
| 998 - Payroll Clearing                        | 1,060.40            |
| <b>Grand Total:</b>                           | <b>1,363,557.96</b> |

## Account Summary

| Account Number | Account Name                  | Payment Amount |
|----------------|-------------------------------|----------------|
| 100-10601      | Gas Tanks/Corp Yard           | 3,803.59       |
| 100-110-41002  | Emp Benefits/Dental           | 386.00         |
| 100-110-41003  | Emp Benefits/Vision Care      | 128.80         |
| 100-110-42301  | Travel & Training/Conf-R...   | 2,055.20       |
| 100-110-42302  | Travel & Training/Milea...    | 3,537.15       |
| 100-110-42514  | Admin Exp/Special Depa...     | 85.92          |
| 100-110-43103  | Utilities/Electricity & Po... | 154.55         |
| 100-111-41002  | Emp Benefits/Dental           | 728.00         |
| 100-111-41003  | Emp Benefits/Vision Care      | 96.60          |
| 100-111-42201  | Office Expense                | 709.73         |
| 100-111-43103  | Utilities/Electricity & Po... | 203.35         |
| 100-112-41002  | Emp Benefits/Dental           | 765.60         |
| 100-112-41003  | Emp Benefits/Vision Care      | 96.60          |
| 100-112-43103  | Utilities/Electricity & Po... | 223.69         |
| 100-113-41002  | Emp Benefits/Dental           | 217.60         |
| 100-113-41003  | Emp Benefits/Vision Care      | 32.20          |
| 100-115-41002  | Emp Benefits/Dental           | 728.00         |
| 100-115-41003  | Emp Benefits/Vision Care      | 96.60          |
| 100-115-43103  | Utilities/Electricity & Po... | 557.18         |
| 100-116-41002  | Emp Benefits/Dental           | 612.00         |
| 100-116-41003  | Emp Benefits/Vision Care      | 96.60          |
| 100-116-42110  | Prof Svcs/Fingerprinting      | 175.00         |
| 100-116-42201  | Office Expense                | 710.00         |
| 100-116-43103  | Utilities/Electricity & Po... | 162.68         |
| 100-117-43103  | Utilities/Electricity & Po... | 1,809.82       |
| 100-221-41002  | Emp Benefits/Dental           | 4,107.60       |
| 100-221-41003  | Emp Benefits/Vision Care      | 692.30         |
| 100-221-42101  | Prof Svcs/Professional Se..   | 69.61          |
| 100-221-42106  | Prof Svcs/Software Main...    | 4,914.00       |
| 100-221-42107  | Prof Svcs/Equipment Ma...     | 1,768.21       |
| 100-221-42201  | Office Expense                | 1,215.62       |
| 100-221-42301  | Travel & Training/Conf-R...   | 4,000.00       |
| 100-221-42302  | Travel & Training/Milea...    | 535.64         |
| 100-221-42303  | Travel & Training/Meal A..    | 208.00         |
| 100-221-42401  | Dues & Pub/Membershi...       | 775.00         |
| 100-221-42510  | Admin Exp/Software Pur...     | 14,479.96      |
| 100-221-44410  | Safety Clothing               | 79.33          |

## Account Summary

| Account Number | Account Name                  | Payment Amount |
|----------------|-------------------------------|----------------|
| 100-222-41002  | Emp Benefits/Dental           | 1,325.60       |
| 100-222-41003  | Emp Benefits/Vision Care      | 225.40         |
| 100-222-42101  | Prof Svcs/Professional Se..   | 6,211.40       |
| 100-222-42106  | Prof Svcs/Software Main...    | 83.00          |
| 100-222-42514  | Admin Exp/Special Depa...     | 4,191.56       |
| 100-223-41002  | Emp Benefits/Dental           | 2,169.60       |
| 100-223-41003  | Emp Benefits/Vision Care      | 322.00         |
| 100-223-42101  | Prof Svcs/Professional Se..   | 109.04         |
| 100-231-42101  | Prof Svcs/Professional Se..   | 231,797.19     |
| 100-341-41002  | Emp Benefits/Dental           | 471.60         |
| 100-341-41003  | Emp Benefits/Vision Care      | 96.60          |
| 100-341-42201  | Office Expense                | 115.79         |
| 100-342-47101  | FF&E/Equipment                | 22,625.21      |
| 100-343-41002  | Emp Benefits/Dental           | 2,026.40       |
| 100-343-41003  | Emp Benefits/Vision Care      | 305.90         |
| 100-343-43102  | Utilities/Water               | 385.04         |
| 100-343-43103  | Utilities/Electricity & Po... | 3,733.41       |
| 100-343-44306  | Other Materials Supp/M...     | 1,018.85       |
| 100-345-42108  | Prof Svcs/Building-Struc...   | 4,667.36       |
| 100-345-43103  | Utilities/Electricity & Po... | 313.07         |
| 100-465-41002  | Emp Benefits/Dental           | 356.80         |
| 100-465-41003  | Emp Benefits/Vision Care      | 64.40          |
| 100-465-42101  | Prof Svcs/Professional Se..   | 15.08          |
| 100-551-42511  | Admin Exp/Equipment R...      | 144.83         |
| 105-221-41002  | Emp Benefits/Dental           | 484.40         |
| 105-221-41003  | Emp Benefits/Vision Care      | 96.60          |
| 105-231-42101  | Prof Svcs/Professional Se..   | 119,169.07     |
| 106-222-41002  | Emp Benefits/Dental           | 127.60         |
| 106-222-41003  | Emp Benefits/Vision Care      | 16.10          |
| 106-231-42101  | Prof Svcs/Professional Se...  | 110,670.07     |
| 106-343-42101  | Prof Svcs/Professional Se..   | 518.00         |
| 106-343-47201  | Improvements/Building         | 102,329.10     |
| 106-344-42101  | Prof Svcs/Professional Se..   | 15,755.58      |
| 200-342-43103  | Utilities/Electricity & Po... | 21,174.10      |
| 201-343-43103  | Utilities/Electricity & Po... | 293.48         |
| 207-344-42102  | Prof Svcs/Attorney Servi...   | 1,845.00       |
| 209-20308      | Deposits Payable/Recrea...    | 1,127.00       |
| 209-551-41002  | Emp Benefits/Dental           | 612.00         |
| 209-551-41003  | Emp Benefits/Vision Care      | 96.60          |
| 209-551-42515  | Admin Exp/Special Events      | 39,069.42      |
| 209-552-41002  | Emp Benefits/Dental           | 420.80         |
| 209-552-41003  | Emp Benefits/Vision Care      | 96.60          |
| 209-552-42108  | Prof Svcs/Building-Struc...   | 1,480.00       |
| 209-552-43103  | Utilities/Electricity & Po... | 218.47         |
| 209-552-43802  | Program Cost/Class Fees       | 3,162.61       |
| 209-552-43804  | Program Cost/Food Prog...     | 2,494.06       |
| 209-552-43809  | Program Cost/Newsletter       | 371.45         |
| 209-552-43810  | Program Cost/Center Ma..      | 442.56         |
| 209-553-42108  | Prof Svcs/Building-Struc...   | 1,181.51       |
| 209-553-43102  | Utilities/Water               | 47.60          |
| 209-553-43103  | Utilities/Electricity & Po... | 26.30          |
| 209-554-41002  | Emp Benefits/Dental           | 127.60         |
| 209-554-41003  | Emp Benefits/Vision Care      | 16.10          |
| 209-554-42108  | Prof Svcs/Building-Struc...   | 595.41         |
| 209-554-43103  | Utilities/Electricity & Po... | 161.97         |
| 209-554-47201  | Improvements/Building         | 6,264.44       |
| 209-557-42101  | Prof Svcs/Professional Se..   | 3,691.19       |
| 209-557-42108  | Prof Svcs/Building-Struc...   | 933.00         |

**Account Summary**

| Account Number      | Account Name                  | Payment Amount      |
|---------------------|-------------------------------|---------------------|
| 209-557-43102       | Utilities/Water               | 1,539.02            |
| 209-557-43103       | Utilities/Electricity & Po... | 60.09               |
| 212-461-41002       | Emp Benefits/Dental           | 510.40              |
| 212-461-41003       | Emp Benefits/Vision Care      | 64.40               |
| 212-461-42202       | Office Exp/Printing & Bi...   | 1,201.49            |
| 212-461-43103       | Utilities/Electricity & Po... | 244.02              |
| 212-462-37180       | Investment Earnings           | 52.56               |
| 212-462-41002       | Emp Benefits/Dental           | 446.80              |
| 212-462-41003       | Emp Benefits/Vision Care      | 80.50               |
| 212-462-42101       | Prof Svcs/Professional Se..   | 5,121.03            |
| 212-462-43103       | Utilities/Electricity & Po... | 614.12              |
| 276-343-47201       | Improvements/Building         | 9,979.90            |
| 276-345-47203       | Improvements/Parks            | 875.50              |
| 285-464-42101       | Prof Svcs/Professional Se..   | 5,298.75            |
| 285-464-43103       | Utilities/Electricity & Po... | 203.35              |
| 310-347-43103       | Utilities/Electricity & Po... | 441.70              |
| 310-348-43102       | Utilities/Water               | 177.64              |
| 310-348-43103       | Utilities/Electricity & Po... | 400.00              |
| 500-641-41002       | Emp Benefits/Dental           | 2,216.40            |
| 500-641-41003       | Emp Benefits/Vision Care      | 354.20              |
| 500-641-42107       | Prof Svcs/Equipment Ma...     | 7,300.00            |
| 500-641-42108       | Prof Svcs/Building-Struc...   | 559.00              |
| 500-641-44302       | Other Materials Supp/SI...    | 4,156.58            |
| 500-641-44303       | Other Materials Supp/C...     | 26,172.72           |
| 500-641-44304       | Other Materials Supp/Pe...    | 16,161.00           |
| 500-641-44305       | Other Materials Supp/La...    | 1,818.01            |
| 500-641-44306       | Other Materials Supp/M...     | 3,444.29            |
| 500-641-44410       | Safety Clothing               | 1,883.97            |
| 500-642-41002       | Emp Benefits/Dental           | 458.40              |
| 500-642-41003       | Emp Benefits/Vision Care      | 96.60               |
| 500-642-42514       | Admin Exp/Special Depa...     | 459.24              |
| 500-642-43103       | Utilities/Electricity & Po... | 267.62              |
| 500-642-47201       | Improvements/Building         | 461,927.71          |
| 505-119-41002       | Emp Benefits/Dental           | 510.40              |
| 505-119-41003       | Emp Benefits/Vision Care      | 64.40               |
| 505-119-42201       | Office Expense                | 155.89              |
| 505-119-43103       | Utilities/Electricity & Po... | 242.97              |
| 505-119-43105       | Utilities/Cable               | 351.86              |
| 525-118-41003       | Emp Benefits/Vision Care      | 50.80               |
| 525-118-42106       | Prof Svcs/Software Main...    | 9,990.00            |
| 525-118-43101       | Utilities/Telephone           | 7,389.14            |
| 525-118-43105       | Utilities/Cable               | 34.54               |
| 525-118-43106       | Utilities/Internet            | 739.21              |
| 525-118-47102       | FF&E/Computer Equipm...       | 8,983.01            |
| 525-118-47106       | FF&E/Computer Equipm...       | 7,841.90            |
| 722-20403           | Deferred Rev/Police Dep...    | 2,647.78            |
| 998-20105           | Sal & Ben Payable/Denta...    | 867.20              |
| 998-20106           | Sal & Ben Payable/Vision...   | 193.20              |
| <b>Grand Total:</b> |                               | <b>1,363,557.96</b> |

**Project Account Summary**

| Project Account Key | Payment Amount |
|---------------------|----------------|
| **None**            | 797,907.65     |
| 10634342101IN2102   | 518.00         |
| 10634347201FA2202   | 102,329.10     |
| 27634547203PA2401   | 875.50         |
| 50064247201SS2401   | 461,927.71     |

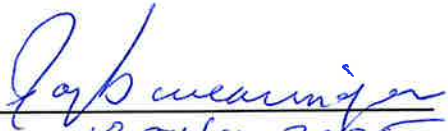
Project Account Summary

Project Account Key  
50064247201SS2401

Payment Amount

Grand Total:

1,363,557.96

Approved:   
Date: 10 July 2025



## **CITY COUNCIL REPORT**

**9.C.**

**DATE:** JULY 15, 2025  
**TO:** MAYOR AND COUNCIL MEMBERS  
**FROM:** Heather Bell, City Clerk, hbell@pinole.gov  
**SUBJECT:** RESOLUTION TO ADOPT UPDATED CITYWIDE RECORDS RETENTION SCHEDULE

### **RECOMMENDATION**

Staff recommends that the City Council adopt the resolution approving the proposed citywide records retention schedule update.

### **BACKGROUND**

Pinole selected Gladwell Governmental Services, Inc., an expert in local government records, to upgrade its records management program. An upgrade in the existing program was necessary to reduce current and future records storage costs, eliminate duplication of effort, increase efficiency and take advantage of current technology and changes in law.

### **REVIEW AND ANALYSIS**

The upgrade of the current records management systems are driven by many factors, including:

- Very limited space in City facilities
- Pinole produces and manages many permanent records
- Escalating records storage expenses
- Technology advancements
- Changes in law

The purpose of the program is to apply efficient and economical methods to the creation, utilization, maintenance, retention, preservation and disposal of all records managed by the City.

The retention periods are in compliance with all laws and are standard business practice for California cities.

The new retention schedules were written interactively with representatives from all departments participating in the project. They provide clear, specific records descriptions and retention periods, and apply current law and technology to the management of City records.

By identifying which department is responsible for maintaining the original record, and by establishing clear retention periods for different categories of records, Pinole will realize

significant savings in labor costs, storage costs, free filing cabinet and office space, and realize operational efficiencies.

It is standard business practice for California cities to authorize the routine destruction of records that have exceeded their adopted retention period, upon the request of the Department Head and with the consent in writing of the Department Head, City Clerk and City Attorney (if applicable), which is provided in Section 2 of the resolution. This will reduce costs and improve efficiency for the City.

It is also standard business practice for California cities to authorize updates to the schedule without further action of the City Council, which is provided in Section 3 of the resolution.

### **FISCAL IMPACT**

Pinole will realize significant savings both in labor and storage expenses; including the avoidance of future storage and/or construction costs.

### **ATTACHMENTS**

- A. Resolution
- B. Proposed Citywide Retention Schedule



## **RESOLUTION NO. 2025-XX**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, CALIFORNIA, ADOPTING A RECORDS RETENTION SCHEDULE, AUTHORIZING DESTRUCTION OF CERTAIN CITY RECORDS AND RESCINDING RESOLUTION 2008-13**

**WHEREAS**, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period for the effective and efficient operation of the government of the City of Pinole; and

**WHEREAS**, Section 34090 of the Government Code of the State of California provides a procedure whereby any City record which has served its purpose and is no longer required may be destroyed; and

**WHEREAS**, the City of Pinole previously adopted Resolution No. 2008-13, approving Records Retention Schedules;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PINOLE DOES  
RESOLVE AS FOLLOWS:**

**Section 1.** Resolution No. 2008-13 is hereby repealed.

**Section 2.** The records of the City of Pinole, as set forth in the Records Retention Schedule Exhibit A, attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provision of said schedule upon the request of the Department Head and with the consent in writing of the Department Head, City Clerk and City Attorney (if applicable,) without further action by the City Council of the City of Pinole.

**Section 3:** Updates are hereby authorized to be made to the Records Retention Schedule, without any further action by the City Council, with the consent of the Department Head, City Clerk, City Attorney and City Manager.

**Section 4.** The term “records” as used herein shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers; as defined by the California Public Records Act.

**Section 5.** The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

**Section 6.** This resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** by the City Council of the City of Pinole on July 15, 2025, by the following vote:

**AYES:** Councilmembers-  
**NOES:** Councilmembers-  
**ABSTAIN:** Councilmembers-  
**ABSENT:** Councilmembers-

**I HEREBY CERTIFY** that the foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Pinole on July 15, 2025.

---

Heather Bell, CMC  
City Clerk

# HOW TO USE RETENTION SCHEDULES

©1995-2025 Gladwell Governmental Services, Inc. (909) 337-3516 - all rights reserved  
Do not duplicate or distribute without prior written permission

A legend explaining the information presented in the retention schedule; please read this for an explanation of every column.

The specified retention period applies regardless of the media of the record: If a record is stored on paper and electronic format (a computer file on a hard drive), **all electronic and paper records should be destroyed (or deleted / erased) after the specified period of time has elapsed** and authorization to destroy has been obtained.

**Copies** or duplicates of records should never be retained longer than the prescribed period for the official (original) record, and drafts and copies should be destroyed as soon as they are no longer required.

The term “records” shall include all records as defined by the California Public Records Act.

## **STRUCTURE: CITY-WIDE, DEPARTMENTS & DIVISIONS**

The City-wide retention schedule includes those records all departments have in common (e-mails, letters, memorandums, purchase orders, etc.). These records are NOT repeated in the Department retention schedule, unless that department is the Office of Record.

Each department has a separate retention schedule that describes the records that are unique to their department, or for which they are the Office of Record. The department retention schedules may be organized by Division within that Department. If a record is not listed in your department retention schedule, refer to the City-wide retention schedule, or look in the index to the schedules (provided after approval.)

## **BENEFITS**

This retention schedule has been developed by Diane R. Gladwell, MMC, an expert in Municipal Government records, and will provide the City with the following benefits:

- Reduce administrative expenses, expedite procedures
- Free office space and computer storage space
- Reduce the cost of records storage – paper and electronic
- Eliminate duplication of effort within the City
- Find records faster
- Determine what media should be used to store records

## **AUTHORIZATION TO DESTROY RECORDS (Paper or Electronic Records):**

Destruction or deletion of an **official (original) record** that has exceeded its retention period must be **authorized prior to destruction or deletion.**

- If there is a **minimum** retention (“**Minimum 2 years**”), the destruction / deletion must be authorized before it is destroyed, as it is an official (original) record.

Copies, drafts, notes and non-records do NOT require authorization, and can be destroyed “When No Longer Required.”

- If there is **NOT** a minimum retention (“When No Longer Required”), it does **NOT** need to be authorized prior to destruction, as it is a preliminary draft, copy, or the Content is NOT Substantive.

On every page of the schedules (near the top, just under the column headings) are important instructions, including instructions regarding holds on destroying records. **“Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or resolution).”**

## RECORDS RETENTION SCHEDULE LEGEND

©1995 – 2025 Gladwell Governmental Services, Inc. (909) 337-3516 - all rights reserved  
Do not duplicate or distribute without prior written permission

**OFR (Office of Record):** The department that keeps the Official (original or “record copy”) record for its retention period, then authorizes destruction. Usually, it is the department that originates the record. The official (original) record may be the paper / hard copy version of the record; however the electronic record may be the official (original) record. See the “Destroy Paper after Imaged & QC’d” below for the Legal Requirements for the electronic record to be the official (original) record.

**Records Description:** The record series (a group of like records).

**Non-Record:** Documents, studies, books and pamphlets produced by outside agencies, preliminary drafts not retained in the ordinary course of business.

**Retention/Disposition:**  
**Active (guideline):** How long the file remains in the immediate office area  
**Inactive (guideline):** How long the file is in off-site storage, stored electronically in accordance with law (see below)  
**Total Retention:** The total number of years the record is retained

For file folders containing documents with different retention timeframes, use the document with the longest retention time.

**P = Permanent**

**Indefinite** = No fixed or specified retention period; used for databases, because the data fields are interrelated.

**Vital?** = Those records that are needed for basic operations in the event of a disaster.

**Media Options (guideline) terms used in State law:**  
Mag = Electronic Computer Magnetic Media (Hard drives, Networks, USB Drives, Cloud, etc.)  
Mfr = Microforms (aperture cards, microfilm, microfiche, or jackets)  
Ppr = Paper  
OD = Optical Disk or other **Unalterable Media** which does not allow changes

**Scan / Import (guideline):**  
“S” indicates the record should be scanned into the document imaging system;  
“I” indicates the record should be electronically imported into the document imaging system;  
“M” indicates the record was microfilmed

**Destroy Paper after Imaged & QC’d (quality checked) / Trustworthy Electronic Record:** “Yes” means the **electronic** record may serve as the **OFFICIAL** record (and the paper version may be destroyed, or the record may be electronically generated and never exist in paper format) **IF (these are the legal requirements for the electronic record to serve as the official (original) record)** the electronic record is also **placed on Unalterable Media, Imutable Cloud Media, Optical Disk (OD), DVD-R, CD-R, Blue-ray-R, or WORM, or microfilmed)** which is **stored in a safe & separate location**. Employees are required to Quality Check (“QC’d”) both the images and the indexes, and ensure the electronic record **contains all significant details from the original and be an adequate substitute for the original document for all purposes;** other legal mandates may apply.

### **Legend for legal citations** (§: Section)

CC: Civil Code (CA)  
CFC: California Fire Code  
EVC: Evidence Code (CA)  
FTB: Franchise Tax Board (CA)  
HUD: Housing & Urban Develop. (US)  
PC: Penal Code (CA)  
UFC: Uniform Fire Code  
W&I: Welfare & Institutions Code (CA)

B&P: Business & Professions Code (CA)  
CCP: Code of Civil Procedure (CA)  
CFR: Code of Federal Regulations (US)  
FA: Food & Agriculture Code  
GC: Government Code (CA)  
LC: Labor Code (CA)  
PRC: Public Resources Code  
USC: United States Code (US)

CBC: California Building Code  
CCR: California Code of Regulations (CA)  
EC: Elections Code (CA)  
FC: Family Code (CA)  
H&S: Health & Safety Code (CA)  
Ops. Cal. Atty. Gen.: Attorney General Opinions (CA)  
R&T: Revenue & Taxation Code (CA)  
VC: Vehicle Code (CA)

## RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

| Office of Record (OFR)                                                                                                                                                                        | Retention No. | Records Description                                                                                                                                                                                                                                                                                              | Total Retention                                                                       | Vital?                 | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|------------------------|-------------------|------------------------------|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>                  |               |                                                                                                                                                                                                                                                                                                                  |                                                                                       |                        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                             |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                       |               |                                                                                                                                                                                                                                                                                                                  |                                                                                       |                        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                             |
| <i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                                                  |                                                                                       |                        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                             |
| <b>CITY-WIDE (Used by All Departments)</b>                                                                                                                                                    |               |                                                                                                                                                                                                                                                                                                                  |                                                                                       |                        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                             |
| Lead Dept.                                                                                                                                                                                    | CW-001        | Affidavits of Publications / Affidavits of Posting Notices / Legal Advertising / Notices / Proofs of Publications / Public Hearing Notices                                                                                                                                                                       | 2 years                                                                               |                        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Brown Act challenges must be filed within 30 or 90 days of action; Statute of Limitations on Municipal Government actions is 3 - 6 months; GC §§34090, 54960.1(c)(1)                                                                                                                                        |
| Lead Dept.                                                                                                                                                                                    | CW-002        | Agreements & Contracts: <b>ADMINISTRATION (WITH Grant Funding)</b><br><br>(Project Administration, IRFP - Request for Proposal or Successful Proposal, Certified Payrolls, etc.)<br><br>Send <b>All Original Agreements or Contracts and Insurance Certificates to the City Clerk)</b>                           | Completion + 10 years or After Funding Agency Audit, if required, whichever is longer | Yes: Before Completion | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Contracts & Spec's=4 years, Developers=comp. + 10 years; CCP §337 et. seq., 2 CFR 200.334; 24 CFR 91.105(h), 92.505, & 570.502(b), 29 CFR 97.42; OMB Circular A-133GC §34090 |
| Lead Dept.                                                                                                                                                                                    | CW-003        | Agreements & Contracts: <b>ADMINISTRATION (WITHOUT Grant Funding)</b><br><br>(Project Administration, Insurance Certificates, RFP - Request for Proposal or Successful Proposal, Certified Payrolls, etc.)<br><br>Send <b>All Original Agreements or Contracts and Insurance Certificates to the City Clerk)</b> | Completion + 10 years                                                                 | Yes: Before Completion | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | City preference; Covers E&O Statute of Limitations; Statute of Limitations: Contracts & Spec's=4 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090                                                                                                                                           |
| Lead Dept.                                                                                                                                                                                    | CW-004        | Agreements & Contracts: <b>UNSUCCESSFUL BIDS, PROPOSALS or RESPONSES to RFPs</b> (Request for Proposals) <b>and/or RFQs</b> (Request for Qualifications) that don't result in a contract                                                                                                                         | 2 years                                                                               |                        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Finance / Purchasing retains the originals of Formal procurements; Includes unopened bids; GC §34090                                                                                                                                                                                                        |

## RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

| Office of Record (OFR)                                                                                                                                                                        | Retention No. | Records Description                                                                                                                                                                            | Total Retention         | Vital?                | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------------|-------------------|------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------|
| <i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>                  |               |                                                                                                                                                                                                |                         |                       |                   |                              |                                    |                                                                                                   |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                       |               |                                                                                                                                                                                                |                         |                       |                   |                              |                                    |                                                                                                   |
| <i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                |                         |                       |                   |                              |                                    |                                                                                                   |
| Lead Dept.                                                                                                                                                                                    | CW-005        | Boards, Commissions, & Committees:<br><b>External Organizations / Regional Boards &amp; Commissions</b> - Agendas, Minutes, Resolutions, or other documents (e.g. County Board of Supervisors) | When No Longer Required |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Non-records                                                                                       |
| Staffing Dept.                                                                                                                                                                                | CW-006        | Boards, Committees, Commissions, Advisory Bodies: <b>All Citizen Advisory Bodies Created by the City Council AGENDAS &amp; STAFF REPORTS</b>                                                   | Minimum 2 years         | Yes: Prior to meeting | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; GC §34090                                                                  |
| Staffing Dept.                                                                                                                                                                                | CW-007        | Boards, Committees, Commissions, Advisory Bodies: <b>All Citizen Advisory Bodies Created by the City Council AUDIO RECORDINGS</b>                                                              | Minimum 2 years         |                       | Mag               |                              |                                    | Department preference; Audio Required for 30 days; GC §54953.5(b)                                 |
| Staffing Dept.                                                                                                                                                                                | CW-008        | Boards, Committees, Commissions, Advisory Bodies: <b>All Citizen Advisory Bodies Created by the City Council MINUTES</b>                                                                       | P                       |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §34090(e)                                                                                      |
| Staffing Dept.                                                                                                                                                                                | CW-009        | Boards, Committees, Commissions, Advisory Bodies: <b>All Citizen Advisory Bodies Created by the City Council VIDEO RECORDINGS</b>                                                              | Minimum 2 years         |                       | Mag               |                              |                                    | Department preference; video recordings of meetings are required for 90 days; GC §34090.7         |
| Staffing Dept.                                                                                                                                                                                | CW-010        | Committees: <b>Employee Committees</b> , Employee Staff Meetings / Department Staff Meetings<br><b>AGENDAS and MINUTES</b>                                                                     | 2 years                 |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §34090 et seq.                                                                                 |
| Staffing Dept.                                                                                                                                                                                | CW-011        | Committees: <b>Subcommittees of the City Council (Ad-Hoc or Standing Committees) AGENDAS and MINUTES</b>                                                                                       | 2 years                 |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | All actions are made by the City Council; GC §34090                                               |
| Lead (Responding) Dept.                                                                                                                                                                       | CW-012        | Complaints / Concerns from Citizens (Excludes Police Officers)                                                                                                                                 | Minimum 2 years         |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | City preference; Claims must be filed in 6 months; CCP §§338 et seq., 340 et seq., 342, GC §34090 |

## RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

| Office of Record (OFR)                                                                                                                                                                        | Retention No. | Records Description                                                                                                                                                                                                                                                                                                       | Total Retention                  | Vital? | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------|-------------------|------------------------------|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>                  |               |                                                                                                                                                                                                                                                                                                                           |                                  |        |                   |                              |                                    |                                                                                                                                                                 |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                       |               |                                                                                                                                                                                                                                                                                                                           |                                  |        |                   |                              |                                    |                                                                                                                                                                 |
| <i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                                                           |                                  |        |                   |                              |                                    |                                                                                                                                                                 |
| Lead Dept.                                                                                                                                                                                    | CW-013        | Copies or duplicates of any record                                                                                                                                                                                                                                                                                        | Copies - When No Longer Required |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §34090.7                                                                                                                                                     |
| Dept. that <b>Authors</b> Document or Receives the City's Original Document                                                                                                                   | CW-014        | Correspondence - <b>ROUTINE</b><br>(Content relates in a <b>SUBSTANTIVE</b> way to the conduct of the public's business)<br><br>(e.g. e-mail, Letters, Memorandums, Administrative, Chronological, General Files, etc.)<br><br>IF the Content relates in a <b>SUBSTANTIVE</b> way to the conduct of the public's business | 2 years                          |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | ONLY IF the Content relates in a substantive way to the conduct of the public's business; City of San Jose vs. Superior Court, 5 Cal. 5th 608 (2017). GC §34090 |

## RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

| Office of Record (OFR)                                                                                                                                                                        | Retention No. | Records Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Total Retention         | Vital?              | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------|-------------------|------------------------------|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>                  |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                         |                     |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                       |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                         |                     |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                         |                     |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Dept. that <b>Authors</b> Document or Receives the City's Original Document                                                                                                                   | CW-015        | Correspondence - <b>TRANSITORY / PRELIMINARY DRAFTS</b> , Interagency and Intraagency Memoranda NOT retained in the ordinary course of business<br><br><b>Content NOT Substantive</b> , or NOT made or retained for the purpose of preserving the informational content for future reference<br><br>(e.g. calendars, checklists, e-mail, social media posting, employee directories, flyers, invitations, instant messaging, inventories, logs, mailing lists, meeting room registrations, PowerPoint presentations, speaker cards, speech notes, staff videoconference chats, notes and recordings, supply inventories, telephone messages, text messages, transmittal letters, thank yous, requests from other cities, preliminary notices for construction projects, undeliverable envelopes / returned mail, visitors logs, voice mails, webpages, etc.) | When No Longer Required |                     | Mag, Ppr          |                              |                                    | Electronic and paper records are categorized, filed and retained based upon the <b>CONTENT of the record</b> . <b>Records where either the Content relates in a substantive way to the conduct of the public's business</b> , or ARE made or retained for the purpose of preserving the informational content for future reference <b>are saved by placing them in an electronic or paper (project) file folder and retained for the applicable retention period</b> . If not mentioned here, consult the City Attorney to determine if a record is considered transitory / preliminary draft. GC §§34090, 7927.500, 7928.705.; 64 Ops. Cal. Atty. Gen. 317 (1981)); City of San Jose vs. Superior Court, 5 Cal. 5th 608 (2017). |
| Lead Dept.                                                                                                                                                                                    | CW-016        | Developer Deposit Accounts / Developer Impact Fee Accounts (Escrow Accounts)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Closed + 5 years        | Yes: Until Maturity | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; (meets municipal government auditing standards); GC §34090                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Lead Dept.                                                                                                                                                                                    | CW-017        | Drafts & Notes: Drafts that are revised (retain final version)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | When No Longer Required |                     | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | As long as the drafts and notes are not retained in the "Regular Course of Business". Consult the City Attorney to determine if a record is considered a draft. GC §§34090, 7927.500, 7928.705                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |



## RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

| Office of Record (OFR)                                                                                                                                                                        | Retention No. | Records Description                                                                                                                                                                                                                                                                                                                                                                                                                                 | Total Retention                                                  | Vital?                   | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|--------------------------|-------------------|------------------------------|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>                  |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                  |                          |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                                  |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                       |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                  |                          |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                                  |
| <i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                  |                          |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                                  |
| Lead Dept.                                                                                                                                                                                    | CW-018        | GIS Database / Data / Layers (both City-wide and Specialized)                                                                                                                                                                                                                                                                                                                                                                                       | When No Longer Required                                          | Yes                      | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | The Lead Department should print out historical documents (or save source data) prior to replacing the data, if they require the data or output for historical purposes; Department Preference (Preliminary documents); GC §34090 et seq.                                                                                                                        |
| Lead Dept. (Managing the Grant)                                                                                                                                                               | CW-019        | Grant Applications funded by the City's General Fund                                                                                                                                                                                                                                                                                                                                                                                                | 2 years                                                          |                          | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Finance maintains payable information in Accounts Payable; GC §34090                                                                                                                                                                                                                                                                                             |
| Lead Dept. (Managing the Grant)                                                                                                                                                               | CW-020        | Grants ( <b>UNSUCCESSFUL</b> Applications, Correspondence)                                                                                                                                                                                                                                                                                                                                                                                          | 2 years                                                          |                          | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §34090                                                                                                                                                                                                                                                                                                                                                        |
| Lead Dept. (Managing the Grant)                                                                                                                                                               | CW-021        | Grants / CDBG Administration (Community Development Block Grant) / Reimbursable Claims / FEMA Reimbursements / OES Reimbursements ( <b>SUCCESSFUL</b> Reports, other records required to pass the funding agency's audit, if required)<br><br>Applications (successful), copy of grant agreement, copies of invoices, program rules, regulations & procedures, reports to grant funding agencies, correspondence, audit records, completion records | After Funding Agency Audit, if required - <b>Minimum 5 years</b> |                          | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a&b), 29 CFR 97.42; OMB Circular A-110 & A-133; GC §34090 |
| Lead Dept.                                                                                                                                                                                    | CW-022        | Newspaper Clippings                                                                                                                                                                                                                                                                                                                                                                                                                                 | When No Longer Required                                          |                          | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Non-records - may be obtained from the newspaper company; GC §34090                                                                                                                                                                                                                                                                                              |
| Human Resources                                                                                                                                                                               | CW-023        | Personnel Files ( <b>Department Copies</b> )<br>Send all originals to Human Resources<br><br>Except Police Department                                                                                                                                                                                                                                                                                                                               | Do Not Retain In Departments                                     | Before Annual Evaluation | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | City preference; Originals are retained by Human Resources; GC §34090.7                                                                                                                                                                                                                                                                                          |

## RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

| Office of Record (OFR)                                                                                                                                                                        | Retention No. | Records Description                                                                                                                                                                                                             | Total Retention                                                                | Vital?                   | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|--------------------------|-------------------|------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>                  |               |                                                                                                                                                                                                                                 |                                                                                |                          |                   |                              |                                    |                                                                                                                                                                           |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                       |               |                                                                                                                                                                                                                                 |                                                                                |                          |                   |                              |                                    |                                                                                                                                                                           |
| <i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                 |                                                                                |                          |                   |                              |                                    |                                                                                                                                                                           |
| Lead Dept.                                                                                                                                                                                    | CW-024        | Personnel Files ( <b>Supervisor's Notes</b> )                                                                                                                                                                                   | Shred After Incorporation into Performance Evaluation or Documented Discipline | Before Annual Evaluation | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Notes maintained in a separate folder to be incorporated into performance evaluation, or to document progressive discipline; GC §34090 et seq.                            |
| Lead Dept.                                                                                                                                                                                    | CW-025        | Photographs                                                                                                                                                                                                                     | When No Longer Required                                                        |                          | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Preliminary Drafts (retention is placed on the final record in which the photograph is published in, if any); destroy unnecessary photographs. GC §§34090, 7927.500       |
| Lead Dept. (Who Uses the Vehicle)                                                                                                                                                             | CW-026        | Pre-Trip Inspections / Vehicle Safety Checks / Daily Vehicle Inspections / Daily Equipment Checks                                                                                                                               | 2 years                                                                        |                          | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | 13 CCR 1234(e); VC 34505.5(c); 49 CFR 396.11; GC §34090                                                                                                                   |
| Lead Dept. (Who Ordered the Appraisal)                                                                                                                                                        | CW-027        | Real Estate Appraisal Reports: Property <b>NOT</b> purchased, Loans not funded, etc.                                                                                                                                            | 2 years                                                                        |                          | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Not accessible to the public; GC §§34090, 7928.705                                                                                                                        |
| Lead Dept. (Who Ordered the Appraisal)                                                                                                                                                        | CW-028        | Real Estate Appraisal Reports: <b>Purchased</b> Property, Funded Loans                                                                                                                                                          | Minimum 5 years                                                                | Yes: Before Purchase     | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Not accessible to the public until purchase has been completed; meets grant auditing requirements; 2 CFR 200.334; 24 CFR 91.105(h), & 570.502(b); 29 CFR 97.42, GC §34090 |
| Lead Dept.                                                                                                                                                                                    | CW-029        | Reference Materials: Policies, Procedures, Brochures, Flyers, Handbooks, Manuals, Newsletters, Plans / Strategic Plans, etc.: Produced by <b>OUTSIDE ORGANIZATIONS</b> (League of California Cities, Chamber of Commerce, etc.) | When No Longer Required                                                        |                          | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Non-Records                                                                                                                                                               |
| Lead Dept.                                                                                                                                                                                    | CW-030        | Reference Materials: Internal Policies, Procedures, Brochures, Flyers, Handbooks, Manuals, Newsletters, Plans / Strategic Plans, etc.: Produced by <b>YOUR Department</b>                                                       | Minimum 2 years                                                                |                          | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; GC §34090                                                                                                                                          |

# RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

| Office of Record (OFR)                                                                                                                                                                        | Retention No. | Records Description                                                                                                                                                                                           | Total Retention                 | Vital? | Media Options           | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------|-------------------------|---------------------------------------|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>                  |               |                                                                                                                                                                                                               |                                 |        |                         |                                       |                                             |                                                                                                                           |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                       |               |                                                                                                                                                                                                               |                                 |        |                         |                                       |                                             |                                                                                                                           |
| <i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                               |                                 |        |                         |                                       |                                             |                                                                                                                           |
| Lead Dept.                                                                                                                                                                                    | CW-031        | Reference Materials: Policies, Procedures, Brochures, Flyers, Handbooks, Manuals, Newsletters, Administrative Policies, Plans / Strategic Plans, etc.: Produced by <b>OTHER Departments</b>                   | When Superseded                 |        | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | Copies; GC §34090.7                                                                                                       |
| Lead Dept.                                                                                                                                                                                    | CW-032        | Reports and Studies (Historically significant - e.g., Zoning Studies)                                                                                                                                         | P                               |        | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | Administratively and Historically significant, therefore retained permanently; GC §34090                                  |
| Lead Dept.                                                                                                                                                                                    | CW-033        | Reports and Studies (other than Historically significant reports - e.g. Annual Reports)                                                                                                                       | 10 years                        |        | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | Department preference; Information is outdated after 10 years; If historically significant, retain permanently; GC §34090 |
| Lead Dept.                                                                                                                                                                                    | CW-034        | Special Projects / Subject Files / Issue Files                                                                                                                                                                | Minimum 2 years                 |        | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | Department Preference; GC §34090 et seq.                                                                                  |
| Lead Dept.                                                                                                                                                                                    | CW-035        | Subpoenas (appearance or duces tecum)                                                                                                                                                                         | 2 years                         |        | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | Department Preference; GC §34090 et seq.                                                                                  |
| Lead Dept.                                                                                                                                                                                    | CW-036        | Surveys / Questionnaires (that the City issues). If a summary of the data is compiled, the survey forms are considered a draft or transitory record, and can be destroyed as drafts (When No Longer Required) | 2 years                         |        | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | GC §34090                                                                                                                 |
| Lead Dept.                                                                                                                                                                                    | CW-037        | Training <b>Database</b> (Vector Solutions / Target Solutions)                                                                                                                                                | Indefinite -<br>Minimum 5 years |        | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | Data is interrelated; GC §34090 et seq.                                                                                   |

## RECORDS RETENTION SCHEDULE: CITY-WIDE STANDARDS

| Office of Record (OFR)                                                                                                                                                                        | Retention No. | Records Description                                                                                                                                                                                        | Total Retention | Vital? | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------|-------------------|------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>                  |               |                                                                                                                                                                                                            |                 |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                         |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                       |               |                                                                                                                                                                                                            |                 |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                         |
| <i>HOLDS: Litigation, claims, complaints, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                            |                 |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                         |
| Lead Dept.                                                                                                                                                                                    | CW-038        | Training Presented by City Staff - <b>COURSE RECORDS</b><br>(Attendance Rosters or Sign-in Sheets, Outlines and Materials; includes Ethics, Harassment, & Safety. Workplace Violence Training & Tailgates) | 5 years         |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; Meets OSHA requirements; Ethics Training is 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(ii), LC §6429(c); LC §6401.9(f), GC §§12946, 12960, 34090, 53235.2(b), 53237.2(b) |

## RECORDS RETENTION SCHEDULE: CITY ATTORNEY

| Office of Record (OFR)                                                                                                                                                       | Retention No. | Records Description                                                                                                                | Total Retention              | Vital?                | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------|-------------------|------------------------------|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards .</i>                                                                                    |               |                                                                                                                                    |                              |                       |                   |                              |                                    |                                                                                                                                                                                                |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>      |               |                                                                                                                                    |                              |                       |                   |                              |                                    |                                                                                                                                                                                                |
| <i>HOLDS: Litigation, claims, complaints, audits, pending records requests, and/or investigations suspend normal retention periods (retention resumes after settlement).</i> |               |                                                                                                                                    |                              |                       |                   |                              |                                    |                                                                                                                                                                                                |
| <b>CITY ATTORNEY</b>                                                                                                                                                         |               |                                                                                                                                    |                              |                       |                   |                              |                                    |                                                                                                                                                                                                |
| City Attorney                                                                                                                                                                | CA-001        | Advice Files / Attorney Work Product (Notes, etc.)                                                                                 | Minimum 2 years              | Yes: Until Settlement | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; GC §34090 et seq.                                                                                                                                                       |
| City Attorney                                                                                                                                                                | CA-002        | City Attorney Opinions / Legal Opinions                                                                                            | P                            | Yes: Until Resolution | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; ; CCP §§337. 337.1(a), 337.15, 343; GC §34090                                                                                                                           |
| City Attorney                                                                                                                                                                | CA-003        | Code Enforcement City Attorney Files                                                                                               | Minimum Resolution + 5 years | Yes: Until Settlement | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; GC §34090 et seq.                                                                                                                                                       |
| City Attorney                                                                                                                                                                | CA-004        | Lawsuits / Litigation<br><b>EXCLUDES</b> Final Settlement Agreements, Historically Significant Records (forward to the City Clerk) | Resolution + 5 years         | Yes: Until Resolution | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; Claim must be filed within 1 year, lawsuit within 2 years; complaints against peace officers within 5 years; CCP §337 et seq.; GC §§911.2, 34090, 34090.6; PC §832.5(b) |
| City Attorney                                                                                                                                                                | CA-005        | Lawsuits / Litigation<br><b>Final Settlement Agreements, Historically Significant Records</b>                                      | P                            | Yes: Until Resolution | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; ; CCP §§337. 337.1(a), 337.15, 343; GC §34090                                                                                                                           |
| City Attorney                                                                                                                                                                | CA-006        | Legislative Advocacies, Amicus Briefs, etc.                                                                                        | Minimum 2 years              |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; GC §34090                                                                                                                                                               |
| City Attorney                                                                                                                                                                | CA-007        | Potential Claims                                                                                                                   | Minimum 2 years              | Yes: Until Settlement | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; GC §34090 et seq.                                                                                                                                                       |
| City Attorney                                                                                                                                                                | CA-008        | Subject / Project Files                                                                                                            | Minimum 2 years              |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; GC §34090                                                                                                                                                               |

## RECORDS RETENTION SCHEDULE: CITY CLERK

| Office of Record (OFR)                                                                                                                                                                              | Retention No. | Records Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Total Retention | Vital?                 | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------|-------------------|------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards .</i>                                                                                                           |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                        |                   |                              |                                    |                                                                                                                                                                                                                                                                                             |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                        |                   |                              |                                    |                                                                                                                                                                                                                                                                                             |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                        |                   |                              |                                    |                                                                                                                                                                                                                                                                                             |
| <b>CITY CLERK</b>                                                                                                                                                                                   |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                        |                   |                              |                                    |                                                                                                                                                                                                                                                                                             |
| City Clerk                                                                                                                                                                                          | CC-001        | Agenda Packets: City Council, Finance Subcommittee<br><br>Includes Appeals, Budgets, Annual Financial Reports (CAFR, ACFR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                | P               | Yes: Prior to meeting  | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; GC §34090                                                                                                                                                                                                                                                            |
| City Clerk                                                                                                                                                                                          | CC-002        | Agreements & Contracts, Amendments - <b>ALL AFTER SCANNING / IMAGING, OR INFRASTRUCTURE, JPAs, MOUs</b><br><br><i>Agreement or Contract includes all contractual obligations (e.g. Scope of Work, all attachments and exhibits), and all Insurance Certificates</i><br><br><b>Examples of Infrastructure:</b> Architects, Buildings, bridges, covenants, development, environmental, Joint Powers, MOUs, park improvements, property & property restrictions, redevelopment, reservoirs, sewers, sidewalks, street & alley improvements, settlement, subdivisions, utilities, water, etc. | P               | Yes: Before Completion | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; All infrastructure contracts should be permanent for emergency response; Statute of Limitations is 10 years for Errors & Omissions; 4 years for all contracts; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a) |

## RECORDS RETENTION SCHEDULE: CITY CLERK

| Office of Record (OFR)                                                                                                                                                                              | Retention No. | Records Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Total Retention       | Vital?                 | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------------------|-------------------|------------------------------|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards .</i>                                                                                                           |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                       |                        |                   |                              |                                    |                                                                                                                                                                                                                                                 |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                       |                        |                   |                              |                                    |                                                                                                                                                                                                                                                 |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                       |                        |                   |                              |                                    |                                                                                                                                                                                                                                                 |
| City Clerk                                                                                                                                                                                          | CC-003        | <p>Agreements &amp; Contracts, Amendments - <b>NON-INFRASTRUCTURE, Professional Services Agreements, Tenant / Lease Agreements - NOT SCANNED / IMAGED</b> (Excludes Recreation instructor or performer contracts)</p> <p><i>Agreement or Contract includes all contractual obligations (e.g. Specifications and Successful Proposal or Scope of Work), and all Insurance Certificates</i></p> <p><b>Examples of Non-Infrastructure:</b><br/>Consultants, Franchises, Landscaping, Painting, Slurry Seals (Paving), Tree Trimming, Leases, Personnel, Professional Services, etc.</p> | Completion + 10 years | Yes: Before Completion | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; meets municipal government auditing standards; Statute of Limitations is 4 years; 10 years for Errors & Omissions; CCP §§337. 337.1(a), 337.15, 343; GC §34090, Contractor has retention requirements in 48 CFR 4.703(a) |
| City Clerk                                                                                                                                                                                          | CC-004        | Board & Commission / Committee Recruitment / Applications (All, whether appointed or not)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Minimum 2 years       |                        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §34090                                                                                                                                                                                                                                       |
| City Clerk                                                                                                                                                                                          | CC-005        | Board & Commission / Committee Maddy Act Lists / Vacancy Notices                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2 years               |                        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §34090                                                                                                                                                                                                                                       |
| City Clerk                                                                                                                                                                                          | CC-006        | <p>COIs / Certificate of Insurance / Insurance Certificates that can't be matched to an agreement or contract, but vendor may be doing business with the City</p> <p>(excludes non-records - those companies that are not currently doing business with the City)</p>                                                                                                                                                                                                                                                                                                                | 11 years              | Yes: Before Completion | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; Statute of Limitations is 10 years for Errors & Omissions; CCP §§337. 337.1(a), 337.15, 343; GC §34090                                                                                                                   |

## RECORDS RETENTION SCHEDULE: CITY CLERK

| Office of Record (OFR)                                                                                                                                                                              | Retention No. | Records Description                                                                                                                                                                         | Total Retention            | Vital?                 | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------------------|-------------------|------------------------------|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards .</i>                                                                                                           |               |                                                                                                                                                                                             |                            |                        |                   |                              |                                    |                                                                                                                                                                                        |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |               |                                                                                                                                                                                             |                            |                        |                   |                              |                                    |                                                                                                                                                                                        |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                             |                            |                        |                   |                              |                                    |                                                                                                                                                                                        |
| City Clerk                                                                                                                                                                                          | CC-007        | COIs / Certificate of Insurance / Insurance Certificates that can't be matched to an agreement or contract, NOT a current vendor of the City                                                | When No Longer Required    | Yes: Before Completion | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Not a City record                                                                                                                                                                      |
| City Clerk                                                                                                                                                                                          | CC-008        | City Articles of Incorporation                                                                                                                                                              | P                          |                        | Mag, Mfr, OD, Ppr | S / I                        | No                                 | Department preference; GC §34090                                                                                                                                                       |
| City Clerk                                                                                                                                                                                          | CC-009        | Claim for Damages / Claims Against the City / Verified Tort Claims                                                                                                                          | Final Resolution + 5 years | Yes: Until Resolution  | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; municipal government auditing standards is 5 years - Finance retains records of payments; Statute of Limitations is 4 years; CCP §§337 et seq., 343; GC §34090, |
| City Clerk                                                                                                                                                                                          | CC-010        | Claims to Recover Funds for the City: Subrogation Claims:/ Property Damage Claims / Restitution / Recovery of Damages to City Property / City's Invoices to Insurance Companies             | Final Resolution + 2 years |                        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; GC §34090                                                                                                                                                       |
| City Clerk                                                                                                                                                                                          | CC-011        | Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): <b>ELECTRONICALLY FILED</b>                                                                            | 10 years                   |                        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Statements filed electronically are required for 10 years; City maintains copies only; original statements are filed with FPPC; GC §81009(f)(g); GC §84615                             |
| City Clerk                                                                                                                                                                                          | CC-012        | FPPC Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): <b>DESIGNATED EMPLOYEES &amp; CONSULTANTS</b> (specified in the City's Conflict of Interest code) | Date Filed + 7 years       |                        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC                      | City maintains original statements; GC §81009(e)&(g)                                                                                                                                   |



## RECORDS RETENTION SCHEDULE: CITY CLERK

| Office of Record (OFR)                                                                                                                                                                              | Retention No. | Records Description                                                                                                                                                                                                                                                               | Total Retention      | Vital? | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd?     | Comments / Reference                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------|-------------------|------------------------------|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards .</i>                                                                                                           |               |                                                                                                                                                                                                                                                                                   |                      |        |                   |                              |                                        |                                                                                                                               |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |               |                                                                                                                                                                                                                                                                                   |                      |        |                   |                              |                                        |                                                                                                                               |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                   |                      |        |                   |                              |                                        |                                                                                                                               |
| City Clerk                                                                                                                                                                                          | CC-013        | FPPC Economic Interest Filings (FPPC 700 Series Forms - Statement of Economic Interests): PUBLIC OFFICIALS / 87200 Filers (elected & not elected. Includes City Council, Finance Subcommittee Members, Planning Commission Members, City Manager, City Treasurer & City Attorney) | Date Filed + 7 years |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC                          | Standard municipal government practice; City maintains copies only; original statements are filed with FPPC; GC §81009(f)&(g) |
| City Clerk                                                                                                                                                                                          | CC-014        | FPPC Form 801 (Gift to Agency Report)                                                                                                                                                                                                                                             | 7 years              |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC                          | Must post on website; GC §81009(e)                                                                                            |
| City Clerk                                                                                                                                                                                          | CC-015        | FPPC Form 802 (Event Ticket / Pass Distributions Agency Report)                                                                                                                                                                                                                   | 7 years              |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC                          | Should post on website for 4 years; GC §81009(e)                                                                              |
| City Clerk                                                                                                                                                                                          | CC-016        | FPPC Form 803 (Behested Payment Report)                                                                                                                                                                                                                                           | 7 years              |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC                          | GC §81009(e)                                                                                                                  |
| City Clerk                                                                                                                                                                                          | CC-017        | FPPC Form 806 (Agency Report of Public Official Appointments)                                                                                                                                                                                                                     | 7 years              |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC                          | Must post on website; 2 CCR 18705.5; 2 CCR 18702.5(b)(3); GC §34090; GC §81009(e)                                             |
| <b>CITY CLERK ELECTIONS (CONSOLIDATED)</b>                                                                                                                                                          |               |                                                                                                                                                                                                                                                                                   |                      |        |                   |                              |                                        |                                                                                                                               |
| City Clerk                                                                                                                                                                                          | CC-018        | Campaign Filings (FPPC 400 Series Forms & Form 501): <b>SUCCESSFUL CANDIDATES</b> (Elected Officials)                                                                                                                                                                             | P                    |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC                          | GC §81009(b)&(g)                                                                                                              |
| City Clerk                                                                                                                                                                                          | CC-019        | Campaign Filings (FPPC 400 Series Forms & Form 501): <b>UNSUCCESSFUL CANDIDATES ELECTRONICALLY FILED - WITH or WITHOUT Committees</b>                                                                                                                                             | 10 years             |        | Mag, Ppr          |                              | <a href="#">Yes: After QC &amp; OD</a> | Statements filed electronically are required for 10 years; GC §81009(b)&(g); GC §84615                                        |
| City Clerk                                                                                                                                                                                          | CC-020        | Campaign Filings (FPPC 400 Series Forms): <b>THOSE NOT REQUIRED TO FILE ORIGINAL WITH CITY CLERK</b> (copies)                                                                                                                                                                     | 4 years              |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC                          | GC §81009(f)&(g)                                                                                                              |

## RECORDS RETENTION SCHEDULE: CITY CLERK

| Office of Record (OFR)                                                                                                                                                                              | Retention No. | Records Description                                                                                                                                                                                                                                                                                                      | Total Retention                                       | Vital? | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|--------|-------------------|------------------------------|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards .</i>                                                                                                           |               |                                                                                                                                                                                                                                                                                                                          |                                                       |        |                   |                              |                                    |                                                                                                                                                                                              |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |               |                                                                                                                                                                                                                                                                                                                          |                                                       |        |                   |                              |                                    |                                                                                                                                                                                              |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                                                          |                                                       |        |                   |                              |                                    |                                                                                                                                                                                              |
| City Clerk                                                                                                                                                                                          | CC-021        | Campaign Filings (FPPC 400 Series Forms): <b>OTHER COMMITTEES</b> (PACS - not candidate-controlled)                                                                                                                                                                                                                      | 7 years                                               |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC                      | GC §81009(c)&(g)                                                                                                                                                                             |
| City Clerk                                                                                                                                                                                          | CC-022        | Campaign Filings (FPPC 400 Series Forms, 501 Form): <b>UNSUCCESSFUL CANDIDATES</b>                                                                                                                                                                                                                                       | 5 years                                               |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC                      | GC §81009(b)&(g)                                                                                                                                                                             |
| City Clerk                                                                                                                                                                                          | CC-023        | Candidate File: Nomination Papers, Candidate Statement Forms, Ballot Designation Forms, etc. - <b>SUCCESSFUL CANDIDATES</b>                                                                                                                                                                                              | Term of Office + 4 years                              |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; CA law states term of office and 4 years after the expiration of term and does not delineate between the two; EC §17100                                               |
| City Clerk                                                                                                                                                                                          | CC-024        | Candidate File: Nomination Papers, Candidate Statement Forms, Ballot Designation Forms, etc. - <b>UNSUCCESSFUL CANDIDATES</b>                                                                                                                                                                                            | Election + 4 years                                    |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | CA law states term of office and 4 years after the expiration of term and does not delineate between the two; EC §17100                                                                      |
| City Clerk                                                                                                                                                                                          | CC-025        | Elections - GENERAL, WORKING or ADMINISTRATION Files (Correspondence, Applications to fill a Vacancy on the City Council, Finance Subcommittee, Precinct Maps, County Election Services, Candidate Statements to be printed in the Sample Ballot, Polling Locations and Precinct Board Members, Notices, Postings, etc.) | Minimum 2 years                                       |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §34090                                                                                                                                                                                    |
| City Clerk                                                                                                                                                                                          | CC-026        | Elections - <b>HISTORICAL</b> Files (Copies of Sample Ballot, Copy of Resolution Declaring Results, etc.)                                                                                                                                                                                                                | P                                                     |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; GC §34090                                                                                                                                                             |
| City Clerk                                                                                                                                                                                          | CC-027        | Elections - Petitions (Initiative, Recall or Referendum) - <b>IF INSUFFICIENT</b>                                                                                                                                                                                                                                        | Final Examination + 1 year after petition examination |        | Ppr               |                              |                                    | Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400 |

## RECORDS RETENTION SCHEDULE: CITY CLERK

| Office of Record (OFR)                                                                                                                                                                              | Retention No. | Records Description                                                                                                                                                                                                         | Total Retention    | Vital? | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------|-------------------|------------------------------|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards .</i>                                                                                                           |               |                                                                                                                                                                                                                             |                    |        |                   |                              |                                    |                                                                                                                                                                                                             |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |               |                                                                                                                                                                                                                             |                    |        |                   |                              |                                    |                                                                                                                                                                                                             |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                             |                    |        |                   |                              |                                    |                                                                                                                                                                                                             |
| City Clerk                                                                                                                                                                                          | CC-028        | Elections - Petitions (Initiative, Recall or Referendum) - <b>IF SUFFICIENT</b>                                                                                                                                             | Results + 8 months |        | Ppr               |                              |                                    | Not accessible to the public; The 8 month retention applies after election results, or final examination if no election, unless there is a legal or FPPC proceeding. EC §§17200(b)(3), 17400                |
| <b>(End of Elections Section)</b>                                                                                                                                                                   |               |                                                                                                                                                                                                                             |                    |        |                   |                              |                                    |                                                                                                                                                                                                             |
| City Clerk                                                                                                                                                                                          | CC-029        | Ethics Training Certificates for City Council, Finance Subcommittee, Board and Commission Members, and Employees (in NetFile Portal)                                                                                        | 5 years            |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §§ 3105, 12946, 12960, 34090, 53235.2(b)                                                                                                                                                                 |
| City Clerk                                                                                                                                                                                          | CC-030        | Historical Records / Archives, Photographs, & Historical Projects (e.g. City Anniversaries, Incorporation, City Seal, Awards of significant historical interest, Grand Openings, Historically significant litigation, etc.) | P                  |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC'd & OD               | City Clerk determines historical significance; records can address a variety of subjects and media. Some media (e.g. audio and video tape) may be limited because of the media's life expectancy; GC §34090 |
| City Clerk                                                                                                                                                                                          | CC-031        | Minutes: City Council, Finance Subcommittee                                                                                                                                                                                 | P                  |        | Mag, Mfr, OD, Ppr | S / I                        | No                                 | GC §34090(e)                                                                                                                                                                                                |
| City Clerk                                                                                                                                                                                          | CC-032        | Ordinances                                                                                                                                                                                                                  | P                  |        | Mag, Mfr, OD, Ppr | S / I                        | No                                 | GC §34090(e)                                                                                                                                                                                                |
| City Clerk                                                                                                                                                                                          | CC-033        | Petitions (submitted to Council on any subject - Dog Parks, Parking, Traffic Calming, etc.) See Elections for Initiative, Recall or Referendum Petitions                                                                    | 1 year             |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Law requires 1 year for petitions; GC §50115                                                                                                                                                                |
| City Clerk                                                                                                                                                                                          | CC-034        | Proclamations & Commendations                                                                                                                                                                                               | 2 years            |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §34090                                                                                                                                                                                                   |

## RECORDS RETENTION SCHEDULE: CITY CLERK

| Office of Record (OFR)                                                                                                                                                                              | Retention No. | Records Description                                                                                                                                    | Total Retention  | Vital? | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------|-------------------|------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards .</i>                                                                                                           |               |                                                                                                                                                        |                  |        |                   |                              |                                    |                                                                                                                                       |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |               |                                                                                                                                                        |                  |        |                   |                              |                                    |                                                                                                                                       |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                        |                  |        |                   |                              |                                    |                                                                                                                                       |
| City Clerk                                                                                                                                                                                          | CC-035        | Prop. 218 (Property-based fees - Sewer Fees: <b>Protest Letters / Ballots, Tabulation</b> (Public Works / Utilities retains Notices and Mailing Lists) | 2 years          |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §53753(e)(2)                                                                                                                       |
| City Clerk                                                                                                                                                                                          | CC-036        | Public Records Requests / Subpoenas Duces Tecum / Summons                                                                                              | 2 years          |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §34090                                                                                                                             |
| City Clerk                                                                                                                                                                                          | CC-037        | Recorded Documents: Deeds, Easements, Final Order of Condemnation, Full Reconveyance, Liens and Releases, Notice of Completion, Rights of Way          | P                |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §34090(a)                                                                                                                          |
| City Clerk                                                                                                                                                                                          | CC-038        | Recordings: Audio Recordings / Video Recordings: City Council, Finance Subcommittee                                                                    | Minimum 15 years |        | Mag               |                              |                                    | Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.7 |
| City Clerk                                                                                                                                                                                          | CC-039        | Records Destruction Authorization Forms & Certifications (All Departments)                                                                             | 10 years         |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC'd & OD               | Department preference; GC §34090                                                                                                      |
| City Clerk                                                                                                                                                                                          | CC-040        | Resolutions: City Council, Finance Subcommittee                                                                                                        | P                |        | Mag, Mfr, OD, Ppr | S / I                        | No                                 | GC §34090(e)                                                                                                                          |

# **RECORDS RETENTION SCHEDULE: CITY MANAGER** (Communications, PCTV, Information Technology)

| Office of Record (OFR)                                                                                                                                                                              | Retention No. | Records Description                                                                    | Total Retention                  | Vital? | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------|----------------------------------|--------|-------------------|------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards .</i>                                                                                                           |               |                                                                                        |                                  |        |                   |                              |                                    |                                                                                                                                       |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |               |                                                                                        |                                  |        |                   |                              |                                    |                                                                                                                                       |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                        |                                  |        |                   |                              |                                    |                                                                                                                                       |
| <b>CITY MANAGER</b>                                                                                                                                                                                 |               |                                                                                        |                                  |        |                   |                              |                                    |                                                                                                                                       |
| City Manager                                                                                                                                                                                        | CM-001        | Legislative Advocacies, Support or Opposition to proposed Federal or State Legislation | Minimum 2 years                  |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; GC §34090                                                                                                      |
| City Manager                                                                                                                                                                                        | CM-002        | Project Files / Subject Files (Subject will change over time)                          | Minimum 2 years                  |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; GC §34090 et seq.                                                                                              |
| Finance                                                                                                                                                                                             | CM-003        | Travel Records / Expense Reports                                                       | Copies - When No Longer Required |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §34090.7                                                                                                                           |
| <b>CITY MANAGER / COMMUNICATIONS</b>                                                                                                                                                                |               |                                                                                        |                                  |        |                   |                              |                                    |                                                                                                                                       |
| City Manager / Commun.                                                                                                                                                                              | CM-004        | Press Releases / Media Releases / Public Relations (Excludes Police)                   | 2 years                          |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC'd & OD               | GC §34090 et seq.                                                                                                                     |
| City Manager / Commun.                                                                                                                                                                              | CM-005        | Recordings: Video - <b>Public Areas / Public Activity</b>                              | When No Longer Required          |        | Mag               |                              |                                    | Does not record regular and ongoing operations; GC §34090.6 et seq,                                                                   |
| City Clerk OR Planning                                                                                                                                                                              | CM-006        | Recordings: Audio Recordings / Video Recordings: City Council, Planning Commission     | Minimum 15 years                 |        | Mag               |                              |                                    | Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.7 |
| <b>CITY MANAGER / PCTV</b>                                                                                                                                                                          |               |                                                                                        |                                  |        |                   |                              |                                    |                                                                                                                                       |
| Communic. / PCTV                                                                                                                                                                                    | CM-007        | Pinole Community Television (PCTV) Programming, Production & Scheduling                | When No Longer Required          |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Preliminary drafts; GC §34090 et seq.                                                                                                 |
| Communic. / PCTV                                                                                                                                                                                    | CM-008        | Pinole Community Television (PCTV) Video Footage: Historical events & programming      | P                                |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC'd & OD               | When content is of historic significance; GC §34090.7                                                                                 |

# **RECORDS RETENTION SCHEDULE: CITY MANAGER** (Communications, PCTV, Information Technology)

| Office of Record (OFR)                                                                                                                                                                              | Retention No. | Records Description                                                                                                                                                                    | Total Retention                                 | Vital? | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|--------|-------------------|---------------------------------------|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards.</i>                                                                                                            |               |                                                                                                                                                                                        |                                                 |        |                   |                                       |                                    |                                                                                                                                                                                                                        |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |               |                                                                                                                                                                                        |                                                 |        |                   |                                       |                                    |                                                                                                                                                                                                                        |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                        |                                                 |        |                   |                                       |                                    |                                                                                                                                                                                                                        |
| Communic. / PCTV                                                                                                                                                                                    | CM-009        | Pinole Community Television (PCTV) Video Media -Bulletin Board, Events, Interviews (DVD & Video) -<br><b>Not public meetings</b> - See City Clerk or Planning                          | 2 years                                         |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes:<br>After QC'd & OD            | GC §34090 et seq.                                                                                                                                                                                                      |
| <b>CITY MANAGER / INFORMATION TECHNOLOGY</b>                                                                                                                                                        |               |                                                                                                                                                                                        |                                                 |        |                   |                                       |                                    |                                                                                                                                                                                                                        |
| Information Technology                                                                                                                                                                              | CM-010        | Backups - <b>DAILY, WEEKLY</b>                                                                                                                                                         | When No Longer Required                         | Yes    | Mag.              |                                       |                                    | Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; GC §34090 et seq.                                                                                            |
| Information Technology                                                                                                                                                                              | CM-011        | Enterprise System Catalogue (Listing of Enterprise-wide Software, posted on line - SB 272)                                                                                             | When Superseded                                 |        | Mag.              |                                       |                                    | GC §34090 et seq.                                                                                                                                                                                                      |
| Information Technology                                                                                                                                                                              | CM-012        | Network Configuration Maps & Plans                                                                                                                                                     | When No Longer Required                         |        | Mag.              |                                       |                                    | Preliminary documents not retained in the ordinary course of business; GC §34090 et seq.                                                                                                                               |
| Information Technology                                                                                                                                                                              | CM-013        | <b>UNALTERABLE MEDIA / IMMUTABLE CLOUD BACKUP</b> / (WORM / DVD-r / CD-r / Blue Ray-R / Optical Disk) or other unalterable media that does not permit additions, deletions, or changes | Follows Retention of Official Electronic Record |        | OD                |                                       |                                    | For legal compliance for Trustworthy Electronic Records (when the electronic record serves as the official record); must be stored in a "safe and separate location"; GC 34090, 12168.7, EVC 1550, 2 CCR 22620 et seq. |

**RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT**  
**(Building, Code Enforcement, Economic Development, Housing, Planning)**

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                        | Total Retention                 | Vital?    | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------|-------------------|------------------------------|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                            |                                 |           |                   |                              |                                    |                                                                                                                                                                                                                                                 |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                            |                                 |           |                   |                              |                                    |                                                                                                                                                                                                                                                 |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                            |                                 |           |                   |                              |                                    |                                                                                                                                                                                                                                                 |
| <b>COMMUNITY DEVELOPMENT / BUILDING</b>                                                                                                                                                      |               |                                                                                                                                            |                                 |           |                   |                              |                                    |                                                                                                                                                                                                                                                 |
| Community Develop. / Building                                                                                                                                                                | CD-001        | Building Permit Database (Central Square                                                                                                   | Indefinite (Permanent)          | Yes (all) | Mag               |                              |                                    | Department Preference - Data is interrelated; GC §34090, H&S §19850                                                                                                                                                                             |
| Community Develop. / Building                                                                                                                                                                | CD-002        | Address Files / <b>Building Permits</b> (Construction Notices, Compliance Orders, Stop Work Orders, etc.)                                  | P                               | Yes (all) | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; Statewide guidelines propose permanent; GC §34090, H&S §19850                                                                                                                                                            |
| Community Develop. / Building                                                                                                                                                                | CD-003        | Annexations / Boundaries / Consolidations / LAFCO                                                                                          | P                               |           | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; GC §34090                                                                                                                                                                                                                |
| Community Develop. / Building                                                                                                                                                                | CD-004        | Building Plans - <b>Cancelled or Withdrawn (Permit never issued)</b>                                                                       | Upon Cancellation or withdrawal |           | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; Preliminary drafts not retained in the ordinary course of business; CBC §104.7; H&S§19850, GC §34090                                                                                                                     |
| Community Develop. / Building                                                                                                                                                                | CD-005        | Building Plans - <b>Expired (Permit never issued)</b>                                                                                      | P                               |           | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; CBC §104.7; H&S§19850, GC §34090                                                                                                                                                                                         |
| Community Develop. / Building                                                                                                                                                                | CD-006        | Building Plans - <b>Finalled - INDUSTRIAL, COMMERCIAL, MULTI-FAMILY DWELLINGS, PLACES OF PUBLIC ACCOMMODATION, TENANT IMPROVEMENTS</b>     | P                               | Yes (all) | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; Law requires for the life of the building for commercial and common interest dwellings only; Statewide guidelines propose 2 years for blueprints & specifications; CBC 104.7 & 107.5, H&S§19850, GC §34090               |
| Community Develop. / Building                                                                                                                                                                | CD-007        | Building Plans - <b>Finalled - SINGLE FAMILY RESIDENTIAL - SFR and APPURTENANCES</b> (after 2017, when electronic filing was implemented.) | P                               |           | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; Site Plans Only for dwellings less than 2 stories, garages & appurtenances, farms/ranches, 1-story with bearing walls less than 25'; CBC requires 180 days from completion date; CBC 104.7 & 107.5, H&S§19850, GC §34090 |

# RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT (Building, Code Enforcement, Economic Development, Housing, Planning)

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                           | Total Retention                  | Vital?                | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------------------|-------------------|------------------------------|------------------------------------|--------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                               |                                  |                       |                   |                              |                                    |                                                              |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                               |                                  |                       |                   |                              |                                    |                                                              |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                               |                                  |                       |                   |                              |                                    |                                                              |
| Community Develop. / Building                                                                                                                                                                | CD-008        | Certificate of Occupancy (Cofo)                                                                                                                               | P                                |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; GC §34090                             |
| Community Develop. / Building                                                                                                                                                                | CD-009        | Plan Check Comments                                                                                                                                           | When Permit is Finalled          |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Preliminary Drafts; GC §34090                                |
| Community Develop. / Building                                                                                                                                                                | CD-010        | <b>Reports:</b> Building Activity                                                                                                                             | When No Longer Required          |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Preliminary Drafts (the database is the original); GC §34090 |
| Community Develop. / Building                                                                                                                                                                | CD-011        | Requests & Permissions to Receive Copies of Plans (to and from Architects)                                                                                    | 2 years                          |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §34090                                                    |
| Community Develop. / Building                                                                                                                                                                | CD-012        | Uniform Building Codes / California Building Codes                                                                                                            | When Superseded                  |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §50022.6                                                  |
| <b>COMMUNITY DEVELOPMENT / CODE ENFORCEMENT</b>                                                                                                                                              |               |                                                                                                                                                               |                                  |                       |                   |                              |                                    |                                                              |
| Lead Dept.                                                                                                                                                                                   | CD-013        | _Permit Database (Comcate)                                                                                                                                    | Indefinite - Minimum 2 years     | Yes (all)             | Mag, Mfr, OD, Ppr | S/I                          | Yes: After QC & OD                 | Department Preference - Data is interrelated; GC §34090,     |
| Community Develop. / Code Enforcement                                                                                                                                                        | CD-014        | Appeals / Hearing Officer Determinations / Appeals of Code Enforcement Actions / Notifications to Parties                                                     | Minimum 2 years                  |                       | Mag, Mfr, OD, Ppr | S/I                          | Yes: After QC & OD                 | Department preference; GC §34090                             |
| Community Develop. / Code Enforcement                                                                                                                                                        | CD-015        | Code Enforcement / Abatement Case Files (Includes Administrative Citations / Citations, Notice of Violations, Photos, and Code Enforcement Complaint Letters) | Minimum 2 years                  | Yes: Until Resolution | Mag, Mfr, OD, Ppr | S/I                          | Yes: After QC & OD                 | Department preference; GC §34090                             |
| City Clerk                                                                                                                                                                                   | CD-016        | Liens & Releases                                                                                                                                              | Copies - When No Longer Required |                       | Mag, Mfr, OD, Ppr | S/I                          | Yes: After QC & OD                 | GC §34090.7                                                  |



**RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT**  
**(Building, Code Enforcement, Economic Development, Housing, Planning)**

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                                                                                                                                                                                                                       | Total Retention                                                  | Vital? | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|--------|-------------------|------------------------------|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                                                                                                                                                                                                                           |                                                                  |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                                  |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                                                                                                                                                                                                                           |                                                                  |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                                  |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                                                                                                           |                                                                  |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                                  |
| <b>COMMUNITY DEVELOPMENT / ECONOMIC DEVELOPMENT</b>                                                                                                                                          |               |                                                                                                                                                                                                                                                                                                                                                                           |                                                                  |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                                  |
| Community Develop. / Economic Development                                                                                                                                                    | CD-017        | Economic Development Projects / Business Recruitment or Retention (IF Content relates in a SUBSTANTIVE way to the conduct of the public's business)                                                                                                                                                                                                                       | Minimum 2 years                                                  |        | Mag, Mfr, OD, Ppr | S/I                          | Yes: After QC & OD                 | Department preference; GC §34090                                                                                                                                                                                                                                                                                                                                 |
| <b>COMMUNITY DEVELOPMENT / HOUSING</b>                                                                                                                                                       |               |                                                                                                                                                                                                                                                                                                                                                                           |                                                                  |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                                  |
| Community Develop. / Housing                                                                                                                                                                 | CD-018        | CDBG Administration (Community Development Block Grant) ( <b>SUCCESSFUL</b> Reports, other records required to pass the funding agency's audit, if required)<br><br>Applications (successful), copy of grant agreement, copies of invoices, program rules, regulations & procedures, reports to grant funding agencies, correspondence, audit records, completion records | After Funding Agency Audit, if required - <b>Minimum 5 years</b> |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a&b), 29 CFR 97.42; OMB Circular A-110 & A-133; GC §34090 |
| Community Develop. / Housing                                                                                                                                                                 | CD-019        | Housing Plans: Consolidated Annual Performance and Evaluation Review (CAPER) / Comprehensive Housing Affordability Strategy (CHAS) / Consolidated Action Plan / Analysis of Impediments to Fair Housing Choices / Citizen Participation Plan / Action Plans, etc.                                                                                                         | Expiration + 5 years                                             |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Required for 5 years; 24 CFR 91.105(h); GC §34090                                                                                                                                                                                                                                                                                                                |

**RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT**  
**(Building, Code Enforcement, Economic Development, Housing, Planning)**

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                                                                                                                                                       | Total Retention                                                                                             | Vital?    | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-----------|-------------------|------------------------------|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                                                                                                                                                           |                                                                                                             |           |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                              |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                                                                                                                                                           |                                                                                                             |           |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                              |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                                           |                                                                                                             |           |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                              |
| Community Develop. / Housing                                                                                                                                                                 | CD-020        | Housing Programs: Affordable Housing Projects, Lead-Based Paint, Rehabilitation, CDBG-funded Housing Projects, etc.<br><br><b>WITH a Recapture / Resale Restriction / WITH Affordability Restrictions</b><br><br>Trust Deeds are kept in file; Deeds to property owned by the City are sent to City Clerk | 5 years after the Affordability Period Terminates, or the Written Agreement Terminates, Whichever is Longer |           | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | HUD requires 5 years after the project completion; documents imposing recapture / resale restrictions are 5 years after the affordability period terminates; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; 24 CFR 200.334; 24 CFR 92.508(a)(c)(2); 29 CFR 97.42, GC §34090 |
| Community Develop. / Housing                                                                                                                                                                 | CD-021        | Housing Programs: Affordable Housing Projects, Lead-Based Paint, Rehabilitation, CDBG-funded Housing Projects, etc.<br><br><b>WITHOUT a Recapture / Resale Restriction</b><br><br>Trust Deeds are kept in file; Deeds to property owned by the City are sent to City Clerk                                | Loan Pay-off OR Forgiveness + 5 years                                                                       |           | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | HUD requires 5 years after the agreement terminates; Consistent with Consolidated Plan Requirements; Required for 3-4 years from expenditure or performance report; 24 CFR 85.42, 92.508(a)&(c) & 570.502(a)(16), 982.158, 884.214; 29 CFR 97.42, GC §34090                                                                  |
| <b>COMMUNITY DEVELOPMENT / PLANNING</b>                                                                                                                                                      |               |                                                                                                                                                                                                                                                                                                           |                                                                                                             |           |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                              |
| Lead Dept.                                                                                                                                                                                   | CD-022        | Permit Database (Central Square                                                                                                                                                                                                                                                                           | Indefinite (Permanent)                                                                                      | Yes (all) | Mag, Mfr, OD, Ppr | S/I                          | Yes: After QC & OD                 | Department Preference - Data is interrelated and contains Building Permits and other Permanent Records; GC §34090, H&S §19850                                                                                                                                                                                                |

**RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT**  
**(Building, Code Enforcement, Economic Development, Housing, Planning)**

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Total Retention | Vital? | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------|-------------------|------------------------------|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |        |                   |                              |                                    |                                                                                                                                                       |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |        |                   |                              |                                    |                                                                                                                                                       |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |        |                   |                              |                                    |                                                                                                                                                       |
| Community Develop. / Planning                                                                                                                                                                | CD-023        | <b>Planning Projects - Discretionary &amp; Ministerial - APPROVED</b> Permanent Entitlements & Permits<br><br><b>(Includes Applications, CEQA Noticing, Conditions of Approval, Environmental Determinations, Staff Reports, Plans, Soils Reports, etc.)</b><br><br>Examples:<br>Conditional Use Permits (CUPs)<br>Development Permit<br>General Plan / General Plan Amendments<br>Lot Line Adjustment<br>Rezones<br>Sign Permits<br>Specific Plan<br>Tentative Subdivision Maps / Parcels Maps<br>Use Permits<br>Variance<br>Zoning Clearance<br>Zoning Ordinance / Updates | P               | Yes    | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090, 34090.7 |
| Community Develop. / Planning                                                                                                                                                                | CD-024        | <b>Planning Projects - Discretionary &amp; Ministerial</b> - Applications that are EXPIRED, WITHDRAWN, or No Action                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Minimum 2 years | Yes    | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; GC §34090, 34090.7                                                                                                             |
| Community Develop. / Planning                                                                                                                                                                | CD-025        | Advanced Planning / Long Range Planning / Project Implementation (Final Documents only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | P               |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; GC §34090                                                                                                                      |

**RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT**  
**(Building, Code Enforcement, Economic Development, Housing, Planning)**

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                                                                                                                                       | Total Retention                      | Vital? | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|--------|-------------------|------------------------------|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                                                                                                                                           |                                      |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                                                                     |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                                                                                                                                           |                                      |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                                                                     |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                           |                                      |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                                                                     |
| Community Develop. / Planning                                                                                                                                                                | CD-026        | Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA - <b>Where Planning is the Lead</b><br><br><b>Correspondence and staff notes</b> that provide insight into the project or the agency's CEQA compliance with respect to the project | Project Approval or Denial + 2 years |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (2020) 53 Cal.App.5th 733; PRC 21167,6; GC §34090 |
| Community Develop. / Planning                                                                                                                                                                | CD-027        | Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, Notice of Exemption (NOE), etc.) / CEQA <b>Inside City boundaries - Where Planning is the Lead</b>                                                                                              | P                                    |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Usually filed in the project file; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §34090                                                                                                                                                                                                                                            |
| Community Develop. / Planning                                                                                                                                                                | CD-028        | General Plan, Elements and Amendments / Master Plans, Specific Plans, Land Use Plans and Amendments; General Plan Interpretations                                                                                                                                                         | P                                    |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; GC §34090                                                                                                                                                                                                                                                                                                                                                                    |
| Community Develop. / Planning                                                                                                                                                                | CD-029        | Historical Designations / Historical Landmarks                                                                                                                                                                                                                                            | P                                    |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; GC §34090                                                                                                                                                                                                                                                                                                                                                                    |
| Community Develop. / Planning                                                                                                                                                                | CD-030        | Home Occupation Permits                                                                                                                                                                                                                                                                   | P                                    |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; GC §34090                                                                                                                                                                                                                                                                                                                                                                    |
| Community Develop. / Planning                                                                                                                                                                | CD-031        | Materials Boards                                                                                                                                                                                                                                                                          | When No Longer Required              |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Preliminary drafts not retained in the ordinary course of business; GC §34090                                                                                                                                                                                                                                                                                                                       |
| Community Develop. / Planning                                                                                                                                                                | CD-032        | Planning Commission <b>AGENDAS &amp; STAFF REPORTS</b>                                                                                                                                                                                                                                    | P                                    |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; GC §34090                                                                                                                                                                                                                                                                                                                                                                    |

**RECORDS RETENTION SCHEDULE: COMMUNITY DEVELOPMENT**  
**(Building, Code Enforcement, Economic Development, Housing, Planning)**

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                     | Total Retention      | Vital?            | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------|----------------------|-------------------|-------------------|------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                         |                      |                   |                   |                              |                                    |                                                                                                                                       |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                         |                      |                   |                   |                              |                                    |                                                                                                                                       |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                         |                      |                   |                   |                              |                                    |                                                                                                                                       |
| Community Develop. / Planning                                                                                                                                                                | CD-033        | Planning Commission<br><b>AUDIO RECORDINGS, VIDEO RECORDINGS</b>                                        | Minimum 15 years     |                   | Mag               |                              |                                    | Department preference; Audio Required for 30 days; GC §54953.5(b); video recordings of meetings are required for 90 days; GC §34090.7 |
| Community Develop. / Planning                                                                                                                                                                | CD-034        | Planning Commission<br><b>MINUTES</b>                                                                   | P                    |                   | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §34090(e)                                                                                                                          |
| Community Develop. / Planning                                                                                                                                                                | CD-035        | Special Event Permits / Film Permits / Temporary Use Permits issued by Planning (Approved & Unapproved) | Expiration + 2 years | Yes: During Event | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §34090                                                                                                                             |
| Community Develop. / Planning                                                                                                                                                                | CD-036        | Zoning Clearance Forms / Zoning Verification Letters                                                    | P                    | Yes (all)         | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; GC §34090                                                                                                      |
| Community Develop. / Planning                                                                                                                                                                | CD-037        | Zoning Maps (Historically Significant)                                                                  | P                    | Yes (all)         | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; GC §34090                                                                                                      |
| Community Develop. / Planning                                                                                                                                                                | CD-038        | Zoning Ordinance Amendments / Zone Changes                                                              | P                    | Yes               | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference (copies); GC §34090.7                                                                                           |

# RECORDS RETENTION SCHEDULE: COMMUNITY SERVICES

| Office of Record (OFR)                                                                                                                                                                              | Retention No. | Records Description                                                                                                                                                                                                                           | Total Retention                 | Vital?                             | Media Options           | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|------------------------------------|-------------------------|---------------------------------------|---------------------------------------------|-------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                             |               |                                                                                                                                                                                                                                               |                                 |                                    |                         |                                       |                                             |                                                                                           |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |               |                                                                                                                                                                                                                                               |                                 |                                    |                         |                                       |                                             |                                                                                           |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                               |                                 |                                    |                         |                                       |                                             |                                                                                           |
| <b>COMMUNITY SERVICES</b>                                                                                                                                                                           |               |                                                                                                                                                                                                                                               |                                 |                                    |                         |                                       |                                             |                                                                                           |
| Community Services                                                                                                                                                                                  | CS-001        | Registration <b>Database</b> (includes electronic applications, waivers etc.)                                                                                                                                                                 | Indefinite -<br>Minimum 2 years | Yes                                | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC'd & OD                     | Department preference; GC §34090                                                          |
| Community Services                                                                                                                                                                                  | CS-002        | Activity Guide / Class Guide / Program Guide / Brochures (Final)                                                                                                                                                                              | Minimum 2 years                 |                                    | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC'd & OD                     | Department preference; GC §34090                                                          |
| Community Services                                                                                                                                                                                  | CS-003        | Applications / Participants' Registration / Liability Forms / Release of Liability Forms / Photo Releases / Waivers of Liability / Permissions: Camps, Field Trips, Authorization to give Medicine, etc.<br><br>(ALL Facilities and Programs) | 2 years                         | Yes: During<br>Class or<br>Program | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC'd & OD                     | GC §34090                                                                                 |
| Community Services                                                                                                                                                                                  | CS-004        | Community Services Commission / formerly Parks & Recreation Commission<br><b>AGENDAS &amp; STAFF REPORTS</b>                                                                                                                                  | Minimum 2 years                 | Yes: Prior to<br>meeting           | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | Department Preference; GC §34090                                                          |
| Community Services                                                                                                                                                                                  | CS-005        | Community Services Commission / formerly Parks & Recreation Commission<br><b>AUDIO RECORDINGS</b>                                                                                                                                             | Minimum 2 years                 |                                    | Mag                     |                                       |                                             | Department preference; Audio Required for 30 days; GC §54953.5(b)                         |
| Community Services                                                                                                                                                                                  | CS-006        | Community Services Commission / formerly Parks & Recreation Commission<br><b>MINUTES</b>                                                                                                                                                      | P                               |                                    | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | GC §34090(e)                                                                              |
| Community Services                                                                                                                                                                                  | CS-007        | Community Services Commission / formerly Parks & Recreation Commission<br><b>VIDEO RECORDINGS</b>                                                                                                                                             | Minimum 2 years                 |                                    | Mag                     |                                       |                                             | Department preference; video recordings of meetings are required for 90 days; GC §34090.7 |
| Community Services                                                                                                                                                                                  | CS-008        | Contracts for Performances / Instructors (other types of Contracts are sent to City Clerk)                                                                                                                                                    | Completion +<br>2 years         |                                    | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | Department preference; GC §34090                                                          |
| Community Services                                                                                                                                                                                  | CS-009        | Evaluations / Surveys (Programmatic Evaluations of Recreation programs)                                                                                                                                                                       | When No<br>Longer<br>Required   |                                    | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC'd & OD                     | Content Not Substantive / Preliminary drafts / Transitory records; GC §34090              |

## RECORDS RETENTION SCHEDULE: COMMUNITY SERVICES

| Office of Record (OFR)                                                                                                                                                                              | Retention No. | Records Description                                                                                                                                                                                                                                                              | Total Retention         | Vital?                       | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|------------------------------|-------------------|---------------------------------------|---------------------------------------------|--------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                             |               |                                                                                                                                                                                                                                                                                  |                         |                              |                   |                                       |                                             |                                                                                                        |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |               |                                                                                                                                                                                                                                                                                  |                         |                              |                   |                                       |                                             |                                                                                                        |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                  |                         |                              |                   |                                       |                                             |                                                                                                        |
| Community Services                                                                                                                                                                                  | CS-010        | Facility Use Requests / Field Rentals / Facility Use Applications and Permits (Includes Insurance Certificates and ABC Permits where appropriate)                                                                                                                                | 2 years                 |                              | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC'd & OD                        | GC §34090 et. seq.                                                                                     |
| Community Services                                                                                                                                                                                  | CS-011        | Incident Reports / Disruptive Patrons                                                                                                                                                                                                                                            | Minimum 2 years         |                              | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC'd & OD                        | GC §34090                                                                                              |
| Community Services                                                                                                                                                                                  | CS-012        | Liability Waivers (if separate from another record)                                                                                                                                                                                                                              | 2 years                 |                              | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC'd & OD                        | GC §34090                                                                                              |
| Community Services                                                                                                                                                                                  | CS-013        | Program Manager's Files: Activity / Special Programs / Event Files: Tiny Tos, Youth Programs, Senior Programs, Swim Programs, Tennis Programs, Health Programs, Sports Programs, etc.<br><br>IF the Content relates in a SUBSTANTIVE way to the conduct of the public's business | Minimum 2 years         |                              | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC'd & OD                        | Department preference; GC §34090                                                                       |
| Community Services                                                                                                                                                                                  | CS-014        | Rosters / Sign-in / Sign-Out Sheets for classes and programs                                                                                                                                                                                                                     | 2 years                 |                              | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC'd & OD                        | GC §34090                                                                                              |
| Community Services                                                                                                                                                                                  | CS-015        | Schedules / Hours (classes and staff)                                                                                                                                                                                                                                            | When No Longer Required |                              | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC'd & OD                        | Content not substantive; Preliminary drafts not retained in the ordinary course of business; GC §34090 |
| Community Services                                                                                                                                                                                  | CS-016        | Special Events                                                                                                                                                                                                                                                                   | 2 years                 | Yes: During Class or Program | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC'd & OD                        | GC §34090                                                                                              |

## RECORDS RETENTION SCHEDULE: ENGINEERING

| Office of Record (OFR)                                                                                                                                                                        | Retention No. | Records Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Total Retention | Vital?               | Media Options                      | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd?     | Comments / Reference                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------|------------------------------------|------------------------------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for Agency-Wide Standards</i>                                                                                                     |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |                      |                                    |                              |                                        |                                                                                                                                                                                                                  |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder</i>                        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |                      |                                    |                              |                                        |                                                                                                                                                                                                                  |
| <i>HOLDS: Litigation, complaints, claims, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |                      |                                    |                              |                                        |                                                                                                                                                                                                                  |
| <b>ENGINEERING</b>                                                                                                                                                                            |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |                      |                                    |                              |                                        |                                                                                                                                                                                                                  |
| Engineering                                                                                                                                                                                   | EN-001        | Capital Improvement Projects (CIP) - Where Engineering is the Lead: <b>Large Format Drawings</b><br><br>Design Drawings (finals), Record Drawings ("As Builts")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | P               | Yes: Until Completed | Mag, <a href="#">Mfr</a> , OD, Ppr | S/I                          | Yes: After QC <a href="#">&amp; OD</a> | For Disaster Recovery Purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §60201 et seq.                                                    |
| Engineering                                                                                                                                                                                   | EN-002        | Capital Improvement Projects (CIP) - Where Engineering is the Lead: <b>Permanent File</b><br><br>Agreements / Contracts (copies), Bid Package (Conformed, Successful Proposal), Board Letters (copy), Change Orders / Task Orders (copies), Consultant Proposals (Successful), CEQA / NEPA / Environmental, Final As-Built Drawings (Record Drawings), Inspection Pictures, Inspection Reports, Material Testing, Operations & Maintenance Manuals, Notice of Completion, Permits (Design, Environmental), Preliminary Design Report, Rights of Way / Easements (copies), Soils, Geotechnical Reports, Hydrology Reports, Specifications, Submittals, Surveys, etc. | P               | Yes: Until Completed | Mag, <a href="#">Mfr</a> , OD, Ppr | S/I                          | Yes: After QC <a href="#">&amp; OD</a> | Department preference; retained for disaster preparedness purposes; Administrative Services / Contracts retains originals of contract, change orders, task orders, deeds, easements and rights of way; GC §60201 |



## RECORDS RETENTION SCHEDULE: ENGINEERING

| Office of Record (OFR)                                                                                                                                                                        | Retention No. | Records Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Total Retention                                                                              | Vital?                       | Media Options                     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd?     | Comments / Reference                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|------------------------------|-----------------------------------|------------------------------|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for Agency-Wide Standards</i>                                                                                                     |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                              |                              |                                   |                              |                                        |                                                                                                                                                                                                                                                                                           |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder</i>                        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                              |                              |                                   |                              |                                        |                                                                                                                                                                                                                                                                                           |
| <i>HOLDS: Litigation, complaints, claims, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                              |                              |                                   |                              |                                        |                                                                                                                                                                                                                                                                                           |
| Engineering                                                                                                                                                                                   | EN-003        | Capital Improvement Projects (CIP) - Where Engineering is the Lead: <b>Administration - 10 year file</b><br><br>Project Administration, Bid Summary, Bonds, Certified Payroll, Grant Documents, Errors & Omissions, Insurance Certificates, Public Notices, Progress Payments, Punch Lists, Videos Post-Construction & Pre-Construction, Consultant Proposals (Unsuccessful), Correspondence (Substantial Content), Engineer's Estimates, Memoranda, NPDES Permits & Monitoring (Discharge Permits & Monitoring), Phone Message Log, Printed E-mails, Project Manager's Notes, Project Schedules, Requests for Information, Claims, Correspondence (Content NOT Substantial), Permits (Construction & Street Opening), Phone Message Log, Preliminary Notices, Stop Notices, etc. | <b>Completion + 10 years</b> or After Funding Agency Audit, if required, whichever is longer | Yes: Until Completed         | Mag, <a href="#">Mfr.</a> OD, Ppr | S/I                          | Yes: After QC <a href="#">&amp; OD</a> | Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §60201 |
| Engineering OR Water Resources & Planning                                                                                                                                                     | EN-004        | CEQA / NEPA Documents - <b>Where Engineering is the Lead:</b> Prepared for Agency Purposes<br><br>(Environmental Impact Reports (EIRs), Environmental Assessments, Negative Declarations, etc.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | P                                                                                            | Yes: Until Project Completed | Mag, <a href="#">Mfr.</a> OD, Ppr | S / I                        | Yes: After QC <a href="#">&amp; OD</a> | Usually filed in Project File; GC §60201                                                                                                                                                                                                                                                  |

## RECORDS RETENTION SCHEDULE: ENGINEERING

| Office of Record (OFR)                                                                                                                                                                        | Retention No. | Records Description                                                                                                                                                                                                                                                                                                                                                                                                                                            | Total Retention                                       | Vital?                   | Media Options                     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd?     | Comments / Reference                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|--------------------------|-----------------------------------|------------------------------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for Agency-Wide Standards</i>                                                                                                     |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                       |                          |                                   |                              |                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder</i>                        |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                       |                          |                                   |                              |                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <i>HOLDS: Litigation, complaints, claims, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                       |                          |                                   |                              |                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <a href="#">Engineering OR Water Resources &amp; Planning</a>                                                                                                                                 | EN-004.1      | <a href="#">CEQA Correspondence and Staff Notes regarding Environmental Impact Reports (EIRs), Negative Declarations, etc. (California Environmental Quality Act)</a><br><br><a href="#">Correspondence and staff notes that provide insight into the project or the agency's CEQA compliance with respect to the project</a><br><br><a href="#">(The Final EIR, Negative Declaration or other CEQA document is retained Permanently in the Project File.)</a> | <a href="#">Project Approval or Denial + 180 days</a> |                          | <a href="#">Mag, Mfr, OD, Ppr</a> | <a href="#">S / I</a>        | <a href="#">Yes: After QC &amp; OD</a> | <a href="#">Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (County of San Diego, et al., Real Parties in Interest) (53 Cal.App.5th 733); PRC 21167.6; GC §60201</a> |
| Engineering                                                                                                                                                                                   | EN-005        | CEQA / NEPA Documents: Prepared by others for <b>NON-Agency Projects</b><br><br>(Agency comments) (Environmental Impact Reports (EIRs), Environmental Assessments, Negative Declarations, etc.)                                                                                                                                                                                                                                                                | When No Longer Required                               |                          | <a href="#">Mag, Mfr, OD, Ppr</a> | <a href="#">S / I</a>        | <a href="#">Yes: After QC &amp; OD</a> | Non-records; GC §60200                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Engineering                                                                                                                                                                                   | EN-006        | Comment Letters: No Comment, Non-Interference Letters to City or County                                                                                                                                                                                                                                                                                                                                                                                        | 2 years                                               |                          | <a href="#">Mag, Mfr, OD, Ppr</a> | <a href="#">S / I</a>        | <a href="#">Yes: After QC &amp; OD</a> | Department preference; GC §60201                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Engineering                                                                                                                                                                                   | EN-007        | Correspondence with <b>Regulatory Agencies</b>                                                                                                                                                                                                                                                                                                                                                                                                                 | Minimum 10 years                                      | Yes: While Active Issues | <a href="#">Mag, Mfr, OD, Ppr</a> | <a href="#">S / I</a>        | <a href="#">Yes: After QC &amp; OD</a> | Agency preference; some correspondence from Regulatory Agencies need to be retained for long periods of time; GC §60201                                                                                                                                                                                                                                                                                                                                                |
| Engineering                                                                                                                                                                                   | EN-008        | Environmental Agencies / Regulatory Agencies Permits<br><br>(EPA, DHS / DPH, NPDES, etc.)<br><b>Note: Does not include AQMD</b>                                                                                                                                                                                                                                                                                                                                | Minimum Expiration + 10 years                         | Yes                      | <a href="#">Mag, Mfr, OD, Ppr</a> | <a href="#">S / I</a>        | <a href="#">Yes: After QC &amp; OD</a> | Department preference; GC §60201; NPDES Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41                                                                                                                                                                                                                                                                                                                                                |

## RECORDS RETENTION SCHEDULE: ENGINEERING

| Office of Record (OFR)                                                                                                                                                                        | Retention No. | Records Description                                                                                       | Total Retention                                                   | Vital?               | Media Options                                       | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd?     | Comments / Reference                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|----------------------|-----------------------------------------------------|------------------------------|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for Agency-Wide Standards</i>                                                                                                     |               |                                                                                                           |                                                                   |                      |                                                     |                              |                                        |                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder</i>                        |               |                                                                                                           |                                                                   |                      |                                                     |                              |                                        |                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <i>HOLDS: Litigation, complaints, claims, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                           |                                                                   |                      |                                                     |                              |                                        |                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Engineering OR Water Resources & Planning                                                                                                                                                     | EN-009        | Grants ( <b>SUCCESSFUL</b> - all records - excludes FEMA or OES Claims)<br><br>If Engineering is the Lead | After Funding Agency Audit, if required – <b>Minimum 10 years</b> |                      | Mag, <a href="#">Mfr</a> , OD, Ppr                  | S / I                        | Yes: After QC & OD                     | Agency Preference (may include records pertaining to independent contractor's compensation, or expense reimbursement); Meets auditing standards; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.333; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a), 29 CFR 97.42; OMB Circular A-110 & A-133; GC §60201; GC §8546.7 |
| Engineering OR Water Resources & Planning                                                                                                                                                     | EN-010        | Grants: <b>UNSUCCESSFUL</b> (Applications, Correspondence, etc.)<br><br>If Engineering is the Lead        | 2 years                                                           |                      | Mag, <a href="#">Mfr</a> , <a href="#">OD</a> , Ppr | <a href="#">S / I</a>        | <a href="#">Yes: After QC &amp; OD</a> | Department Preference; GC §60201                                                                                                                                                                                                                                                                                                                                                                                           |
| Engineering                                                                                                                                                                                   | EN-011        | Real Estate Appraisal Reports - <b>NOT Purchased Property</b>                                             | 5 years                                                           | Yes: Before Purchase | Mag, <a href="#">Mfr</a> , OD, Ppr                  | S/I                          | Yes: After QC & OD                     | Department preference (not accessible to the public until close of escrow); USPAP (Uniform Standards of Professional Appraisal Practice) ethical standards require appraisers to retain records for at least 5 years, or final disposition + 2 years, if used in a judicial proceeding; GC §§60201, 6254(h)                                                                                                                |
| Engineering                                                                                                                                                                                   | EN-012        | Real Estate Appraisal Reports - <b>PURCHASED Property</b>                                                 | P                                                                 | Yes: Before Purchase | Mag, <a href="#">Mfr</a> , OD, Ppr                  | S/I                          | Yes: After QC & OD                     | Department preference (not accessible to the public until close of escrow); USPAP (Uniform Standards of Professional Appraisal Practice) ethical standards require appraisers to retain records for at least 5 years, or final disposition + 2 years, if used in a judicial proceeding; GC §§60201, 6254(h)                                                                                                                |
| Engineering                                                                                                                                                                                   | EN-013        | Reports & Studies (Geology, Hydrology, Soils, Water, etc.)                                                | P                                                                 | Yes                  | Mag, <a href="#">Mfr</a> , OD, Ppr                  | <a href="#">S / I</a>        | Yes: After QC & OD                     | Department Preference; GC §60201 et seq.                                                                                                                                                                                                                                                                                                                                                                                   |

## RECORDS RETENTION SCHEDULE: ENGINEERING

| Office of Record (OFR)                                                                                                                                                                        | Retention No. | Records Description                                                                                                   | Total Retention       | Vital?                 | Media Options                      | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd?     | Comments / Reference                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------------------------------------------------------|-----------------------|------------------------|------------------------------------|------------------------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for Agency-Wide Standards</i>                                                                                                     |               |                                                                                                                       |                       |                        |                                    |                              |                                        |                                                                                                                                                                                                                                         |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder</i>                        |               |                                                                                                                       |                       |                        |                                    |                              |                                        |                                                                                                                                                                                                                                         |
| <i>HOLDS: Litigation, complaints, claims, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                       |                       |                        |                                    |                              |                                        |                                                                                                                                                                                                                                         |
| Engineering                                                                                                                                                                                   | EN-014        | Utility Requests: <b>Review of Design</b> for USAs (Underground Utility Alerts) / Dig Alerts                          | Minimum 5 years       |                        | Mag, <a href="#">Mfr</a> , OD, Ppr | S/i                          | Yes: After QC <a href="#">&amp; OD</a> | Department Preference (the Regional Notification Center has the obligation to retain the notice for 3 years); GC §§4216.2(d) & 4216.3(d), 60201                                                                                         |
| <b>PRE-TREATMENT</b>                                                                                                                                                                          |               |                                                                                                                       |                       |                        |                                    |                              |                                        |                                                                                                                                                                                                                                         |
| Engineering / Pre-Treatment                                                                                                                                                                   | EN-015        | Chains of Custody / Water Analysis & Sampling - Other than Specialized Tests                                          | 10 years              |                        | Mag, <a href="#">Mfr</a> , OD, Ppr | S/i                          | Yes: After QC <a href="#">&amp; OD</a> | Department preference; NPDES Monitoring records required for 3 years in Federal law; 40 CFR §§122.21, 122.41                                                                                                                            |
| Engineering / Pre-Treatment                                                                                                                                                                   | EN-016        | Hazardous Materials Manifests / Asbestos Manifests                                                                    | P                     | Yes                    | Mag, <a href="#">Mfr</a> , OD, Ppr | S/i                          | Yes: After QC <a href="#">&amp; OD</a> | Department preference (Agency has "cradle to grave" liability); only 3 years is mandated; 22 CCR 66262.40; GC §60201                                                                                                                    |
| Operations OR Engineering / Pre-Treatment                                                                                                                                                     | EN-017        | Incidents / Unauthorized Discharges: Pipeline Breaks, Spills, Investigations and Corrective Actions, Notice to Comply | Last Action + 5 years | Yes: Before Resolution | Mag, <a href="#">Mfr</a> , OD, Ppr | S/i                          | Yes: After QC <a href="#">&amp; OD</a> | Department Preference; Code of Federal Regulations requires 3 years; 40 CFR 122.41(j)(2) & 40 CFR 141.33(b)(2); 22 CCR §64470                                                                                                           |
| Engineering / Pre-Treatment                                                                                                                                                                   | EN-018        | Pre-Treatment Database                                                                                                | 3 years               |                        | Mag, <a href="#">Mfr</a> , OD, Ppr | S/i                          | Yes: After QC <a href="#">&amp; OD</a> | Department preference; Users are required by Ordinance No. 8 to retain their records for 3 years; NPDES Monitoring records required for 3 years; POTW reports are required for 3 years; SAWPA Ordinance No. 8; 40 CFR 403.12; GC §60201 |
| Engineering / Pre-Treatment                                                                                                                                                                   | EN-019        | Pre-Treatment Reports - <b>Annual Reports</b>                                                                         | P                     |                        | Mag, <a href="#">Mfr</a> , OD, Ppr | S/i                          | Yes: After QC <a href="#">&amp; OD</a> | Department preference; Users are required by Ordinance No. 8 to retain their records for 3 years; NPDES Monitoring records required for 3 years; POTW reports are required for 3 years; SAWPA Ordinance No. 8; 40 CFR 403.12; GC §60201 |

## RECORDS RETENTION SCHEDULE: ENGINEERING

| Office of Record (OFR)                                                                                                                                                                        | Retention No. | Records Description                                                                                  | Total Retention | Vital? | Media Options                      | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd?     | Comments / Reference                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------|-----------------|--------|------------------------------------|------------------------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for Agency-Wide Standards</i>                                                                                                     |               |                                                                                                      |                 |        |                                    |                              |                                        |                                                                                                                                                                                                                                         |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder</i>                        |               |                                                                                                      |                 |        |                                    |                              |                                        |                                                                                                                                                                                                                                         |
| <i>HOLDS: Litigation, complaints, claims, audits, public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                      |                 |        |                                    |                              |                                        |                                                                                                                                                                                                                                         |
| Engineering / Pre-Treatment                                                                                                                                                                   | EN-020        | Pre-Treatment Reports - <b>Semi-Annual Reports, Quarterly Reports</b>                                | 3 years         |        | Mag, <a href="#">Mfr</a> , OD, Ppr | S/i                          | Yes: After QC <a href="#">&amp; OD</a> | Department preference; Users are required by Ordinance No. 8 to retain their records for 3 years; NPDES Monitoring records required for 3 years; POTW reports are required for 3 years; SAWPA Ordinance No. 8; 40 CFR 403.12; GC §60201 |
| Engineering / Pre-Treatment                                                                                                                                                                   | EN-021        | SARI (Santa Ana River Interceptor) / Brine Line - <b>Line Direct Connection Permits / Businesses</b> | P               | Yes    | Mag, <a href="#">Mfr</a> , OD, Ppr | S/i                          | Yes: After QC <a href="#">&amp; OD</a> | Department preference; GC §60201                                                                                                                                                                                                        |
| Engineering / Pre-Treatment                                                                                                                                                                   | EN-022        | SARI (Santa Ana River Interceptor) / Brine Line - <b>Dump Station Records, Waste Manifests</b>       | 5 years         |        | Mag, <a href="#">Mfr</a> , OD, Ppr | S/i                          | Yes: After QC <a href="#">&amp; OD</a> | Department Preference (sewage sludge is required for 5 years); WC §13263.2(b) et seq.; 40 CFR 122.41(j)(2); GC §60201                                                                                                                   |

## RECORDS RETENTION SCHEDULE: FINANCE

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                                                                                                                            | Total Retention                  | Vital?                   | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------|-------------------|------------------------------|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                                                                                                                                |                                  |                          |                   |                              |                                    |                                                                                                                                                                                                                                                                                                  |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                                                                                                                                |                                  |                          |                   |                              |                                    |                                                                                                                                                                                                                                                                                                  |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                |                                  |                          |                   |                              |                                    |                                                                                                                                                                                                                                                                                                  |
| <b>FINANCE / ADMINISTRATION</b>                                                                                                                                                              |               |                                                                                                                                                                                                                                                                                |                                  |                          |                   |                              |                                    |                                                                                                                                                                                                                                                                                                  |
| Lead Depart.                                                                                                                                                                                 | FIN-001       | Financial Services Database / ERP Database (Tyler Enterprise ERP)                                                                                                                                                                                                              | Indefinite - Minimum 5 years     | Yes                      | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; Meets auditing standards; GC §34090                                                                                                                                                                                                                                       |
| Finance / Admin.                                                                                                                                                                             | FIN-002       | Audit Reports / Annual Comprehensive Financial Report (ACFR) and related Audit Opinions                                                                                                                                                                                        | P                                |                          | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; GC §34090 et seq.                                                                                                                                                                                                                                                         |
| Finance / Admin.                                                                                                                                                                             | FIN-003       | Audit Work Papers                                                                                                                                                                                                                                                              | Drafts - When No Longer Required |                          | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; (preliminary drafts); GC §34090                                                                                                                                                                                                                                           |
| Finance / Admin.                                                                                                                                                                             | FIN-004       | Audits - Single Audits / Transportation Audits / PERS Audit, FEMA or OES Audits, etc.                                                                                                                                                                                          | 5 years                          |                          | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference (meets municipal government auditing standards); GC §34090                                                                                                                                                                                                                 |
| Finance / Admin.                                                                                                                                                                             | FIN-005       | Bonds & Bond Sales / Official Statements / Transcripts / Certificates of Participations (COPs) / General Obligation Bonds / Revenue Bonds / Assessment District Bonds / CFD Bonds - Includes Continuing Disclosure Reports<br><br>See Bank Statements for statement retention. | Fully Defeased + 10 years        | Yes: Until Maturity      | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336 et seq. 337.5(a); 26 CFR 1.6001-1(e); GC §43900 et seq. |
| Finance / Admin.                                                                                                                                                                             | FIN-006       | Budgets - Adopted / Final                                                                                                                                                                                                                                                      | P                                | Yes: Current Fiscal Year | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; GC §34090 et seq.                                                                                                                                                                                                                                                         |
| Finance / Admin.                                                                                                                                                                             | FIN-007       | Budgets - Preliminary, Backup Documents                                                                                                                                                                                                                                        | Drafts - When No Longer Required | Yes: Current Fiscal Year | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Preliminary Drafts / Content Not Substantive; GC §34090 et seq.                                                                                                                                                                                                                                  |
| Finance / Admin.                                                                                                                                                                             | FIN-008       | Investment Reports                                                                                                                                                                                                                                                             | 5 years                          |                          | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; Meets auditing standards; GC §34090                                                                                                                                                                                                                                       |

## RECORDS RETENTION SCHEDULE: FINANCE

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                                                                                                              | Total Retention              | Vital?          | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------|-------------------|------------------------------|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                                                                                                                  |                              |                 |                   |                              |                                    |                                                                                                                                                                                            |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                                                                                                                  |                              |                 |                   |                              |                                    |                                                                                                                                                                                            |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                  |                              |                 |                   |                              |                                    |                                                                                                                                                                                            |
| Finance / Admin.                                                                                                                                                                             | FIN-009       | Investments / Arbitrage / Bonds (Receipts / Advisor Reports / Trade Tickets / LAIF (Local Agency Investment Fund))                                                                                                                                               | 5 years                      | Yes: Until Paid | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; Meets auditing standards; FTC Reg's rely on "self-enforcement"; GC §§ 34090, 43900                                                                                  |
| <b>FINANCE / BUSINESS LICENSE</b>                                                                                                                                                            |               |                                                                                                                                                                                                                                                                  |                              |                 |                   |                              |                                    |                                                                                                                                                                                            |
| Finance / Business License                                                                                                                                                                   | FIN-010       | Business License / <b>Database</b> (Tyler Enterprise ERP)                                                                                                                                                                                                        | Indefinite - Minimum 5 years | Yes (all)       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference - Data is interrelated; GC §34090, H&S §19850                                                                                                                        |
| Finance / Business License                                                                                                                                                                   | FIN-011       | Business License <b>Applications</b>                                                                                                                                                                                                                             | 5 years                      |                 | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; Meets auditing standards; GC §34090 et seq.                                                                                                                         |
| Finance / Business License                                                                                                                                                                   | FIN-012       | Business License <b>Registrations and Renewals</b>                                                                                                                                                                                                               | 5 years                      |                 | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; Meets auditing standards; GC §34090 et seq.                                                                                                                         |
| <b>FINANCE / GENERAL ACCOUNTING</b>                                                                                                                                                          |               |                                                                                                                                                                                                                                                                  |                              |                 |                   |                              |                                    |                                                                                                                                                                                            |
| Finance / General Accounting                                                                                                                                                                 | FIN-013       | 1099's, 1096's, DE542 (California Report of Independent Contractors)                                                                                                                                                                                             | 5 years                      |                 | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530, GC §34090; 29 USC 436 |
| Finance / General Accounting                                                                                                                                                                 | FIN-014       | Accounts Payable / Invoices and Backup (Includes Invoices, Purchase Orders, Travel Expense Reimbursements, Warrant Request, Vouchers, etc.)                                                                                                                      | 5 years                      | Yes: Until Paid | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; meets municipal government auditing standards; GC §34090                                                                                                            |
| Finance / General Accounting                                                                                                                                                                 | FIN-015       | Accounts Receivable / Revenue / Our Invoices to Outside Entities: False Alarm Billings, Insurance Companies, Franchise Fees, DUI Billing, Transient Occupancy Tax (TOT), Auctions of Surplus Property, Credit Card Payment Receipts, Tenant Billing / Rent, etc. | 5 years                      | Yes: Until Paid | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; (meets municipal government auditing standards); GC §34090                                                                                                          |



## RECORDS RETENTION SCHEDULE: FINANCE

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                       | Total Retention                  | Vital? | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------|-------------------|------------------------------|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                           |                                  |        |                   |                              |                                    |                                                                                                                                                                                            |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                           |                                  |        |                   |                              |                                    |                                                                                                                                                                                            |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                           |                                  |        |                   |                              |                                    |                                                                                                                                                                                            |
| Finance / General Accounting                                                                                                                                                                 | FIN-016       | Assessment Districts, Community Facilities Districts (CFDs), Landscape Maintenance Districts (LMDs) <b>Accounting, Assessor Tax Rolls</b>                                 | 5 years                          |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; Meets auditing standards; GC §34090                                                                                                                                 |
| Finance / General Accounting                                                                                                                                                                 | FIN-017       | Bank Statements and Trustee Statements, Fiscal Agent Statements, Trustee Statements, Investment Account Statements, Pars Statements, Bank Reconciliations, Wire Transfers | 5 years                          |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; GC §§34090, 26 CFR 31.6001-1                                                                                                                                        |
| City Clerk                                                                                                                                                                                   | FIN-018       | Checks / Warrant Register Report (issued)                                                                                                                                 | Copies - When No Longer Required |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Originals in City Council Agenda Packets; GC §34090.7                                                                                                                                      |
| Finance / General Accounting                                                                                                                                                                 | FIN-019       | Checks / Warrants (Cashed or Returned / NSF)                                                                                                                              | 5 years                          |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; Meets auditing standards; GC §34090                                                                                                                                 |
| Finance / General Accounting                                                                                                                                                                 | FIN-020       | Daily Cash Summaries, Bank Deposits, Bank Transmittal Advice, Cashier's Reports                                                                                           | 5 years                          |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; GC §§34090, 26 CFR 31.6001-1                                                                                                                                        |
| Finance / General Accounting                                                                                                                                                                 | FIN-021       | Escheat (Unclaimed money / uncashed checks)                                                                                                                               | 5 years                          |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; All tangible property held by government agencies escheats after 3 years; Statute of Limitations is 1 year for seized property; CCP §§340(d), 1355. 1519; GC §34090 |
| Finance / General Accounting                                                                                                                                                                 | FIN-022       | Fixed Assets - Annual Listing (Source Documents)                                                                                                                          | 5 years                          |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; Meets auditing standards; GC §34090                                                                                                                                 |
| Finance / General Accounting                                                                                                                                                                 | FIN-023       | Journal Entries / Journal Vouchers / Budget Adjustments                                                                                                                   | 5 years                          |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference to match Accounts Payable; meets municipal government auditing standards; Statute of Limitations is 4 years; GC §34090, CCP § 337                                    |



## RECORDS RETENTION SCHEDULE: FINANCE

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                                                                                                  | Total Retention              | Vital? | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|--------|-------------------|---------------------------------------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                                                                                                      |                              |        |                   |                                       |                                             |                                                                                                                               |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                                                                                                      |                              |        |                   |                                       |                                             |                                                                                                                               |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                      |                              |        |                   |                                       |                                             |                                                                                                                               |
| Finance / General Accounting                                                                                                                                                                 | FIN-024       | Reports from <b>Tyler ERP</b> Database: Financial Reports, General Ledgers Subsidiary Ledgers, Reconciliations, Registers, Transaction Histories, Balance Sheets, etc.                                                                               | When No Longer Required      |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; Financial system can re-create reports accurately; GC §34090                                           |
| Finance / General Accounting                                                                                                                                                                 | FIN-025       | Reports: Annual State or Federal: State Controller's Report, Local Government Compensation Report, Gas Tax, MOE (Maintenance of Effort) Report, Fixed Charge Special Assessment Report, Public Self Insurer Report (SIP Report), Street Report, etc. | 5 years                      |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; Meets auditing standards; GC §34090                                                                    |
| Finance / General Accounting                                                                                                                                                                 | FIN-026       | W-9s                                                                                                                                                                                                                                                 | Vendor Inactive + 5 years    |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Meets IRS auditing standards; GC §34090                                                                                       |
| <b>FINANCE / PAYROLL</b>                                                                                                                                                                     |               |                                                                                                                                                                                                                                                      |                              |        |                   |                                       |                                             |                                                                                                                               |
| Lead Depart.                                                                                                                                                                                 | FIN-027       | Financial Services Database / ERP Database (Tyler Enterprise ERP)                                                                                                                                                                                    | Indefinite - Minimum 5 years | Yes    | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; Meets auditing standards; GC §34090                                                                    |
| Finance / Payroll                                                                                                                                                                            | FIN-028       | CalPERS Reports, Annual Valuation Reports, Actuarial Valuation Reports, Annual Employer Statements                                                                                                                                                   | 5 years                      |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Most recent records are stored on CalPERS website; Department Preference; Retained to match other auditing periods; GC §34090 |
| Finance / Payroll                                                                                                                                                                            | FIN-029       | Checks / Warrant Register Report - Payroll Only                                                                                                                                                                                                      | 5 years                      |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; GC §34090                                                                                              |
| Finance / Payroll                                                                                                                                                                            | FIN-030       | Checks / Warrants - Cancelled - Payroll Only                                                                                                                                                                                                         | 5 years                      |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; GC §34090, 26 CFR 31.6001-1                                                                            |

## RECORDS RETENTION SCHEDULE: FINANCE

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                                                            | Total Retention         | Vital? | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------|-------------------|------------------------------|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                                                                |                         |        |                   |                              |                                    |                                                                                                                                                                                                                                |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                                                                |                         |        |                   |                              |                                    |                                                                                                                                                                                                                                |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                |                         |        |                   |                              |                                    |                                                                                                                                                                                                                                |
| Finance / Payroll                                                                                                                                                                            | FIN-031       | DE-34 (California EDD Report of New Employees)                                                                                                                                                                 | 5 years                 |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns"; GC §34090 |
| Finance / Payroll                                                                                                                                                                            | FIN-032       | DE-6, DE-7, DE-9 DE-43, W-3, & DE-166, 941 Forms, IRS 5500 Forms (Employee Benefit Plans), PERS / FICA & Medicare Adjustments - Quarterly Payroll Tax Returns / OASDI, Federal Tax Deposits, Adjustments, etc. | 5 years                 |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090                                                                  |
| Finance / Payroll                                                                                                                                                                            | FIN-033       | Deferred Compensation (City Statements)                                                                                                                                                                        | 5 years                 |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Produced by Deferred Comp. Provider; GC §304090, 26 CFR 31.6001.1                                                                                                                                                              |
| Finance / Payroll                                                                                                                                                                            | FIN-034       | Employment Verifications (From lenders or other outside companies)                                                                                                                                             | When No Longer Required |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Non-records, content is not substantive; GC §34090 et seq.                                                                                                                                                                     |
| Finance / Payroll                                                                                                                                                                            | FIN-035       | Garnishments, Child Support, Court Orders regarding Employee Wages                                                                                                                                             | Completion + 5 years    |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; GC §34090                                                                                                                                                                                               |
| Finance / Payroll                                                                                                                                                                            | FIN-036       | Payroll Reports (includes Leave Registers, time Transaction Reports, etc.)                                                                                                                                     | 5 years                 |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; (meets municipal government auditing standards); GC §34090                                                                                                                                              |
| Finance / Payroll                                                                                                                                                                            | FIN-037       | PERS Statements                                                                                                                                                                                                | 5 years                 |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; GC §34090                                                                                                                                                                                               |

## RECORDS RETENTION SCHEDULE: FINANCE

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                         | Total Retention | Vital? | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------|-----------------|--------|-------------------|------------------------------|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                             |                 |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                             |                 |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                             |                 |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                |
| Finance / Payroll                                                                                                                                                                            | FIN-038       | Time Sheets / Time Cards / Overtime Sheets / Overtime Cards | 5 years         |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference to facilitate grant audits or claim reimbursements; Meets auditing standards (audit + 4 years); IRS requires 4 years; Ca. requires 2 yr min.; FTB keeps 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); 29 CFR 516.5; GC §34090; 8 CCR 11040.7(c); 29 CFR 516.5 & 516.6(c); |
| Finance / Payroll                                                                                                                                                                            | FIN-039       | W-2's                                                       | 5 years         |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §34090                                                                                                                                                  |

# RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

(Includes Risk Management)

| Office of Record (OFR)                                                                                                                                                                              | Retention No. | Records Description                                                                                                          | Total Retention                    | Vital? | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------|-------------------|------------------------------|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                             |               |                                                                                                                              |                                    |        |                   |                              |                                    |                                                                                                                                                                                                                                                             |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |               |                                                                                                                              |                                    |        |                   |                              |                                    |                                                                                                                                                                                                                                                             |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                              |                                    |        |                   |                              |                                    |                                                                                                                                                                                                                                                             |
| <b>HUMAN RESOURCES</b>                                                                                                                                                                              |               |                                                                                                                              |                                    |        |                   |                              |                                    |                                                                                                                                                                                                                                                             |
| Lead Depart.                                                                                                                                                                                        | HR-001        | ERP Database (Tyler Incode)                                                                                                  | Indefinite - Minimum 5 years       | Yes    | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; Meets auditing standards; GC §34090                                                                                                                                                                                                  |
| Human Resources                                                                                                                                                                                     | HR-001.5      | 1095-C, 1094-C (Employer-Provided Health Insurance Offer and Coverage) & Transmittal Form)                                   | 5 years                            |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns"; GC §34090                              |
| Human Resources                                                                                                                                                                                     | HR-002        | Benefit Plan Documents (CalPERS, Dental, Vision, etc.)                                                                       | Duration of the Contract + 6 years |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | EEOC / ADEA (Age) requires 1 year after benefit plan termination; Federal law requires 6 years after filing date for retirement; State Law requires 4 years after personnel actions; 29 CFR 1627.3(b)(2); 29 USC 1027; 28 CCR 1300.85.1; GC §34090          |
| Human Resources                                                                                                                                                                                     | HR-003        | California Civil Rights Department (CRD) / Department of Fair Employment & Housing (DFEH or EEOC) Claims / Harassment Claims | Separation + 6 years               |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference to match retention for personnel files; All State and Federal laws require retention until final disposition of formal complaint; State requires 4 years after "fully and finally disposed"; 2 CCR 11013(c); GC §§12946, 12960, 34090 |
| Human Resources                                                                                                                                                                                     | HR-004        | Classification / Reorganization Studies (for employee classifications and department structures)                             | Minimum 3 years                    |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6, 29 CFR 1602.14, GC §§12946, 12960, 34090                             |

## RECORDS RETENTION SCHEDULE: HUMAN RESOURCES (Includes Risk Management)

| Office of Record (OFR)                                                                                                                                                                              | Retention No. | Records Description                                                          | Total Retention                    | Vital?                 | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------|------------------------------------|------------------------|-------------------|------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                             |               |                                                                              |                                    |                        |                   |                              |                                    |                                                                                                                                                                                                                                                                                 |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |               |                                                                              |                                    |                        |                   |                              |                                    |                                                                                                                                                                                                                                                                                 |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                              |                                    |                        |                   |                              |                                    |                                                                                                                                                                                                                                                                                 |
| Human Resources                                                                                                                                                                                     | HR-005        | Compensation Surveys & Studies                                               | Minimum 3 years                    |                        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6(2), 29 CFR 1602.14, GC §§12946, 12960, 34090                                              |
| Human Resources                                                                                                                                                                                     | HR-006        | Contracts for Investigators (Employees Only)                                 | Completion + 5 years               | Yes: Before Completion | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; Statute of Limitations for contractual obligations is 4 years; CCP §§337. 337.1(a), 337.15, 343; GC §34090                                                                                                                                               |
| Human Resources                                                                                                                                                                                     | HR-007        | DMV Pull Notices                                                             | When Superseded or Upon Separation |                        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Transitory or source records not retained in the ordinary course of business; CHP audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §34090                                                                        |
| Human Resources                                                                                                                                                                                     | HR-008        | EDD Claims & Forms (Employment Development Department) / Unemployment Claims | Close + 5 years                    |                        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; meets municipal government auditing standards; GC §34090                                                                                                                                                                                                 |
| Human Resources                                                                                                                                                                                     | HR-009        | Employee Investigations                                                      | Separation + 6 years               |                        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference to match retention for personnel files; statute of limitations for EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090; |

# RECORDS RETENTION SCHEDULE: HUMAN RESOURCES (Includes Risk Management)

| Office of Record (OFR)                                                                                                                                                                              | Retention No. | Records Description                                        | Total Retention              | Vital? | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------|------------------------------|--------|-------------------|------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                             |               |                                                            |                              |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                                                             |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |               |                                                            |                              |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                            |                              |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                                                             |
| Human Resources                                                                                                                                                                                     | HR-010        | Grievances                                                 | Separation + 6 years         |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference to match retention for personnel files; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; LC 1198.5; 26 CFR 31-6001-1; 53235.2(b); 53237.2(b) |
| Human Resources                                                                                                                                                                                     | HR-011        | I-9s                                                       | Separation + 3 years         |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Required for 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; 8 CFR 274a.2; 29 CFR 1627.3(b)(1); GC §§12946, 12960, 34090                                                                                                                          |
| Admin. / Board Secretary                                                                                                                                                                            | HR-012        | Job Descriptions / Job Classification / Job Specifications | Minimum Superseded + 4 years |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; State Law requires 4 years from any Personnel Action; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 34090;                                                                                                                                                                                                                                                       |
| Human Resources                                                                                                                                                                                     | HR-013        | Labor Relations / Negotiation Notes                        | 10 years                     |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; GC §34090 et seq.                                                                                                                                                                                                                                                                                                                                                    |
| Human Resources                                                                                                                                                                                     | HR-014        | Litigation - Employee Related                              | Separation + 6 years         |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference to match retention for personnel files; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; LC 1198.5; 26 CFR 31-6001-1; 53235.2(b); 53237.2(b) |

# RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

(Includes Risk Management)

| Office of Record (OFR)                                                                                                                                                                              | Retention No. | Records Description                                                                                                                                                                                                                                                                                                                                                                                                  | Total Retention                                                                   | Vital?                | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------|-------------------|------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                             |               |                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                   |                       |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |               |                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                   |                       |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                   |                       |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Human Resources                                                                                                                                                                                     | HR-015        | OSHA Logs - 200, 300, 301, 301A                                                                                                                                                                                                                                                                                                                                                                                      | 5 years                                                                           |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | OSHA requires 5 years; State law requires 2 years; 8 CCR 14300.33(a), 8 CCR §3203(b)(1), GC §34090.7; LC §6429c                                                                                                                                                                                                                                                                                                                                                                                                           |
| Human Resources                                                                                                                                                                                     | HR-016        | Personnel Files - <b>Employee File / Official Personnel File: ALL Employees</b><br>Includes Application, Backgrounds, Discipline, Evaluations, Policy Acknowledgements, Employee's Oath of Office / Oath for Disaster Worker for employees, Council and Boards & Commissions, Harassment Prevention Training Certificates for employees, Council and Boards & Commissions, PAF / Personnel Action Forms, W-4s, etc.) | Separation + 6 years                                                              | Yes: Until Separation | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; W-4s are required four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. 26 CFR 31-6001-1; 29 CFR 1602.31 & 1627.3(b)(1), GC §§ 3105, 12946, 12960, 34090; 53235.2(b), 53237.2(b), LC 1198.5 |
| Human Resources                                                                                                                                                                                     | HR-017        | Personnel Files - <b>Medical File: ALL Employees</b><br>Medical Records including Pre-Employment Medical Clearance; ADA Accommodations, Fit for Duty, Respiratory Fit Tests, etc.                                                                                                                                                                                                                                    | Separation + 30 years; OR Termination of Benefits + 5 years (whichever is longer) | Yes: Until Separation | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Medical Files for all employees are required to be maintained at least the duration of employment plus thirty (30) years; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 34090                                                                                                                                                                                            |

# RECORDS RETENTION SCHEDULE: HUMAN RESOURCES (Includes Risk Management)

| Office of Record (OFR)                                                                                                                                                                              | Retention No. | Records Description                                                                                                                                                                                                                                                                 | Total Retention                 | Vital? | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------|-------------------|------------------------------|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                             |               |                                                                                                                                                                                                                                                                                     |                                 |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                 |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |               |                                                                                                                                                                                                                                                                                     |                                 |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                 |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                     |                                 |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                 |
| Human Resources                                                                                                                                                                                     | HR-018        | Recruitment and Testing File / On-Line Recruitment Database<br>Includes Advertisements, Applications for Unsuccessful Candidates, Interview Notes, Job Brochures, Test Data, Testing Analysis & statistical Metric, Job Analysis, Rating Sheets, Scantrons, Background Checks, etc. | Hiring Decision + 4 years       |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | State Law requires 4 years; EEOC / FLSA / ADEA (Age) requires 1-3 years; 29 CFR 1627.3(b)(1), 29 CFR 1602.14 et seq.2 CCR 11013(c); GC §§12946, 12960, 34090                                                                                                                                    |
| Human Resources                                                                                                                                                                                     | HR-019        | Volunteer / Docent / Unpaid Intern Applications & Agreements (includes emergency contact information) - <b>Successful</b> Applicants                                                                                                                                                | Inactive / Separation + 3 years |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; Courts may treat volunteers as employees in some actions; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§, 12960, 34090 |
| Human Resources                                                                                                                                                                                     | HR-020        | Volunteer / Docent / Unpaid Intern Applications & Agreements - <b>Unsuccessful</b> or Pending Applicants                                                                                                                                                                            | 3 years                         |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; Courts may treat volunteers as employees in some actions; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§, 12960, 34090 |
| <b>RISK MANAGEMENT</b>                                                                                                                                                                              |               |                                                                                                                                                                                                                                                                                     |                                 |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                 |
| Human Resources / Risk Manage.                                                                                                                                                                      | HR-021        | Accident / Incident Reports (Accidents or Incidents) - <b>MEMBERS OF THE PUBLIC</b><br>Employees are Workers Compensation Claims                                                                                                                                                    | 2 years                         |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §34090                                                                                                                                                                                                                                                                                       |
| Human Resources / Risk Manage.                                                                                                                                                                      | HR-022        | Insurance Policies - General Liability, Property, Fire, Theft, etc. (JPIA)                                                                                                                                                                                                          | Expiration + 4 years            |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; Covers statute of limitations for contracts; CCP §337 et seq.; GC §34090                                                                                                                                                                                                 |



# RECORDS RETENTION SCHEDULE: HUMAN RESOURCES (Includes Risk Management)

| Office of Record (OFR)                                                                                                                                                                              | Retention No. | Records Description                                                                                     | Total Retention                                                                   | Vital?                | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------|-------------------|------------------------------|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                             |               |                                                                                                         |                                                                                   |                       |                   |                              |                                    |                                                                                                                                                                                                                             |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |               |                                                                                                         |                                                                                   |                       |                   |                              |                                    |                                                                                                                                                                                                                             |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                         |                                                                                   |                       |                   |                              |                                    |                                                                                                                                                                                                                             |
| Human Resources / Risk Manage.                                                                                                                                                                      | HR-023        | Insurance Policies - Workers Compensation Excess Liability (JPIA)                                       | P                                                                                 |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; Covers statute of limitations; CCP §337 et seq.; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i); GC §§ 911.2, 34090                                                 |
| Human Resources / Risk Manage.                                                                                                                                                                      | HR-024        | OSHA Citations and Inspections                                                                          | 5 years                                                                           |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), OMB 1220-0029; GC §34090; LC §6429c                                                                                                                   |
| Human Resources / Risk Manage.                                                                                                                                                                      | HR-025        | Safety Committee / Safety Steering Committee                                                            | 5 years                                                                           |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; GC §34090 et seq.                                                                                                                                                                                    |
| Human Resources / Risk Manage.                                                                                                                                                                      | HR-026        | Safety Investigations                                                                                   | 5 years                                                                           |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), 29 CFR 1904.33, OMB 1220-0029, 8 CCR 14300.33; GC §34090 et seq.; LC §6429c                                                                           |
| Human Resources / Risk Manage.                                                                                                                                                                      | HR-027        | Workers Compensation Claims (Includes all Accident, Incident, or Injury Reports from Employees)         | Separation + 30 years; OR Termination of Benefits + 5 years (whichever is longer) | Yes: Until Separation | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 34090 |
| Human Resources / Risk Manage.                                                                                                                                                                      | HR-028        | Workplace Violence – Hazard identification, evaluation, correction, incident logs, investigations, etc. | 5 years                                                                           |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | LC §6401.9(f), GC §34090                                                                                                                                                                                                    |

## RECORDS RETENTION SCHEDULE: POLICE

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                        | Total Retention              | Vital?                | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------|-------------------|------------------------------|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                            |                              |                       |                   |                              |                                    |                                                                                                                                                                                                                                               |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                            |                              |                       |                   |                              |                                    |                                                                                                                                                                                                                                               |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                            |                              |                       |                   |                              |                                    |                                                                                                                                                                                                                                               |
| <b>POLICE ADMINISTRATION / OFFICE OF THE CHIEF OF POLICE</b>                                                                                                                                 |               |                                                                                                                            |                              |                       |                   |                              |                                    |                                                                                                                                                                                                                                               |
| Police / Admin.                                                                                                                                                                              | PD-001        | Background Files - <b>Successful Employee Applicants &amp; Volunteers</b> (Employees, including Reserves)                  | Separation + 4 years         | Yes: Until Separation | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; State Law & POST requires 4 years; EEOC / FLSA / ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; ; 29 CFR 1627.3(b)(i), 29 CFR 1602.14; GC §§12946, 12960, 34090; 29 USC 1113  |
| Police / Admin.                                                                                                                                                                              | PD-002        | Background Files - <b>Unsuccessful Employee Applicants &amp; Volunteers</b> (Employees, including Reserves)                | 4 years                      |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | State Law requires 4 years; EEOC / FLSA / ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 4 years; 29 CFR 1627.3(b)(i), 29 CFR 1602.14; GC §§12946, 12960, 34090                   |
| Police / Admin.                                                                                                                                                                              | PD-003        | CCW Applications / Renewals (Carry Concealed Weapon Applications and Permits) - <b>UNSUCCESSFUL / DENIED</b>               | 2 years                      |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; GC § 34090 et seq.                                                                                                                                                                                                     |
| Police / Admin.                                                                                                                                                                              | PD-004        | CCW Applications / Renewals (Carry Concealed Weapon Applications and Permits) - <b>SUCCESSFUL / APPROVED</b>               | Expiration + 2 years         |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference; GC § 34090 et seq.                                                                                                                                                                                                     |
| Police / Admin.                                                                                                                                                                              | PD-005        | Complaints from <b>Employees</b> -Internal Affairs Investigations <b>WITHOUT Sustained Finding of Misconduct</b>           | Final Disposition + 4 years  |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | ; State requires 2 years after action is taken; Statute of Limitations is 4 years for misconduct after the discovery of the offense for misconduct in office; EVC §1045, GC §§12946, 12960, 34090, PC §§801.5, 803(c), 832.5, 832.7, VC §2547 |
| Police / Admin.                                                                                                                                                                              | PD-006        | Complaints from <b>Members of the Public</b> - Internal Affairs Investigations <b>WITH Sustained Finding of Misconduct</b> | Final Disposition + 15 years |                       | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | PC §§832.5(b), 832.7; GC§ 34090                                                                                                                                                                                                               |

## RECORDS RETENTION SCHEDULE: POLICE

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                                                                                                                           | Total Retention             | Vital?    | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------|-------------------|---------------------------------------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                                                                                                                               |                             |           |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                                                                                                                               |                             |           |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                               |                             |           |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Police / Admin.                                                                                                                                                                              | PD-007        | Complaints from <b>Members of the Public</b> - Internal Affairs Investigations <b>WITHOUT Sustained Finding of Misconduct</b>                                                                                                                                                 | Final Disposition + 5 years |           | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Consistent with Lexipol Policy; State requires for at least 5 years for complaints by members of the public; other State & Federal laws require retention until final disposition of formal complaint; State requires 4 years after action is taken; Statute of Limitations is 4 years for misconduct after the discovery of the offense for misconduct in office; EVC §1045, GC §§12946, 12960, 34090, PC §§801.5, 803(c), 832.5, 832.7, VC §2547 |
| Police / Admin.                                                                                                                                                                              | PD-008        | Emergency Operations Plan (includes Office of Emergency Management & Homeland Security)                                                                                                                                                                                       | When Superseded             | Yes (all) | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | GC §34090                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Police / Admin.                                                                                                                                                                              | PD-009        | Policies & Procedures / Lexipol / Operation Directives / General Orders (Department Policies and Procedures)                                                                                                                                                                  | Superseded + 2 years        |           | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; GC § 34090 et seq.                                                                                                                                                                                                                                                                                                                                                                                                          |
| Police / Admin.                                                                                                                                                                              | PD-010        | Press Releases / Media Releases / Public Relations - Police Only                                                                                                                                                                                                              | 2 years                     |           | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | GC §34090                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Police / Admin.                                                                                                                                                                              | PD-011        | Reports and Studies - Historical (e.g. Department Annual Reports)                                                                                                                                                                                                             | P                           |           | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; GC § 34090 et seq.                                                                                                                                                                                                                                                                                                                                                                                                          |
| Police / Admin.                                                                                                                                                                              | PD-012        | Reports to State or Federal Agencies: Report to POST Commission of peace officer employment, compliant, finding, disposition, or judgement pursuant to §PC 13510.9, etc.<br>Report of data regarding the number, type, or disposition of complaints made against its officers | 2 years                     |           | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | GC §34090 et seq.                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Police / Admin.                                                                                                                                                                              | PD-013        | Reviews: On-Duty Traffic Accidents, Use of Force, Vehicle Pursuits - <b>Not as a result of a complaint from a member of the public</b>                                                                                                                                        | 2 years                     |           | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; GC §§12946, 12960, 34090                                                                                                                                                                                                                                                                                                                                                                                                    |
| Police / Admin.                                                                                                                                                                              | PD-014        | Subpoenas: Civil                                                                                                                                                                                                                                                              | 2 years                     |           | Mag, Mfr, OD, Ppr | S/I                                   | Yes: After QC & OD                          | Department preference; Court or District Attorney records; GC §34090 et seq.                                                                                                                                                                                                                                                                                                                                                                       |

## RECORDS RETENTION SCHEDULE: POLICE

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                                         | Total Retention      | Vital? | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------|-------------------|------------------------------|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                                             |                      |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                 |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                                             |                      |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                 |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                             |                      |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                 |
| <b>ADMINISTRATION / TRAINING</b>                                                                                                                                                             |               |                                                                                                                                                                                             |                      |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                 |
| Police / Professional Standards & Training                                                                                                                                                   | PD-015        | Training - <b>Department Training Records - COURSE RECORDS</b><br><br>(Attendance Rosters or Sign-in Sheets, Outlines and Materials; Includes Use of Force training, safety training, etc.) | Minimum 5 years      |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Rosters are sent to POST; OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 8 CCR §3203 et seq., 29 CFR 1602.31 ; LC §6429(c); GC §§12946,12960, 34090, 53235.2(b)                        |
| Police / Professional Standards & Training                                                                                                                                                   | PD-016        | Training - <b>Department Training Records - EMPLOYEE FILE</b><br><br>Training Certificates / Training Records                                                                               | Separation + 5 years |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; Rosters are sent to POST; OSHA requires safety training 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 8 CCR §3203 et seq., 29 CFR 1602.31 ; LC §6429(c); GC §§12946,12960, 34090, 53235.2(b) |
| Police / Professional Standards & Training                                                                                                                                                   | PD-017        | Weapons Inventory: Department-owned weapons, personal weapons, alternate weapons, secondary handguns, etc.                                                                                  | P                    |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; GC §34090                                                                                                                                                                                                                                                                                |
| <b>OPERATIONS (Patrol, Traffic, DARE, SWAT, School Resource Officers, etc.)</b>                                                                                                              |               |                                                                                                                                                                                             |                      |        |                   |                              |                                    |                                                                                                                                                                                                                                                                                                                 |
| Police / Operations                                                                                                                                                                          | PD-018        | Canine (Police Service Dogs) Program Files: <b>Service Animal Files</b>                                                                                                                     | Separation + 2 years |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; GC §34090 et seq.                                                                                                                                                                                                                                                                        |
| Police / Operations                                                                                                                                                                          | PD-019        | Community Relations Programs / Community Outreach / Youth & School Programs / Citizen Patrol / Events, etc.                                                                                 | Minimum 2 years      |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §34090                                                                                                                                                                                                                                                                                                       |
| Police / Operations                                                                                                                                                                          | PD-020        | Ops Plans (Fourth of July, etc.)                                                                                                                                                            | Minimum 2 years      |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; GC §34090 et seq.                                                                                                                                                                                                                                                                        |
| Police / Operations                                                                                                                                                                          | PD-021        | PAS Device Calibration Logs                                                                                                                                                                 | 2 years              |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §34090 et seq.                                                                                                                                                                                                                                                                                               |
| Police / Operations                                                                                                                                                                          | PD-022        | Patrol Schedules                                                                                                                                                                            | 2 years              |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §34090 et seq.                                                                                                                                                                                                                                                                                               |

## RECORDS RETENTION SCHEDULE: POLICE

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                        | Total Retention         | Vital? | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------|-------------------------|--------|-------------------|---------------------------------------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                            |                         |        |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                   |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                            |                         |        |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                   |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                            |                         |        |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                   |
| Police / Operations                                                                                                                                                                          | PD-023        | Recordings: Automated License Plate Readers (ALPR)                                                                         | When No Longer Required |        | Mag               |                                       |                                             | Does not record regular and ongoing operations; GC §34090.6 et seq, CC §1798.90.53(b)(2)(G);                                                                                                                                                                                                                      |
| Police / Operations                                                                                                                                                                          | PD-024        | Recordings: Drone (Unmanned Aerial Vehicle) - NOT booked into Evidence / Attached to a case                                | When No Longer Required |        | Mag               |                                       |                                             | Does not record regular and ongoing operations; GC §34090.6 et seq,                                                                                                                                                                                                                                               |
| Police / Operations                                                                                                                                                                          | PD-025        | Recordings: Video - <b>Public Areas / Public Activity</b>                                                                  | When No Longer Required |        | Mag               |                                       |                                             | Does not record regular and ongoing operations; GC §34090.6 et seq,                                                                                                                                                                                                                                               |
| Police / Operations                                                                                                                                                                          | PD-026        | Ride-A-Long Waiver Form                                                                                                    | 2 years                 |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | GC §34090 et seq.                                                                                                                                                                                                                                                                                                 |
| Police / Operations                                                                                                                                                                          | PD-027        | Speedometer Calibration Logs                                                                                               | 2 years                 |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | GC §34090 et seq.                                                                                                                                                                                                                                                                                                 |
| Police / Operations                                                                                                                                                                          | PD-028        | Traffic Control: Radar Calibration Records                                                                                 | Life of the Equipment   |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department preference; GC §34090 et seq.                                                                                                                                                                                                                                                                          |
| Police / Operations                                                                                                                                                                          | PD-029        | Traffic Control: Radar Trailer Surveys, etc.                                                                               | Minimum 2 years         |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | GC §34090 et seq.                                                                                                                                                                                                                                                                                                 |
| <b>SUPPORT / COMMUNICATIONS / CAD / DISPATCH</b>                                                                                                                                             |               |                                                                                                                            |                         |        |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                   |
| Police / Support / Communications                                                                                                                                                            | PD-030        | Recordings: Audio - <b>(CAD/RMS)</b><br>Recordings of <b>Radio</b> Communications<br>Dispatch Tapes (CAD) / 911 Recordings | 6 months                |        | Mag               |                                       |                                             | As of 2025, 911 recordings for domestic violence and other specified crimes - if any - are required to be provided to a victim or representative for 5 years - upon request. Commission on State Mandates has not determined if this requirement is an unfunded state mandate; GC §§34090, 34090.6; 13 CCR 1100.7 |

## RECORDS RETENTION SCHEDULE: POLICE

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                            | Total Retention | Vital? | Media Options | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------|-----------------|--------|---------------|---------------------------------------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                |                 |        |               |                                       |                                             |                                                                                                                                                                                                                                                                                                                   |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                |                 |        |               |                                       |                                             |                                                                                                                                                                                                                                                                                                                   |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                |                 |        |               |                                       |                                             |                                                                                                                                                                                                                                                                                                                   |
| Police / Support / Communications                                                                                                                                                            | PD-030.1      | Recordings: Audio - <b>(CAD/RMS)</b><br>Recordings of <b>Telephone</b> Communications<br>Dispatch Tapes (CAD) / 911 Recordings | 1 year          |        | Mag           |                                       |                                             | As of 2025, 911 recordings for domestic violence and other specified crimes - if any - are required to be provided to a victim or representative for 5 years - upon request. Commission on State Mandates has not determined if this requirement is an unfunded state mandate; GC §§34090, 34090.6; 13 CCR 1100.7 |

## RECORDS RETENTION SCHEDULE: POLICE

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                            | Total Retention                                        | Vital? | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--------|-------------------|---------------------------------------|---------------------------------------------|------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                |                                                        |        |                   |                                       |                                             |                                                                                          |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                |                                                        |        |                   |                                       |                                             |                                                                                          |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                |                                                        |        |                   |                                       |                                             |                                                                                          |
| <b>SUPPORT / EVIDENCE AND PROPERTY</b>                                                                                                                                                       |               |                                                                                                                                |                                                        |        |                   |                                       |                                             |                                                                                          |
| Police / Support / Evidence & Property                                                                                                                                                       | PD-031        | Property & Evidence <b>Database</b> (SunRidge)                                                                                 | Indefinite - Follows the Retention of the Evidence     |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference (data is interrelated); GC §34090                                  |
| Police / Support / Evidence & Property                                                                                                                                                       | PD-032        | Crime Report Photos                                                                                                            | Follows the Retention of the Evidence                  |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; GC §34090                                                         |
| Police / Support / Evidence & Property                                                                                                                                                       | PD-033        | Gun and Narcotics Destruction Log (Documents related to)                                                                       | 2 years                                                |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | GC §34090                                                                                |
| Police / Support / Evidence & Property                                                                                                                                                       | PD-034        | Property & Evidence <b>Logs</b> / Destruction Authorizations                                                                   | 2 years                                                |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | GC §34090                                                                                |
| Police / Support / Evidence & Property                                                                                                                                                       | PD-035        | Recordings: <b>Body-Worn Cameras – LOGS of Access or Deletion of Data</b>                                                      | P                                                      |        | Mag,              |                                       |                                             | PC§ 832.18(b)(5)(E); GC §34090.6 et seq.                                                 |
| Police / Support / Evidence & Property                                                                                                                                                       | PD-036        | Recordings: <b>Body-Worn Cameras</b> - that <b>ARE evidence, Officer Involved Shootings / Detention or Arrest / Complaints</b> | Follows retention for Evidence, <b>Minimum 2 years</b> |        | Mag,              |                                       |                                             | PC§ 832.18(b)(5)(B)&(C); GC §34090.6 et seq.                                             |
| Police / Support / Evidence & Property                                                                                                                                                       | PD-037        | Recordings: <b>Body-Worn Cameras</b> - that are <b>NOT evidence</b>                                                            | 1 year                                                 |        | Mag,              |                                       |                                             | Department preference (law recommends 60 days); PC§ 832.18(b)(5)(A); GC §34090.6 et seq. |

## RECORDS RETENTION SCHEDULE: POLICE

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                     | Total Retention                              | Vital? | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------|----------------------------------------------|--------|-------------------|---------------------------------------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                         |                                              |        |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                         |                                              |        |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                         |                                              |        |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Police / Support / Evidence & Property                                                                                                                                                       | PD-038        | Recordings: Video - <b>Evidence Room</b>                                | 1 year                                       |        | Mag               |                                       |                                             | GC §34090.6 et seq,                                                                                                                                                                                                                                                                                                                                                                                                     |
| Police / Support / Evidence & Property                                                                                                                                                       | PD-039        | Recordings: Video - <b>Temporary Holding Cell</b> (Juveniles & Adults)  | 1 year                                       |        | Mag               |                                       |                                             | Records regular and ongoing operations; GC §34090.6 et seq,                                                                                                                                                                                                                                                                                                                                                             |
| Police / Support / Evidence & Property                                                                                                                                                       | PD-040        | Safekeeping: Lost & Found Property (Documents related to)               | 2 years                                      |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | GC §34090                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>SUPPORT / INVESTIGATIONS</b>                                                                                                                                                              |               |                                                                         |                                              |        |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Police / Support / Investigations                                                                                                                                                            | PD-041        | Alcoholic Beverage Control Licenses / Permits / ABC Permit Applications | When No Longer Required                      |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Not a City record                                                                                                                                                                                                                                                                                                                                                                                                       |
| Police / Support / Investigations                                                                                                                                                            | PD-042        | Criminal Intelligence Files                                             | Last Entry + 5 years                         |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Files contain criminal intelligence information concerning an individual only if there is reasonable suspicion that the individual is involved in criminal conduct or activity and the information is relevant to that criminal conduct or activity. Misleading, obsolete or unreliable information is required to be destroyed; remaining records must not be retained longer than 5 years; 28 CFR 23.20(h); GC §34090 |
| Police / Support / Investigations                                                                                                                                                            | PD-043        | Detectives Investigation Files and Arrest Files                         | Transferred into Record's Crime Report Files |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Transfer all Official Reports to Records to be placed in the Crime Report Files.                                                                                                                                                                                                                                                                                                                                        |



## RECORDS RETENTION SCHEDULE: POLICE

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                           | Total Retention                                    | Vital? | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------------------------------|----------------------------------------------------|--------|-------------------|------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                               |                                                    |        |                   |                              |                                    |                                                                                                                                                                                             |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                               |                                                    |        |                   |                              |                                    |                                                                                                                                                                                             |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                               |                                                    |        |                   |                              |                                    |                                                                                                                                                                                             |
| Police / Support / Investigations                                                                                                                                                            | PD-044        | Informant Files                                                                               | Minimum 2 years                                    |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Informant information; Does not contain criminal intelligence information concerning individuals; Department preference; GC §34090                                                          |
| Police / Support / Investigations                                                                                                                                                            | PD-045        | Registrants: Arson Registrations: <b>Adults</b>                                               | P, or Death of Registrant                          |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department preference; Pursuant to PC §457.1 et seq.; required to register for life; If released from DOJJ, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7 |
| Police / Support / Investigations                                                                                                                                                            | PD-046        | Registrants: Arson Registrations: <b>Juveniles</b> released from Division of Juvenile Justice | Age 25 or Sealing Date + 5 years                   |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Pursuant to PC §457.1 et seq.; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §34090.7                                                        |
| Police / Support / Investigations                                                                                                                                                            | PD-047        | Registrants: Gang <b>Adults</b>                                                               | Minimum 5 years                                    |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference (registration pursuant to PC 186.30(a)); GC §34090                                                                                                                    |
| Police / Support / Investigations                                                                                                                                                            | PD-048        | Registrants: Gang <b>Adults- Shared Gang Databases</b> & Written Attestations                 | 5 years                                            |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | 11 CCR 773.8; 11 CCR 774.7 GC §34090                                                                                                                                                        |
| Police / Support / Investigations                                                                                                                                                            | PD-049        | Registrants: Gang <b>Juveniles</b>                                                            | 3 years, or Sealing Date + 5 years, or Court Order |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | Department Preference (registration pursuant to PC 186.30(a)); Records are destroyed pursuant to W&I §781; GC §34090                                                                        |
| Police / Support / Investigations                                                                                                                                                            | PD-050        | Registrants: Gang <b>Juveniles - Shared Gang Databases &amp; Written Attestations</b>         | 3 years                                            |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | 11 CCR 774; 11 CCR 774.7 GC §34090                                                                                                                                                          |
| Police / Support / Investigations                                                                                                                                                            | PD-051        | Registrants: Narcotics                                                                        | 2 years                                            |        | Mag, Mfr, OD, Ppr | S / I                        | Yes: After QC & OD                 | GC §34090                                                                                                                                                                                   |

## RECORDS RETENTION SCHEDULE: POLICE

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                                                                     | Total Retention                                        | Vital? | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--------|-------------------|---------------------------------------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                                                                         |                                                        |        |                   |                                       |                                             |                                                                                                                                                                                  |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                                                                         |                                                        |        |                   |                                       |                                             |                                                                                                                                                                                  |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                         |                                                        |        |                   |                                       |                                             |                                                                                                                                                                                  |
| Police / Support / Investigations                                                                                                                                                            | PD-052        | Registrants: Sex Offender Registrations: <b>Adults</b>                                                                                                                                                                  | 100 years                                              |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq. |
| Police / Support / Investigations                                                                                                                                                            | PD-053        | Registrants: Sex Offender Registrations: <b>Juveniles</b>                                                                                                                                                               | Sealing Date + 5 years (or Court Order) or 100 years   |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; After 2021, Offenders can petition Court for removal 10 or 20 years after offense, provided there are no subsequent offenses; Pursuant to PC §290 et seq. |
| <b>SUPPORT / RECORDS</b>                                                                                                                                                                     |               |                                                                                                                                                                                                                         |                                                        |        |                   |                                       |                                             |                                                                                                                                                                                  |
| Police / Support / Records                                                                                                                                                                   | PD-054        | RMS <b>Database</b> (SunRidge)                                                                                                                                                                                          | Indefinite - Follows the Retention of the Crime Report | Yes    | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Data Fields / Records are interrelated; GC §34090                                                                                                                                |
| Police / Support / Records                                                                                                                                                                   | PD-055        | Backgrounds for City's Permits / Regulatory Permits / Permits required by the Municipal Code                                                                                                                            | Expiration of Permit + 2 years                         |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department preference; GC §34090                                                                                                                                                 |
| State of California / CHP                                                                                                                                                                    | PD-056        | CHP Forms: Pursuit Report (CHP 187A), Vehicle Report (CHP 180), etc. that are not filed with Crime Report                                                                                                               | When No Longer Required                                |        | Mag, Mfr, OD, Ppr | S/M/I                                 | Yes: After QC & OD                          | Entered Directly into CHP's portal (a State record)                                                                                                                              |
| Police / Support / Records                                                                                                                                                                   | PD-057        | Citations / Notice of Violations / Citation <b>Database</b> (Parking, Traffic, Marijuana / Cannabis), Animal, Code Enforcement, Administrative Citations (Includes requests for dismissals, cancellations, and appeals. | 2 years                                                |        | Mag, Mfr, OD, Ppr | S/M/I                                 | Yes: After QC & OD                          | GC §34090 et seq.                                                                                                                                                                |

## RECORDS RETENTION SCHEDULE: POLICE

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                                                              | Total Retention                                  | Vital? | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------|-------------------|---------------------------------------|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                                                                  |                                                  |        |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                    |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                                                                  |                                                  |        |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                    |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                  |                                                  |        |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                    |
| Police / Support / Records                                                                                                                                                                   | PD-058        | CRIME REPORTS / INCIDENT REPORTS:<br><br><b>Lost or Stolen Firearms</b> entered into CLETS (if not Permanent Retention)                                                                                          | Until Found or Recovered                         | Yes    | Mag, Mfr, OD, Ppr | S/M/I                                 | Yes: After QC & OD                          | Department Preference to facilitate Three Strikes law and ease of document imaging administration; PC§ 11108.2(b); GC §34090                                                                                                                                                                                                       |
| Police / Support / Records                                                                                                                                                                   | PD-059        | CRIME REPORTS / INCIDENT REPORTS:<br><br><b>ALL Capital Crimes, Homicide, Juvenile, Child Abuse (substantiated), Elder Abuse (substantiated), &amp; Sexual Assault (Rape), Arson (Suspected or Undetermined)</b> | P                                                | Yes    | Mag, Mfr, OD, Ppr | S/M/I                                 | Yes: After QC & OD                          | Department Preference; DOJ retains CACI (Child Abuse Central Index) information for adults 100 years; Most have no limitations on commencement of action; PC §§ 261, 286, 288, 288a, 288.5, 289, 289.5, and 799; 803(h), 11169 et seq.; 11170(a)(3); WIC 707(b)                                                                    |
| Police / Support / Records                                                                                                                                                                   | PD-060        | CRIME REPORTS / INCIDENT REPORTS:<br><br>Child Abuse or Neglect Investigation Reports - <b>Unsubstantiated or Inconclusive</b>                                                                                   | No Further Report on Suspected Abuser + 10 years |        | Mag, Mfr, OD, Ppr | S/M/I                                 | Yes: After QC & OD                          | PC §§11169(i)                                                                                                                                                                                                                                                                                                                      |
| Police / Support / Records                                                                                                                                                                   | PD-061        | CRIME REPORTS / INCIDENT REPORTS:<br><br><b>Except those specifically mentioned in the schedule - FELONIES</b>                                                                                                   | 7 years                                          | Yes    | Mag, Mfr, OD, Ppr | S/M/I                                 | Yes: After QC & OD                          | Department Preference; Provided there are no outstanding warrants, unrecovered identifiable items, criminal deaths, they are not historically significant, and it is not classified under PC §800 & 290; Stat. of Limit. is 2 yrs; Destroy juvenile marijuana after age18; H&S §11361.5, GC §34090, PC §802, PC §§187, 800 et seq. |
| Police / Support / Records                                                                                                                                                                   | PD-062        | CRIME REPORTS / INCIDENT REPORTS:<br><br><b>Except those specifically mentioned in the schedule - INCIDENT REPORTS AND MISDEMEANORS</b>                                                                          | 3 years                                          | Yes    | Mag, Mfr, OD, Ppr | S/M/I                                 | Yes: After QC & OD                          | Department Preference; Provided there are no outstanding warrants, unrecovered identifiable items, criminal deaths, they are not historically significant, and it is not classified under PC §800 & 290; Stat. of Limit. is 2 yrs; Destroy juvenile marijuana after age18; H&S §11361.5, GC §34090, PC §802, PC §§187, 800 et seq. |

## RECORDS RETENTION SCHEDULE: POLICE

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                                                                                                                     | Total Retention                                   | Vital?                  | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------|-------------------|---------------------------------------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                                                                                                                         |                                                   |                         |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                     |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                                                                                                                         |                                                   |                         |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                     |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                         |                                                   |                         |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                     |
| Police / Support / Records                                                                                                                                                                   | PD-063        | CRIME REPORTS / INCIDENT REPORTS:<br><br><b>Except those specifically mentioned in the schedule - FELONIES</b>                                                                                                                                                          | 7 years                                           | Yes                     | Mag, Mfr, OD, Ppr | S/M/I                                 | Yes: After QC & OD                          | Department Preference; Provided there are no outstanding warrants, unrecovered identifiable items, criminal deaths, they are not historically significant, and it is not classified under PC §800 & 290; Stat. of Limit. is 2 yrs; Destroy juvenile marijuana after age 18; H&S §11361.5, GC §34090, PC §802, PC §§187, 800 et seq. |
| Police / Support / Records                                                                                                                                                                   | PD-064        | CRIME REPORTS / INCIDENT REPORTS:<br><br><b>Factually Innocent Petition Accepted Records</b> Sealed Pending Destruction - Except those with outstanding stolen property, including firearms, or lost firearms                                                           | Date of Arrest + 3 years                          | Yes: Before Disposition | Mag, Mfr, OD, Ppr | S/M/I                                 | Yes: After QC & OD                          | Individual petitions District Attorney; Sheriff concurs that person is factually innocent, then seals record ("Shall" Destroy); GC §34090; PC §851.8(a)                                                                                                                                                                             |
| Police / Support / Records                                                                                                                                                                   | PD-065        | CRIME REPORTS / INCIDENT REPORTS:<br><br><b>Misdemeanor or Infraction - Adult Marijuana / Cannabis</b> - H&S §11357(b)(c)(d)(e) or H&S §11360(b) (with procedure in H&S §11361.5) - Except those with outstanding stolen property, including firearms, or lost firearms | Conviction or Arrest (If No Conviction) + 2 years | Yes: Before Disposition | Mag, Mfr, OD, Ppr | S/M/I                                 | Yes: After QC & OD                          | ("Shall" Destroy); GC §§68152(c)(8); H&S §11361.5                                                                                                                                                                                                                                                                                   |
| Police / Support / Records                                                                                                                                                                   | PD-066        | CRIME REPORTS / INCIDENT REPORTS:<br><br><b>Misdemeanor or Infraction - Juvenile Marijuana / Cannabis</b> - H&S §11357(E) - Except those with outstanding stolen property, including firearms, or lost firearms                                                         | 2 years or Juvenile 18 years old                  | Yes: Before Disposition | Mag, Mfr, OD, Ppr | S/M/I                                 | Yes: After QC & OD                          | If no subsequent conviction ("Shall" Destroy); H&S §11361.5                                                                                                                                                                                                                                                                         |

## RECORDS RETENTION SCHEDULE: POLICE

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                                        | Total Retention                                                    | Vital?                  | Media Options     | Image: I=Import M=Mfr S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|-------------------------|-------------------|------------------------------|------------------------------------|-------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                                            |                                                                    |                         |                   |                              |                                    |                                                                                                 |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                                            |                                                                    |                         |                   |                              |                                    |                                                                                                 |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                            |                                                                    |                         |                   |                              |                                    |                                                                                                 |
| Police / Support / Records                                                                                                                                                                   | PD-067        | CRIME REPORTS / INCIDENT REPORTS:<br><b>Misdemeanor or Infraction Marijuana / Cannabis §11357(de) - Juvenile on School Grounds during School Hours</b><br>(with procedure in H&S §11361.5) | Offender is 18 Years Old                                           | Yes: Before Disposition | Mag, Mfr, OD, Ppr | S/M/I                        | Yes: After QC & OD                 | (Courts and other Agencies "Shall" destroy); H&S§ 11361.5 et seq., 11357(e)                     |
| Police / Support / Records                                                                                                                                                                   | PD-068        | CRIME REPORTS / INCIDENT REPORTS:<br><b>Missing Persons</b>                                                                                                                                | P<br>(If Returned, Follows the Retention for the Crime Report)     | Yes: Before Disposition | Mag, Mfr, OD, Ppr | S/M/I                        | Yes: After QC & OD                 | Department Preference; GC §34090                                                                |
| Police / Support / Records                                                                                                                                                                   | PD-069        | CRIME REPORTS / INCIDENT REPORTS:<br>Vacatur Relief Granted by Court - <b>Victim of Human Trafficking, or Victim of Intimate Partner Violence or Sexual Violence (Nonviolent Crimes)</b>   | Court Order + 1 year                                               |                         | Mag, Mfr, OD, Ppr | S/M/I                        | Yes: After QC & OD                 | Individual petitions Court ("Shall" Destroy); GC §34090; PC §§236.14(k); 236.15(k)              |
| Police / Support / Records                                                                                                                                                                   | PD-070        | CRIME REPORTS / SEALED RECORDS:<br><b>Sealed Juvenile Cases - Childhood Sexual Assault After January 1, 2024</b>                                                                           | P                                                                  | Yes                     | Mag, Mfr, OD, Ppr | S/M/I                        | Yes: After QC & OD                 | Department preference to accommodate statute of limitations for victims; CCP §§340.1, GC §34090 |
| Police / Support / Records                                                                                                                                                                   | PD-071        | CRIME REPORTS / SEALED RECORDS:<br><b>Sealed Juvenile Cases - Childhood Sexual Assault Before January 1, 2024</b>                                                                          | Age of Majority + 22 years                                         | Yes                     | Mag, Mfr, OD, Ppr | S/M/I                        | Yes: After QC & OD                 | Department preference to accommodate statute of limitations for victims; CCP §§340.1, GC §34090 |
| Police / Support / Records                                                                                                                                                                   | PD-072        | CRIME REPORTS / SEALED RECORDS:<br><b>Sealed Juvenile Cases Except Sealed Childhood Sexual Assault</b>                                                                                     | Per Court Order<br>(Subject 26 years old / Sealing Date + 5 years) | Yes                     | Mag, Mfr, OD, Ppr | S/M/I                        | Yes: After QC & OD                 | W&I §§389(a), 781(d), GC §34090;                                                                |

## RECORDS RETENTION SCHEDULE: POLICE

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                         | Total Retention         | Vital? | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------|-------------------|---------------------------------------|---------------------------------------------|------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                             |                         |        |                   |                                       |                                             |                                                                              |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                             |                         |        |                   |                                       |                                             |                                                                              |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                             |                         |        |                   |                                       |                                             |                                                                              |
| State of California / Department of Justice                                                                                                                                                  | PD-073        | Crime Statistics / National Incident-Based Reporting System (NIBRS) / Uniform Crime Reports (UCR) - Summaries (BCS)                                         | When No Longer Required |        | Mag, Mfr, OD, Ppr | S/M/I                                 | Yes: After QC & OD                          | Entered Directly into DOJ's portal (a State record)                          |
| State of California / Department of Justice                                                                                                                                                  | PD-074        | Department of Justice Validation Lists                                                                                                                      | When No Longer Required |        | Mag, Mfr, OD, Ppr | S/M/I                                 | Yes: After QC & OD                          | Entered Directly into DOJ's portal (a State record)                          |
| Police / Support / Records                                                                                                                                                                   | PD-075        | Livescan Application Forms and Logs                                                                                                                         | 2 years                 |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | GC §34090                                                                    |
| Police / Support / Records                                                                                                                                                                   | PD-076        | Local Criminal History Checks                                                                                                                               | When No Longer Required |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | These are copies / printouts from the RMS database; GC §34090 et seq.        |
| Police / Support / Records                                                                                                                                                                   | PD-077        | Pawn Slips / Secondhand Dealer Transaction Records                                                                                                          | 2 years                 |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | GC §34090                                                                    |
| Court or District Attorney                                                                                                                                                                   | PD-078        | Restraining Orders, Emergency Protective Orders, Temporary Restraining Orders, Legal Stipulations, Orders After Hearing (When Not filed with the case file) | Expiration of the Order |        | Mag, Mfr, OD, Ppr | S/M/I                                 | Yes: After QC & OD                          | Not a City record                                                            |
| Police / Support / Records                                                                                                                                                                   | PD-079        | STOP Source Data, Audit Log / Racial and Identity Profiling Act (RIPA) Annual Report                                                                        | 3 years                 |        | Mag, Mfr, OD, Ppr | S/M/I                                 | Yes: After QC & OD                          | 11 CCR 999.228; 11 CCR 999.229; GC §34090                                    |
| Court or District Attorney                                                                                                                                                                   | PD-080        | Subpoenas - Criminal or Subpoenas Duces Tecum                                                                                                               | 2 years                 |        | Mag, Mfr, OD, Ppr | S/I                                   | Yes: After QC & OD                          | Department preference; Court or District Attorney records; GC §34090 et seq. |

# RECORDS RETENTION SCHEDULE: PUBLIC WORKS

(Engineering, Operations & Maintenance, Sewer / Wastewater, Solid Waste, Stormwater, Utility Billing)

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                                                                                                                                                                        | Total Retention                                                                      | Vital?               | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|----------------------|-------------------|---------------------------------------|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                                                                                                                                                                            |                                                                                      |                      |                   |                                       |                                             |                                                                                                                                                                                            |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                                                                                                                                                                            |                                                                                      |                      |                   |                                       |                                             |                                                                                                                                                                                            |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                                                            |                                                                                      |                      |                   |                                       |                                             |                                                                                                                                                                                            |
| <b>PUBLIC WORKS / ENGINEERING</b>                                                                                                                                                            |               |                                                                                                                                                                                                                                                                                                                            |                                                                                      |                      |                   |                                       |                                             |                                                                                                                                                                                            |
| Lead Dept.                                                                                                                                                                                   | PW-001        | Permit <b>Database</b> (OpenGov)                                                                                                                                                                                                                                                                                           | Indefinite (Perm)                                                                    | Yes (all)            | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference - Data is interrelated and includes Building Permits; GC §34090, H&S §19850                                                                                          |
| City Clerk                                                                                                                                                                                   | PW-002        | Assessment Districts / Landscape & Lighting Districts / Community Facilities Districts / Lighting Districts / Landscape Maintenance Districts / Special Districts:<br><b>Engineers Reports</b>                                                                                                                             | P                                                                                    |                      | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Retained in City Council Agenda Packets; GC §34090.7                                                                                                                                       |
| Public Works / Engineering                                                                                                                                                                   | PW-003        | Assessment Districts / Landscape & Lighting Districts / Community Facilities Districts / Lighting Districts / Landscape Maintenance Districts / Special District<br><b>Formation, Historically Significant Records</b>                                                                                                     | P                                                                                    |                      | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; GC §34090                                                                                                                                                           |
| Public Works / Engineering                                                                                                                                                                   | PW-004        | Benchmarks                                                                                                                                                                                                                                                                                                                 | P                                                                                    |                      | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; GC §34090                                                                                                                                                           |
| Public Works / Engineering                                                                                                                                                                   | PW-005        | Bonds: Labor & Materials, Performance Bonds, Letters of Credit, Encroachment Permits, Monitoring Bonds                                                                                                                                                                                                                     | Release of Bond / Letter of Credit                                                   |                      | Mag, Mfr, OD, Ppr | S / I                                 | No                                          | Security; GC §34090                                                                                                                                                                        |
| Public Works / Engineering                                                                                                                                                                   | PW-006        | Capital Improvement Projects (CIP) - where <b>Engineering</b> is the Lead: <b>MAINTENANCE-ONLY PROJECTS (Painting, Re-Roof, etc. - No change in Infrastructure Configuration)</b><br><br>All Final Records (Plans, RFP / Specifications & Addenda, Successful Proposal, Change Orders, Notice of Completion, Photos, etc.) | Completion + 5 years or After Funding Agency Audit, if required, whichever is longer | Yes: Until Completed | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Statute of Limitations for Errors & Omissions not applicable; Some grant funding agencies require audits; Statute of Limitations: Contracts & Spec's=4 years, CCP §337 et. seq., GC §34090 |

# RECORDS RETENTION SCHEDULE: PUBLIC WORKS

(Engineering, Operations & Maintenance, Sewer / Wastewater, Solid Waste, Stormwater, Utility Billing)

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Total Retention                                                                       | Vital?               | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------------|-------------------|---------------------------------------|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                       |                      |                   |                                       |                                             |                                                                                                                                                                                                                                                      |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                       |                      |                   |                                       |                                             |                                                                                                                                                                                                                                                      |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                       |                      |                   |                                       |                                             |                                                                                                                                                                                                                                                      |
| Public Works / Engineering                                                                                                                                                                   | PW-007        | Capital Improvement Projects (CIP) - where <b>Engineering</b> is the Lead: <b>Administration File</b><br><br>Project Administration, Certified Payrolls, Certificate of Compliance, Construction Manager's Logs, Correspondence, Costs, Estimates, Daily Inspections, Insurance Certificates, Preliminary Notices, Project Schedules, Public Relations, Meeting Agendas & Minutes, Monthly Reports, Notices, Real Estate Appraisals, RFIs / RFQs, Safety. SWPPP / WPCP, etc. | Completion + 10 years or After Funding Agency Audit, if required, whichever is longer | Yes: Until Completed | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §34090 |
| Public Works / Engineering                                                                                                                                                                   | PW-008        | Capital Improvement Projects (CIP) - where <b>Engineering</b> is the Lead: <b>Permanent File</b><br><br>Plans, RFP / Specifications & Addenda, Successful Proposal, Change Orders, EIRs, Negative Declarations, Categorical Exemptions, Materials Testing Reports, Grading Permits, Hazardous Materials, Notice of Completion, Photos, Record Drawings Soils Reports, Studies, Submittals, Surveys, etc.                                                                     | P                                                                                     | Yes: Until Completed | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department preference; retained for disaster preparedness purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090                                         |
| City Clerk                                                                                                                                                                                   | PW-009        | Deeds, Easements, Right of Ways, Abandonments / Vacation, Liens / Lien Releases - <b>Supporting Documents</b>                                                                                                                                                                                                                                                                                                                                                                | P                                                                                     |                      | Mag, Mfr, OD, Ppr | S/I                                   | Yes: After QC & OD                          | City Clerk retains final; GC §34090(a)                                                                                                                                                                                                               |
| Public Works / Engineering                                                                                                                                                                   | PW-010        | Design & Construction Standards - Authored by the City for Construction of City Infrastructure (CIP or Land Development)                                                                                                                                                                                                                                                                                                                                                     | P                                                                                     |                      | Mag, Mfr, OD, Ppr | S/I                                   | Yes: After QC & OD                          | Department Preference; GC §34090                                                                                                                                                                                                                     |
| Public Works / Engineering                                                                                                                                                                   | PW-011        | Drawings - where <b>Engineering</b> is the Lead: Record Drawings, Maps, Large-Format Drawings, Survey Record Maps, "As-Built"                                                                                                                                                                                                                                                                                                                                                | P                                                                                     | Yes (all)            | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Drafts should be destroyed; GC §34090                                                                                                                                                                                                                |



# **RECORDS RETENTION SCHEDULE: PUBLIC WORKS** **(Engineering, Operations & Maintenance, Sewer / Wastewater, Solid Waste, Stormwater, Utility Billing)**

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                                                                                                                                          | Total Retention                      | Vital?                | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-----------------------|-------------------|---------------------------------------|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                                                                                                                                              |                                      |                       |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                                                                                     |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                                                                                                                                              |                                      |                       |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                                                                                     |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                              |                                      |                       |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                                                                                     |
| Public Works / Engineering                                                                                                                                                                   | PW-012        | Permits / License Agreements: <b>Permanent Encroachment</b> (Structures in the City's Right of Way, Retaining Walls, etc.)<br>Includes Insurance Certificates                                                                                                                                | P                                    | Yes: Until Completion | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; GC §34090                                                                                                                                                                                                                                                                                                                                                                    |
| Public Works / Engineering                                                                                                                                                                   | PW-013        | Permits: <b>Temporary Encroachment</b> (Banner Permit, Film Permits, Excavation, Street Closure Permits, Street Cuts, Street & Sidewalk Repair, Streetlight Repair, Traffic Control, Transportation Permits, Utility Cuts, Wide Load / Heavy Load, etc.)<br>Includes Insurance Certificates  | Minimum Expiration + 2 years         | Yes: Until Completion | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; GC §34090                                                                                                                                                                                                                                                                                                                                                                    |
| Lead Dept.                                                                                                                                                                                   | PW-014        | Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, etc.) / CEQA - <b>Where Engineering is the Lead</b><br><br><b>Correspondence and staff notes</b> that provide insight into the project or the agency's CEQA compliance with respect to the project | Project Approval or Denial + 2 years |                       | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (2020) 53 Cal.App.5th 733; PRC 21167,6; GC §34090 |
| Public Works / Engineering & Building                                                                                                                                                        | PW-015        | Grading Permits                                                                                                                                                                                                                                                                              | P                                    |                       | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; GC §34090                                                                                                                                                                                                                                                                                                                                                                    |
| Public Works / Engineering                                                                                                                                                                   | PW-016        | Land Development: <b>Administrative Records</b> Construction Inspections, Photos, Progress Meetings, Project Schedules, etc.                                                                                                                                                                 | Completion + 10 years                | Yes: Until Completed  | Mag, Mfr, OD, Ppr | S/I                                   | Yes: After QC & OD                          | Statute of Limitations is 4 years; 10 years for Errors & Omissions; land records are permanent by law; CCP §§337. 337.1(a), 337.15, 343; GC §34090                                                                                                                                                                                                                                                  |

# RECORDS RETENTION SCHEDULE: PUBLIC WORKS

(Engineering, Operations & Maintenance, Sewer / Wastewater, Solid Waste, Stormwater, Utility Billing)

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                                                                                                                                                                                  | Total Retention | Vital?               | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------|-------------------|---------------------------------------|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                                                                                                                                                                                      |                 |                      |                   |                                       |                                             |                                                                                                                                                                                                              |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                                                                                                                                                                                      |                 |                      |                   |                                       |                                             |                                                                                                                                                                                                              |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                                                                                                      |                 |                      |                   |                                       |                                             |                                                                                                                                                                                                              |
| Public Works / Engineering                                                                                                                                                                   | PW-017        | Land Development: <b>Permanent Records</b><br>Abandonments, Certificate of Acceptance / Approval (copy), Dedications, Deeds (copies) Drainage, Driveway, Easements (copies), Geotechnical and Soil Reports / Hydrology Reports, Private Lab Verifications, Testing Lab Final Reports, Rights of Way (copies), Studies, Reports, etc. | P               | Yes: Until Completed | Mag, Mfr, OD, Ppr | S/I                                   | Yes: After QC & OD                          | Department preference; retained for disaster preparedness purposes; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §34090 |
| Public Works / Engineering                                                                                                                                                                   | PW-018        | Subdivision Maps / Parcel Maps                                                                                                                                                                                                                                                                                                       | P               | Yes (all)            | Mag, Mfr, OD, Ppr | S/I                                   | Yes: After QC & OD                          | Department Preference; GC §34090                                                                                                                                                                             |
| Public Works / Engineering                                                                                                                                                                   | PW-019        | Surveys, Record of Survey                                                                                                                                                                                                                                                                                                            | P               | Yes (all)            | Mag, Mfr, OD, Ppr | S/I                                   | Yes: After QC & OD                          | Department Preference; GC §34090                                                                                                                                                                             |
| <b>PUBLIC WORKS / ENGINEERING - TRAFFIC</b>                                                                                                                                                  |               |                                                                                                                                                                                                                                                                                                                                      |                 |                      |                   |                                       |                                             |                                                                                                                                                                                                              |
| Public Works / Engineering / Traffic                                                                                                                                                         | PW-020        | Traffic and Pedestrian Safety Committee<br><b>AGENDAS &amp; STAFF REPORTS</b>                                                                                                                                                                                                                                                        | Minimum 2 years |                      | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; GC §34090                                                                                                                                                                             |
| Public Works / Engineering / Traffic                                                                                                                                                         | PW-021        | Traffic and Pedestrian Safety Committee<br><b>AUDIO RECORDINGS</b>                                                                                                                                                                                                                                                                   | Minimum 2 years |                      | Mag               |                                       |                                             | Department preference; Audio Required for 30 days; GC §54953.5(b)                                                                                                                                            |
| Public Works / Engineering / Traffic                                                                                                                                                         | PW-022        | Traffic and Pedestrian Safety Committee<br><b>MINUTES</b>                                                                                                                                                                                                                                                                            | P               |                      | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | GC §34090(e)                                                                                                                                                                                                 |
| Public Works / Engineering / Traffic                                                                                                                                                         | PW-023        | Traffic and Pedestrian Safety Committee<br><b>VIDEO RECORDINGS</b>                                                                                                                                                                                                                                                                   | Minimum 2 years |                      | Mag               |                                       |                                             | Department preference; video recordings of meetings are required for 90 days; GC §34090.7                                                                                                                    |
| Public Works / Engineering / Traffic                                                                                                                                                         | PW-024        | Traffic Calming Requests (Speed Humps, Red Curbs, Stop Signs, etc.)                                                                                                                                                                                                                                                                  | 10 years        |                      | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department preference; GC §34090                                                                                                                                                                             |

# RECORDS RETENTION SCHEDULE: PUBLIC WORKS

(Engineering, Operations & Maintenance, Sewer / Wastewater, Solid Waste, Stormwater, Utility Billing)

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                             | Total Retention                           | Vital?                   | Media Options           | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------|-------------------------|---------------------------------------|---------------------------------------------|--------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                 |                                           |                          |                         |                                       |                                             |                                                                                      |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                 |                                           |                          |                         |                                       |                                             |                                                                                      |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                 |                                           |                          |                         |                                       |                                             |                                                                                      |
| Police or Sheriff                                                                                                                                                                            | PW-025        | Traffic Collision Reports / SWTRS                                                                               | Copies -<br>When No<br>Longer<br>Required |                          | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | Copies or Not City Records; GC §34090.7                                              |
| Public Works /<br>Engineering /<br>Traffic                                                                                                                                                   | PW-026        | Traffic Counts / Traffic Studies                                                                                | 10 years                                  |                          | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | Department preference; GC §34090                                                     |
| Public Works /<br>Engineering /<br>Traffic                                                                                                                                                   | PW-027        | Traffic Speed Surveys                                                                                           | 10 years                                  |                          | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | Department preference; GC §34090                                                     |
| Public Works /<br>Engineering /<br>Traffic                                                                                                                                                   | PW-028        | Traffic Stop Sign Warrants                                                                                      | 10 years                                  |                          | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | Department preference; GC §34090                                                     |
| Public Works /<br>Engineering /<br>Traffic                                                                                                                                                   | PW-029        | Transportation Permits / Wide Load Permits,<br>Heavy Load Permits, etc.                                         | Expiration +<br>2 years                   | Yes: Until<br>Expiration | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | GC § 34090                                                                           |
| Public Works /<br>Engineering /<br>Traffic                                                                                                                                                   | PW-030        | Transportation Plans / Master Plans                                                                             | P                                         |                          | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | Department preference; GC §34090                                                     |
| <b>PUBLIC WORKS / OPERATIONS &amp; MAINTENANCE / FLEET MAINTENANCE</b>                                                                                                                       |               |                                                                                                                 |                                           |                          |                         |                                       |                                             |                                                                                      |
| Public Works /<br>Lead Div.                                                                                                                                                                  | PW-031        | AQMD Permits - for Generators, etc.                                                                             | Issue Date +<br>5 years                   |                          | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | 40 CFR 70.6; GC §34090                                                               |
| Public Works /<br>O&M / Fleet<br>Maint.                                                                                                                                                      | PW-032        | Fleet - Pre-Trip Inspections / Vehicle Safety<br>Checks / Daily Vehicle Inspections / Daily<br>Equipment Checks | 3 years                                   |                          | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | Department preference; 13 CCR<br>1234(e), VC 34505.5(c); 49 CFR 396.11;<br>GC §34090 |
| Public Works /<br>O&M / Fleet<br>Maint.                                                                                                                                                      | PW-033        | Fleet - Tire Disposal / Waste Manifests                                                                         | 3 years                                   |                          | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | 14 CCR 18459.3; GC §34090                                                            |
| Public Works /<br>O&M / Fleet<br>Maint.                                                                                                                                                      | PW-034        | Fleet - Used Oil Disposal Manifests                                                                             | 3 years                                   |                          | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | 22 CCR 66266.130(c)(5), H&S<br>§25250.18(b), 25250.19(a)(3) et seq.                  |

# RECORDS RETENTION SCHEDULE: PUBLIC WORKS

## (Engineering, Operations & Maintenance, Sewer / Wastewater, Solid Waste, Stormwater, Utility Billing)

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                               | Total Retention                            | Vital? | Media Options           | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------|-------------------------|---------------------------------------|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                   |                                            |        |                         |                                       |                                             |                                                                                                                                                                                                                                                                                                                                                                 |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                   |                                            |        |                         |                                       |                                             |                                                                                                                                                                                                                                                                                                                                                                 |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                   |                                            |        |                         |                                       |                                             |                                                                                                                                                                                                                                                                                                                                                                 |
| Public Works / O&M / Fleet Maint.                                                                                                                                                            | PW-035        | Fleet - Vehicle & Equipment History Files<br>Maintenance, Brakes, Smog Certificates, etc.                                                                         | Disposal of Vehicle or Equipment + 2 years |        | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3; CCP §337 et. seq., 3 CCR 1234(f); GC §34090                                                                                                                 |
| Public Works / O&M / Fleet Maint.                                                                                                                                                            | PW-036        | Generator Operation Logs & Inspections                                                                                                                            | 5 years                                    |        | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After QC & OD                          | AQMD Rule 1470; Form 400-E-13a instructions; GC §34090                                                                                                                                                                                                                                                                                                          |
| Public Works / O&M / Fleet Maint.                                                                                                                                                            | PW-037        | Inspections or Audits by the CHP (Fleet)                                                                                                                          | 5 years                                    |        | Mag,<br>Mfr, OD,<br>Ppr | S/I                                   | Yes: After QC & OD                          | Consistent with CHP requirements; OSHA requires 1 year; 8 Ca. Code Reg. § 3203(b)(1); GC § 34090                                                                                                                                                                                                                                                                |
| Public Works / Lead Div.                                                                                                                                                                     | PW-038        | Pressure Vessel Certifications or Permits (Air Compressors, Propane, etc.)                                                                                        | Expiration of Certificate or Permit        |        | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After QC & OD                          | Department preference; GC §34090 et. seq.                                                                                                                                                                                                                                                                                                                       |
| Public Works / Lead Div.                                                                                                                                                                     | PW-039        | Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used) | 30 years                                   |        | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After QC & OD                          | Previous SDS / MSDS may be obtained from a service; SDS / MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090 |
| Public Works / O&M / Fleet Maint.                                                                                                                                                            | PW-039        | Vehicle Titles (Pink Slips)                                                                                                                                       | Sale or Disposal                           |        | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After QC & OD                          | Given to Auction House / New Owner; GC §34090                                                                                                                                                                                                                                                                                                                   |

# RECORDS RETENTION SCHEDULE: PUBLIC WORKS

(Engineering, Operations & Maintenance, Sewer / Wastewater, Solid Waste, Stormwater, Utility Billing)

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                                                                                              | Total Retention              | Vital? | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|--------|-------------------|---------------------------------------|---------------------------------------------|-----------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                                                                                                  |                              |        |                   |                                       |                                             |                                                                 |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                                                                                                  |                              |        |                   |                                       |                                             |                                                                 |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                  |                              |        |                   |                                       |                                             |                                                                 |
| Division Providing Service / Work                                                                                                                                                            | PW-040        | Work Orders / Service Requests / Service Orders - <b>CRM / CMMS DATABASE</b> (Computerized Maintenance Management System)                                                                                                                        | Indefinite - Minimum 5 years |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Data is interrelated; GC §34090                                 |
| Division Providing Service / Work                                                                                                                                                            | PW-041        | Work Orders / Service Requests / Service Orders - <b>All Information Entered in CRM / CMMS Database</b> (Paper drafts)                                                                                                                           | When No Longer Required      |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Preliminary drafts (the database is the original); GC §34090    |
| Division Providing Service / Work                                                                                                                                                            | PW-042        | Work Orders / Service Requests / Service Orders - <b>NOT entered in CRM / CMMS Database</b> (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy) | 5 years                      |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | City Preference; CCP §§338 et seq., 340 et seq., 342, GC §34090 |

# RECORDS RETENTION SCHEDULE: PUBLIC WORKS

(Engineering, Operations & Maintenance, Sewer / Wastewater, Solid Waste, Stormwater, Utility Billing)

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                               | Total Retention                     | Vital? | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------|-------------------|---------------------------------------|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                   |                                     |        |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                                                 |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                   |                                     |        |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                                                 |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                   |                                     |        |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                                                 |
| <b>PUBLIC WORKS / OPERATIONS / LANDSCAPE, PARKS, TREES, STREETS</b>                                                                                                                          |               |                                                                                                                                                                   |                                     |        |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                                                 |
| Public Works / Lead Div.                                                                                                                                                                     | PW-043        | Air Pollution Control District (AQMD Permits - for Generators, etc.                                                                                               | Issue Date + 5 years                |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | 40 CFR 70.6; GC §34090                                                                                                                                                                                                                                                                                                                                          |
| Public Works / Lead Div.                                                                                                                                                                     | PW-044        | Daily Record (log of work performed)                                                                                                                              | 5 years                             |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department preference; GC §34090                                                                                                                                                                                                                                                                                                                                |
| Public Works / Lead Div.                                                                                                                                                                     | PW-045        | Generator Operation Logs & Inspections                                                                                                                            | 5 years                             |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | AQMD Rule 1470; Form 400-E-13a instructions; GC §34090                                                                                                                                                                                                                                                                                                          |
| Public Works / Lead Div.                                                                                                                                                                     | PW-046        | Operations & Maintenance Manuals (O&M Manuals)                                                                                                                    | Life of Facility or Equipment       |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; GC §34090 et. seq.                                                                                                                                                                                                                                                                                                                       |
| Public Works / Lead Div.                                                                                                                                                                     | PW-047        | Playground Equipment Inspections and Maintenance                                                                                                                  | 5 years                             |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC'd & OD                        | Department preference; GC §34090                                                                                                                                                                                                                                                                                                                                |
| Public Works / Lead Div.                                                                                                                                                                     | PW-048        | Pressure Vessel Certifications or Permits (Air Compressors, Propane, etc.)                                                                                        | Expiration of Certificate or Permit |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department preference; GC §34090 et. seq.                                                                                                                                                                                                                                                                                                                       |
| Public Works / Lead Div.                                                                                                                                                                     | PW-049        | Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used) | 30 years                            |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Previous SDS / MSDS may be obtained from a service; SDS / MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090 |
| Public Works / O&M / Maint.                                                                                                                                                                  | PW-050        | Streets - Sidewalk Inspection & Maintenance, Grinding, Asphalt Ramping (Logs and Forms)                                                                           | 10 years                            |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department preference; GC §34090                                                                                                                                                                                                                                                                                                                                |

# RECORDS RETENTION SCHEDULE: PUBLIC WORKS

(Engineering, Operations & Maintenance, Sewer / Wastewater, Solid Waste, Stormwater, Utility Billing)

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                                                                                              | Total Retention              | Vital? | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|--------|-------------------|---------------------------------------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                                                                                                  |                              |        |                   |                                       |                                             |                                                                                                                                              |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                                                                                                  |                              |        |                   |                                       |                                             |                                                                                                                                              |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                  |                              |        |                   |                                       |                                             |                                                                                                                                              |
| Public Works / O&M / Maint.                                                                                                                                                                  | PW-051        | Tree <b>DATABASE</b>                                                                                                                                                                                                                             | Indefinite - Minimum 5 years |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Data is interrelated; GC §34090                                                                                                              |
| Public Works / O&M / Maint.                                                                                                                                                                  | PW-052        | Tree Maintenance, Trimming, Arborists Reports (ALL City-owned trees)                                                                                                                                                                             | 5 years                      |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department preference; GC §34090                                                                                                             |
| Public Works / O&M / Maint.                                                                                                                                                                  | PW-053        | Underground Service Alerts (USA's) / Dig Alerts                                                                                                                                                                                                  | Minimum 3 years              |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | The Excavator, Operator and Regional Notification Cetner all have an obligation to retain for 3 years; GC §§4216.2(f) & 4216.3(d), GC §34090 |
| Division Providing Service / Work                                                                                                                                                            | PW-054        | Work Orders / Service Requests / Service Orders - <b>CRM / CMMS DATABASE</b> (Computerized Maintenance Management System)                                                                                                                        | Indefinite - Minimum 5 years |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Data is interrelated; GC §34090                                                                                                              |
| Division Providing Service / Work                                                                                                                                                            | PW-055        | Work Orders / Service Requests / Service Orders - <b>All Information Entered in CRM / CMMS Database</b> (Paper drafts)                                                                                                                           | When No Longer Required      |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Preliminary drafts (the database is the original); GC §34090                                                                                 |
| Division Providing Service / Work                                                                                                                                                            | PW-056        | Work Orders / Service Requests / Service Orders - <b>NOT entered in CRM / CMMS Database</b> (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy) | 5 years                      |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | City Preference; CCP §§338 et seq., 340 et seq., 342, GC §34090                                                                              |
| <b>PUBLIC WORKS / SEWER / WASTEWATER COLLECTIONS</b>                                                                                                                                         |               |                                                                                                                                                                                                                                                  |                              |        |                   |                                       |                                             |                                                                                                                                              |
| Public Works / Stormwater & Wastewater Collections                                                                                                                                           | PW-057        | CCTV Videos of Sewer Lines                                                                                                                                                                                                                       | 20 years                     |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department preference; GC §34090                                                                                                             |

# RECORDS RETENTION SCHEDULE: PUBLIC WORKS

(Engineering, Operations & Maintenance, Sewer / Wastewater, Solid Waste, Stormwater, Utility Billing)

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                             | Total Retention      | Vital? | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------|-------------------|---------------------------------------|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                 |                      |        |                   |                                       |                                             |                                                                                                                                                                                                   |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                 |                      |        |                   |                                       |                                             |                                                                                                                                                                                                   |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                 |                      |        |                   |                                       |                                             |                                                                                                                                                                                                   |
| Public Works / Lead Div.                                                                                                                                                                     | PW-058        | Confined Space Entries / Hot Work Permits / Lockout-Blockouts / Lockout-Tagouts / Energy Control Procedures (ECP) / Air Monitoring Calibrations | 3 years              |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department preference; Cal/OSHA requests 3 years of documents of Lockout-Blockouts / Lockout-Tagouts during audits; 8 CCR 5157(d)(14) & (e)(6); 29 CFR 1910.146(e)(6); GC §34090                  |
| Public Works / Lead Div.                                                                                                                                                                     | PW-059        | Daily Record (log of work performed)                                                                                                            | 5 years              |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department preference; GC §34090                                                                                                                                                                  |
| Public Works / Stormwater & Wastewater Collections                                                                                                                                           | PW-060        | FOG (Fats, Oil & Grease) Inspections / Pretreatment Annual & Quarterly Reports                                                                  | 5 years              |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department preference; Monitoring records required for 3 years; 40 CFR §§122.21, 122.41; 40 CFR 403.12                                                                                            |
| Public Works / Stormwater & Wastewater Collections                                                                                                                                           | PW-061        | Sanitary Spills and Overflows (SSOs)                                                                                                            | 5 years              |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Required for a minimum of 5 years; SWRCB Order 2002-0103-DWQ & 2006-03; 40 CFR 122.41(j)(2); GC §34090                                                                                            |
| Public Works / Stormwater & Wastewater Collections                                                                                                                                           | PW-062        | Sewer Odor Complaints / Gas Detection Results / Investigations                                                                                  | 5 years              |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department preference; GC §34090                                                                                                                                                                  |
| Public Works / Stormwater & Wastewater Collections                                                                                                                                           | PW-063        | Sewer System Management Plans (SSMP) and Audits / Sanitary Spills Overflow Prevention Plan (SSOPP) and Sanitary Sewer Overflow Response Plan    | Superseded + 5 years |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department preference; SSMPs are required to be updated every 6 5 years; SSOs are required for a minimum of 5 years; 40 CFR 122.41(j)(2); SWRCB General Order 2006-03; & 2022-0103-DWQ; GC §34090 |
| Public Works / Stormwater & Wastewater Collections                                                                                                                                           | PW-064        | Storm Drain System Maintenance (Slip Lining, etc.)                                                                                              | 5 years              |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; GC §34090                                                                                                                                                                  |



# RECORDS RETENTION SCHEDULE: PUBLIC WORKS

(Engineering, Operations & Maintenance, Sewer / Wastewater, Solid Waste, Stormwater, Utility Billing)

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                                                                                              | Total Retention              | Vital? | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|--------|-------------------|---------------------------------------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                                                                                                  |                              |        |                   |                                       |                                             |                                                                                                                                              |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                                                                                                  |                              |        |                   |                                       |                                             |                                                                                                                                              |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                                                                                                  |                              |        |                   |                                       |                                             |                                                                                                                                              |
| Public Works / Lead Div.                                                                                                                                                                     | PW-065        | Underground Service Alerts (USA's) / Dig Alerts                                                                                                                                                                                                  | Minimum 3 years              |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | The Excavator, Operator and Regional Notification Cetner all have an obligation to retain for 3 years; GC §§4216.2(f) & 4216.3(d), GC §34090 |
| Division Providing Service / Work                                                                                                                                                            | PW-066        | Work Orders / Service Requests / Service Orders - <b>CRM / CMMS DATABASE</b> (Computerized Maintenance Management System)                                                                                                                        | Indefinite - Minimum 5 years |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Data is interrelated; GC §34090                                                                                                              |
| Division Providing Service / Work                                                                                                                                                            | PW-067        | Work Orders / Service Requests / Service Orders - <b>All Information Entered in CRM / CMMS Database</b> (Paper drafts)                                                                                                                           | When No Longer Required      |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Preliminary drafts (the database is the original); GC §34090                                                                                 |
| Division Providing Service / Work                                                                                                                                                            | PW-068        | Work Orders / Service Requests / Service Orders - <b>NOT entered in CRM / CMMS Database</b> (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy) | 5 years                      |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | City Preference; CCP §§338 et seq., 340 et seq., 342, GC §34090                                                                              |
| <b>PUBLIC WORKS / SEWER TREATMENT PLANT / WASTEWATER TREATMENT PLANT / WATER POLLUTION CONTROL PLANT</b>                                                                                     |               |                                                                                                                                                                                                                                                  |                              |        |                   |                                       |                                             |                                                                                                                                              |
| Lead Dept.                                                                                                                                                                                   | PW-069        | AQMD Permits (Air Quality Management Districts) - for Generators, etc.                                                                                                                                                                           | Issue Date + 5 years         |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | 40 CFR 70.6; GC §34090                                                                                                                       |
| Public Works / WWTP                                                                                                                                                                          | PW-070        | Biosolids / Sewage Sludge Handling Logs and Weigh Tickets (Blockages)                                                                                                                                                                            | 5 years                      |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Code of Federal Regulations requires 5 years; 40 CFR 503.17; 40 CFR 122.41(j)(2); GC §34090                                                  |
| Lead Dept.                                                                                                                                                                                   | PW-071        | Confined Space Entries / Hot Work Permits                                                                                                                                                                                                        | 2 years                      |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | 8 CCR 5157(d)(14) & (e)(6); 29 CFR 1910.146(e)(6) GC §34090                                                                                  |
| Lead Dept.                                                                                                                                                                                   | PW-072        | Generator Operation Logs & Inspections                                                                                                                                                                                                           | 5 years                      |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | AQMD Rule 1470; Form 400-E-13a instructions; GC §34090                                                                                       |

# RECORDS RETENTION SCHEDULE: PUBLIC WORKS

(Engineering, Operations & Maintenance, Sewer / Wastewater, Solid Waste, Stormwater, Utility Billing)

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                               | Total Retention                     | Vital? | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------|-------------------|---------------------------------------|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                   |                                     |        |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                                     |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                   |                                     |        |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                                     |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                   |                                     |        |                   |                                       |                                             |                                                                                                                                                                                                                                                                                                                                                     |
| Public Works / WWTP                                                                                                                                                                          | PW-073        | Lab Reports & Chains of Custody: <b>Wastewater</b>                                                                                                                | Minimum 10 years                    |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes - After QC & OD                         | Department preference; GC §34090                                                                                                                                                                                                                                                                                                                    |
| Public Works / WWTP                                                                                                                                                                          | PW-074        | Logs: Vac Con Trucks, etc.                                                                                                                                        | 5 years                             |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department preference; GC §34090                                                                                                                                                                                                                                                                                                                    |
| Lead Dept.                                                                                                                                                                                   | PW-075        | Operations & Maintenance Manuals / O & M Manuals                                                                                                                  | Life of Facility or Equipment       |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department preference (some equipment is from the 1950's, and the O&M Manual isn't helpful); GC §34090                                                                                                                                                                                                                                              |
| Public Works / WWTP                                                                                                                                                                          | PW-076        | Permits - <b>Wastewater Regulatory / Operating Permits</b> : Examples (CalARP, Cal OSHA, CERS, CUPA, NPDES, SWRCB, etc.)                                          | Minimum 10 years                    |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44; GC §34090 CCP §337 et seq.                                                                                                                                                                                                                   |
| Lead Dept.                                                                                                                                                                                   | PW-077        | Pressure Vessel Certifications or Permits (Air Compressors, Propane, etc.)                                                                                        | Expiration of Certificate or Permit |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department preference; GC §34090 et. seq.                                                                                                                                                                                                                                                                                                           |
| Public Works / WWTP                                                                                                                                                                          | PW-078        | Reports - <b>Wastewater Reports to Regulatory Agencies</b> : Examples (CalARP, Cal OSHA, CERS, CUPA, NPDES, SWRCB, etc.)                                          | Minimum 10 years                    |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44; GC §34090 CCP §337 et seq.                                                                                                                                                                                                                   |
| Lead Dept.                                                                                                                                                                                   | PW-079        | Safety Data Sheet (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used) | 30 years                            |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes - After QC & OD                         | Previous MSDS may be obtained from a service; MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(i), GC §34090 |

**RECORDS RETENTION SCHEDULE: PUBLIC WORKS****(Engineering, Operations & Maintenance, Sewer / Wastewater, Solid Waste, Stormwater, Utility Billing)**

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                                          | Total Retention              | Vital? | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|--------|-------------------|---------------------------------------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                              |                              |        |                   |                                       |                                             |                                                                                                                                                                                                                            |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                              |                              |        |                   |                                       |                                             |                                                                                                                                                                                                                            |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                              |                              |        |                   |                                       |                                             |                                                                                                                                                                                                                            |
| Public Works / WWTP                                                                                                                                                                          | PW-080        | Sanitary Survey of Sewer System                                                                                                                                              | 10 years                     |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department preference; GC §34090                                                                                                                                                                                           |
| Public Works / WWTP                                                                                                                                                                          | PW-081        | SCADA Database (Wastewater)                                                                                                                                                  | Indefinite - Minimum 5 years |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Data is interrelated; GC §34090                                                                                                                                                                                            |
| Public Works / WWTP                                                                                                                                                                          | PW-082        | Wastewater Treatment Plant Operators Certificates (posting required)                                                                                                         | When Superseded              |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department preference; GC §34090                                                                                                                                                                                           |
| Public Works / WWTP                                                                                                                                                                          | PW-083        | Wastewater Treatment Plant Safety Training Certificates (posting required)                                                                                                   | Minimum 5 years              |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department preference; 8 CCR §3203 et seq., 29 CFR 1627.3(b)(1), LC §6429(c); GC §§12946, 21960, 34090                                                                                                                     |
| <b>PUBLIC WORKS / SOLID WASTE</b>                                                                                                                                                            |               |                                                                                                                                                                              |                              |        |                   |                                       |                                             |                                                                                                                                                                                                                            |
| Public Works / Solid Waste                                                                                                                                                                   | PW-084        | Solid Waste Recycling / AB 939 Compliance / SB 1383 Compliance (Organic Waste Collection and Recycling) . CalRecycle Annual Waste Diversion Report / CalREcycle Report, etc. | 15 years                     |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department preference; SB 1383 compliance is required for 5 years; Low-Carbon Fuel Standard regulations credits can be received for 10 years, and are eligible for an extension; 14 CCR § 18995; 2 H&S §39730.7; GC §34090 |
| Public Works / Solid Waste                                                                                                                                                                   | PW-085        | Solid Waste Reports to Regulatory Agencies (California Integrated Waste Management Board, etc.)                                                                              | 10 years                     |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; GC §34090                                                                                                                                                                                           |
| Public Works / Solid Waste                                                                                                                                                                   | PW-086        | Solid Waste Services / Hauler Quarterly Reports                                                                                                                              | 10 years                     |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Department Preference; GC §34090                                                                                                                                                                                           |
| <b>PUBLIC WORKS / STORMWATER (NPDES)</b>                                                                                                                                                     |               |                                                                                                                                                                              |                              |        |                   |                                       |                                             |                                                                                                                                                                                                                            |
| Public Works / Stormwater                                                                                                                                                                    | PW-087        | Stormwater Illicit Discharges                                                                                                                                                | 5 years                      |        | Mag, Mfr, OD, Ppr | S / I                                 | Yes: After QC & OD                          | Required for a minimum of 3 years; 40 CFR 122.41(j)(2); SWRCB Order 2006-03; 40 CFR §§122.21, 122.41, 122.44; GC §34090                                                                                                    |

# RECORDS RETENTION SCHEDULE: PUBLIC WORKS

(Engineering, Operations & Maintenance, Sewer / Wastewater, Solid Waste, Stormwater, Utility Billing)

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                                                                                             | Total Retention              | Vital? | Media Options           | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                                                                                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|--------|-------------------------|---------------------------------------|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                                                                                 |                              |        |                         |                                       |                                             |                                                                                                                                                                                                                                                                       |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                                                                                 |                              |        |                         |                                       |                                             |                                                                                                                                                                                                                                                                       |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                                                                                 |                              |        |                         |                                       |                                             |                                                                                                                                                                                                                                                                       |
| Public Works / Stormwater                                                                                                                                                                    | PW-088        | Stormwater: NPDES Annual Reports                                                                                                                                | 10 years                     |        | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | Department Preference; Federal mandate is 3 years; SWRCB Order 2006-03; 40 CFR §§122.21, 122.41, 122.44; GC §34090                                                                                                                                                    |
| Public Works / Stormwater                                                                                                                                                                    | PW-089        | Stormwater: NPDES Permits / MS-4 Permits                                                                                                                        | Expiration + 5 years         |        | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | Department Preference; Federal mandate is 3 years; SWRCB Order 2006-03; 40 CFR §§122.21, 122.41, 122.44; GC §34090                                                                                                                                                    |
| <b>PUBLIC WORKS / UTILITY BILLING</b>                                                                                                                                                        |               |                                                                                                                                                                 |                              |        |                         |                                       |                                             |                                                                                                                                                                                                                                                                       |
| Public Works / Utility Billing                                                                                                                                                               | PW-090        | Utility Billing Database                                                                                                                                        | Indefinite - Minimum 5 years | Yes    | Mag,<br>Ppr, Mfr,<br>OD | S / I                                 | Yes: After<br>QC & OD                       | Data Fields / Records are interrelated; GC §34090                                                                                                                                                                                                                     |
| Public Works / Utility Billing                                                                                                                                                               | PW-091        | Collection Agency Assignments / Unpaid Accounts                                                                                                                 | 5 years                      |        | Mag,<br>Ppr, Mfr,<br>OD | S / I                                 | Yes: After<br>QC & OD                       | Department Preference; Negative credit information remains on credit reports for 7 - 10 years; Meets auditing standards; City does not Lien property (Liens are good for 10 years from recording date, and may be extended by re-recording lien); WC 36729; GC §34090 |
| Public Works / Utility Billing                                                                                                                                                               | PW-092        | Payment Stubs / Water Receipts / Utility Receipts - If NOT bundled with Cash Receipts                                                                           | When No Longer Required      |        | Mag,<br>Ppr, Mfr,<br>OD | S / I                                 | Yes: After<br>QC & OD                       | Department preference; Preliminary Documents - payments can be made without including the stub; GC §34090 et seq.                                                                                                                                                     |
| Public Works / Utility Billing                                                                                                                                                               | PW-093        | Prop. 218 (Property-based fees - Improvement Districts: <b>Notices and Mailing lists</b> , Protest Letters / Ballots, Tabulation are retained by the City Clerk | 2 years                      |        | Mag,<br>Mfr, OD,<br>Ppr | S / I                                 | Yes: After<br>QC & OD                       | GC §53753(e)(2)                                                                                                                                                                                                                                                       |
| Public Works / Utility Billing                                                                                                                                                               | PW-094        | Water Billing: Appeals - Payment Delinquency & Impending Discontinuation                                                                                        | Final Decision + 2 years     |        | Mag,<br>Ppr, Mfr,<br>OD | S / I                                 | Yes: After<br>QC & OD                       | Documented or attached to Customer Record in database GC §34090; H&S §116908                                                                                                                                                                                          |

# RECORDS RETENTION SCHEDULE: PUBLIC WORKS

(Engineering, Operations & Maintenance, Sewer / Wastewater, Solid Waste, Stormwater, Utility Billing)

| Office of Record (OFR)                                                                                                                                                                       | Retention No. | Records Description                                                                            | Total Retention                          | Vital? | Media Options     | Image:<br>I=Import<br>M=Mfr<br>S=Scan | Destroy<br>Paper after<br>Imaged &<br>QC'd? | Comments / Reference                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------|------------------------------------------|--------|-------------------|---------------------------------------|---------------------------------------------|------------------------------------------------------------------------------|
| <i>If the record is not listed here, refer to the Retention for City-Wide Standards</i>                                                                                                      |               |                                                                                                |                                          |        |                   |                                       |                                             |                                                                              |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                      |               |                                                                                                |                                          |        |                   |                                       |                                             |                                                                              |
| <i>HOLDS: Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |               |                                                                                                |                                          |        |                   |                                       |                                             |                                                                              |
| Public Works / Utility Billing                                                                                                                                                               | PW-095        | Water Billing: Non-payment Notices / Notice of Payment Delinquency & Impending Discontinuation | When No Longer Required                  |        | Mag, Ppr, Mfr, OD | S / I                                 | Yes: After QC & OD                          | Documented or attached to Customer Record in database GC §34090; H&S §116908 |
| Public Works / Utility Billing                                                                                                                                                               | PW-096        | Water Billing: NSF Checks / Adjustments to Customer accounts / Deposits and Releases           | When No Longer Required                  |        | Mag, Ppr, Mfr, OD | S / I                                 | Yes: After QC & OD                          | Documented or attached to Customer Record in database GC §34090; H&S §116908 |
| Public Works / Utility Billing                                                                                                                                                               | PW-097        | Water Billing: Payment Plans: Amortization, Alternative Payment Plans, Deferrals, etc.         | Expiration or Completion of Payment Plan |        | Mag, Ppr, Mfr, OD | S / I                                 | Yes: After QC & OD                          | Documented or attached to Customer Record in database GC §34090; H&S §116910 |
| Public Works / Utility Billing                                                                                                                                                               | PW-098        | Water Billing: Policy on Discontinuation of Residential Service for Nonpayment                 | When Superseded; Minimum 2 years         |        | Mag, Ppr, Mfr, OD | S / I                                 | Yes: After QC & OD                          | Must post to Website; H&S §116906; GC §34090                                 |
| Public Works / Utility Billing                                                                                                                                                               | PW-099        | Water Billing: Report of Annual Discontinuations of Residential Service                        | Minimum 2 years                          |        | Mag, Ppr, Mfr, OD | S / I                                 | Yes: After QC & OD                          | Must post to Website; H&S §116918; GC §34090                                 |



## CITY COUNCIL REPORT

9.D.

**DATE:** JULY 15, 2025

**TO:** MAYOR AND COUNCIL MEMBERS

**FROM:** Stacy Shell, Human Resources Director, 510-741-3864, sshell@pinole.gov

**SUBJECT:** ADOPT A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PINOLE AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) UNION LOCAL 1 FOR THE PERIOD OF JULY 1, 2025 – JUNE 30, 2026

### **RECOMMENDATION**

Staff recommends that the City Council adopt a resolution approving a Memorandum of Understanding (MOU) between the City and American Federation of State, County, and Municipal Employees (AFSCME) Union Local 1 for the period of July 1, 2025 – June 30, 2026.

### **BACKGROUND**

The current MOU between the City and AFSCME Local 1 expired on June 30, 2023. In accordance with the provisions of the Meyers-Milias-Brown Act, the City and the representatives of AFSCME Local 1 must meet and confer in good faith in an effort to reach agreement on terms for a successor MOU.

Prior to the commencement of this round of negotiations, the City undertook a thorough review of the current MOU. The City's labor relations consultant, IEDA, reviewed the MOU for potential clean-up and clarifying matters, as had front-line Human Resources and Finance staff.

During the negotiations process, the AFSCME Local 1 and the City exchanged a number of economic and non-economic proposals and counter proposals.

### **REVIEW AND ANALYSIS**

The City's negotiating team first met with AFSCME Local 1 on March 11, 2025, to commence negotiations for a successor MOU. During the negotiation process, the City and AFSCME Local 1 met eight (8) times, with the exchange of proposals occurring throughout. After meeting and conferring, including the exchanging of counter proposals, the City and AFSCME Local 1 reached a Total Tentative Agreement (TTA) on June 24, 2025 (Attachment B). AFSCME Local 1 members met and notified the City that the membership ratified the TTA on July 9, 2025.

The successor agreement (Exhibit A to the attached resolution) is for a one (1) year period. Outlined below are the significant economic changes to the existing Memorandum of

Understanding (MOU) for the period of July 1, 2025 – June 30, 2026. A summary of all the changes to the MOU are reflected in the TTA in Attachment B.

### ***Cost of Living Adjustment***

A Cost-of-Living Adjustment (COLA) of 3% effective on the first full pay period following June 30, 2025.

### ***List of Official Holidays***

Addition of Christmas Eve (December 24th).

In addition to the economic proposals listed above, the City agreed to include language in the MOU pertaining to other non-economic provisions related to unit composition, medical insurance, term, deferred compensation, retiree medical committee, and "me too" side letters, as listed below:

- Clean-up language for represented job classifications to include newly created or revised classifications assigned to the unit.
- Clean-up language for City contributions toward employee health premiums.
- Clean-up language for agreement term from 7/1/2025 – 6/30/2026.
- Clean-up language for deferred compensation and Roth IRA plans.
- Side letter to establish a retiree medical committee to explore more sustainable plan options.
- Side letter to establish a "Me Too" clause for AFSCME Local 512 and Pinole Police Employees' Association successor agreements.

All economic and non-economic revisions agreed to by the City and AFSCME Local 1, in addition to other formatting or housekeeping changes, are identified in the attached redline version of the MOU between the City and AFSCME Local 1 (Attachment C).

The City continues to appreciate the willingness of our employees to complete negotiations in a cooperative spirit and we are pleased to be able to provide an increase in our employees' base salaries. This agreement represents an amenable compromise between the City and our employees and will support the retention and recruitment of experienced employees.

### **FISCAL IMPACT**

The total cost of the provisions for this bargaining unit under a one-year agreement is estimated at \$92,000 (\$31,000 general fund; \$61,000 non-general fund) for the FY 2025/26 Operating and Capital Budget.

The total costs are spread over various City funds, depending on each employee's staffing allocation.

### **ATTACHMENTS**

- A. Resolution and Exhibit (MOU)
- B. Pinole Local 1 Total Tentative Agreement EXECUTED 06242025
- C. Pinole Local 1 MOU 2025-2026 DRAFT



**RESOLUTION 2025-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE  
APPROVING THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF PINOLE AND THE AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) UNION LOCAL 1 FOR THE  
PERIOD OF JULY 1, 2025 – JUNE 30, 2026**

**WHEREAS**, the Memorandum of Understanding between the City of Pinole and the American Federation of State, County, and Municipal Employees (AFSCME) Union Local 1 expired on June 30, 2025; and

**WHEREAS**, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of AFSCME Local 1 to negotiate a successor agreement; and

**WHEREAS**, representatives of the City and AFSCME Local 1 first met to commence negotiations on March 11, 2025, and reached a Total Tentative Agreement for a successor Memorandum of Understanding on June 24, 2025, and

**WHEREAS**, the City agreed to retroactivity of the economic changes to the Memorandum of Understanding effective the first full pay period following June 30, 2025; and

**WHEREAS**, the Total Tentative Agreement for a successor Memorandum of Understanding for the period of July 1, 2025 – June 30, 2026, was ratified by the membership of AFSCME Local 1 on July 9, 2025.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Pinole that it does hereby approve the Memorandum of Understanding between the City of Pinole and AFSCME Local 1 for the period of July 1, 2025 – June 30, 2026, as provided in Exhibit A, herein incorporated by reference.

**BE IT FURTHER RESOLVED** that the City Manager is authorized to execute the Memorandum of Understanding on behalf of the City.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Pinole held on July 15, 2025 the by the following vote:

|          |                 |
|----------|-----------------|
| AYES:    | COUNCILMEMBERS: |
| NOES:    | COUNCILMEMBERS: |
| ABSENT:  | COUNCILMEMBERS: |
| ABSTAIN: | COUNCILMEMBERS: |

I hereby certify that the foregoing ordinance was regularly introduced, passed, and adopted on this 15<sup>th</sup> day of July, 2025.

---

Heather Bell, CMC  
City Clerk

# MEMORANDUM OF UNDERSTANDING



Between the City of Pinole and  
AFSCME Public Employees Union – Local One

# LOCAL 1

**July 1, 2025 to June 30, 2026**

City of Pinole and AFSCME Public Employees Union – Local One  
Memorandum of Understanding

Table Of Contents

---

|                                                                       |       |          |
|-----------------------------------------------------------------------|-------|----------|
| <b>PREAMBLE</b>                                                       | ..... | <b>1</b> |
| <b>ARTICLE I. DEFINITIONS</b>                                         | ..... | <b>1</b> |
| <b>ARTICLE II. RECOGNITION</b>                                        | ..... | <b>2</b> |
| 2.1 Unit Composition                                                  | ..... | 2        |
| <b>ARTICLE III. DUES DEDUCTION</b>                                    | ..... | <b>3</b> |
| 3.1 Payroll Deduction of Union Dues                                   | ..... | 3        |
| 3.2 Notification of Union Dues Increase                               | ..... | 3        |
| 3.3 Hold Harmless and Indemnification Clause                          | ..... | 3        |
| <b>ARTICLE IV. MAINTENANCE OF MEMBERSHIP</b>                          | ..... | <b>3</b> |
| 4.1 Revocation of Union Membership                                    | ..... | 3        |
| <b>ARTICLE V. UNION REPRESENTATIVES</b>                               | ..... | <b>4</b> |
| 5.1 Union Representatives/Stewards Defined                            | ..... | 4        |
| 5.2 Time Off for “Meet and Confer”                                    | ..... | 4        |
| 5.3 “Meet and Confer” Committee                                       | ..... | 4        |
| 5.4 Notice to Supervisors                                             | ..... | 4        |
| 5.5 Release Time for Quarterly Meetings                               | ..... | 4        |
| 5.6 Leave for Union Activities                                        | ..... | 5        |
| <b>ARTICLE VI. SALARIES</b>                                           | ..... | <b>5</b> |
| 6.1 Cost of Living and Market Adjustments                             | ..... | 5        |
| 6.2 Pay Plan                                                          | ..... | 5        |
| 6.3 Longevity                                                         | ..... | 5        |
| 6.4 Pro-rata Benefits                                                 | ..... | 5        |
| <b>ARTICLE VII. HOURS OF WORK AND OVERTIME</b>                        | ..... | <b>5</b> |
| 7.1 Work Week Defined                                                 | ..... | 5        |
| 7.2 Overtime Work Schedule                                            | ..... | 6        |
| 7.3 Overtime and Seniority                                            | ..... | 6        |
| 7.4 Regular Work Week-Amount of Overtime Earned                       | ..... | 6        |
| 7.5 Alternative Work Week-Amount of Overtime Earned                   | ..... | 6        |
| 7.6 Rate of Overtime/Compensatory Time                                | ..... | 7        |
| 7.7 Call Back                                                         | ..... | 7        |
| 7.8 Alternative Work Schedules/Flex Time                              | ..... | 8        |
| 7.9 Court Appearance on Off-Duty Hours by Community Services Officers | ..... | 8        |
| 7.10 Meal Allotment                                                   | ..... | 8        |
| 7.11 Rest Periods                                                     | ..... | 9        |
| <b>ARTICLE VIII. STANDBY PAY</b>                                      | ..... | <b>9</b> |
| 8.1 Employees Assigned                                                | ..... | 9        |
| 8.2 Method of Assignment                                              | ..... | 9        |
| 8.3 Cell Phone Assignments                                            | ..... | 9        |
| 8.4 Standby Protocol                                                  | ..... | 9        |
| 8.5 Standby Schedule Assignments                                      | ..... | 10       |
| 8.6 Standby Exceptions                                                | ..... | 10       |
| 8.7 Rest Periods While on Standby                                     | ..... | 10       |
| 8.8 Amount of Standby Pay                                             | ..... | 10       |
| 8.9 Mileage Reimbursement While on Standby                            | ..... | 11       |

|                       |                                                                                    |           |
|-----------------------|------------------------------------------------------------------------------------|-----------|
| <b>ARTICLE IX.</b>    | <b>ACTING IN HIGHER CLASSIFICATION .....</b>                                       | <b>11</b> |
|                       | 9.1 Pay Defined and Rate of Pay. ....                                              | 11        |
| <b>ARTICLE X.</b>     | <b>SICK LEAVE .....</b>                                                            | <b>11</b> |
|                       | 10.1 Rate of Sick Leave Earned. ....                                               | 11        |
|                       | 10.2 Sick Leave Incentive. ....                                                    | 11        |
|                       | 10.3 Use of Sick Leave for Family Care. ....                                       | 12        |
|                       | 10.4 Use of Sick Leave. ....                                                       | 12        |
|                       | 10.5 Other Use of Sick Leave. ....                                                 | 12        |
| <b>ARTICLE XI.</b>    | <b>HOLIDAYS .....</b>                                                              | <b>12</b> |
|                       | 11.1 Authorized Legal Holidays. ....                                               | 12        |
|                       | 11.2 List of Official Holidays. ....                                               | 13        |
|                       | 11.3 Holidays Falling on Saturday or Sunday. ....                                  | 13        |
|                       | 11.4 Holidays Falling on a Regularly Scheduled Day Off. ....                       | 13        |
|                       | 11.5 Compensation for Hours Worked on a Holiday. ....                              | 14        |
| <b>ARTICLE XII.</b>   | <b>VACATION .....</b>                                                              | <b>14</b> |
|                       | 12.1 Vacation Schedule and Seniority. ....                                         | 14        |
|                       | 12.2 Vacation Sell Back. ....                                                      | 14        |
|                       | 12.3 Rate of Vacation Earned. ....                                                 | 14        |
| <b>ARTICLE XIII.</b>  | <b>MEDICAL INSURANCE .....</b>                                                     | <b>15</b> |
|                       | 13.1 Medical Insurance Provided. ....                                              | 15        |
|                       | 13.2 Retiree Medical Insurance. ....                                               | 15        |
|                       | 13.3 Medical In-Lieu Payments. ....                                                | 17        |
| <b>ARTICLE XIV.</b>   | <b>DENTAL INSURANCE .....</b>                                                      | <b>17</b> |
|                       | 14.1 Dental Insurance Provided. ....                                               | 17        |
|                       | 14.2 Orthodontic Insurance Provided. ....                                          | 17        |
| <b>ARTICLE XV.</b>    | <b>VISION INSURANCE .....</b>                                                      | <b>18</b> |
|                       | 15.1 Vision Insurance Provided. ....                                               | 18        |
| <b>ARTICLE XVI.</b>   | <b>LIFE INSURANCE .....</b>                                                        | <b>18</b> |
|                       | 16.1 Life Insurance Provided. ....                                                 | 18        |
|                       | 16.2 Life Insurance Premium Rates. ....                                            | 18        |
| <b>ARTICLE XVII.</b>  | <b>DISABILITY INSURANCE .....</b>                                                  | <b>18</b> |
|                       | 17.1 Disability Insurance Provided. ....                                           | 18        |
|                       | 17.2 Long Term Disability Insurance. ....                                          | 18        |
|                       | 17.3 Disability Insurance Option for Upgrade. ....                                 | 19        |
| <b>ARTICLE XVIII.</b> | <b>FLEXIBLE BENEFITS PLAN, DOMESTIC PARTNERSHIP AND<br/>COVERAGE DEFINED .....</b> | <b>19</b> |
|                       | 18.1 Flexible Benefits Plan. ....                                                  | 19        |
|                       | 18.2 Domestic Partnership and Coverage Defined. ....                               | 19        |
| <b>ARTICLE XIX.</b>   | <b>TUITION REIMBURSEMENT PROGRAM .....</b>                                         | <b>19</b> |
|                       | 19.1 Eligibility for Participation in the Tuition Reimbursement Program. ....      | 19        |
| <b>ARTICLE XX.</b>    | <b>PREMIUM PAY .....</b>                                                           | <b>20</b> |
|                       | 20.1 Pesticide Applicators License. ....                                           | 20        |
|                       | 20.2 Agricultural Pest Control License. ....                                       | 20        |
|                       | 20.3 Wastewater Treatment Plant Operators Grade License. ....                      | 20        |
|                       | 20.4 International Certified Building Official Certificate. ....                   | 20        |
|                       | 20.5 ASE Refrigerant Recovery and Recycling Review Certificate. ....               | 21        |
|                       | 20.6 Educational Degrees. ....                                                     | 21        |
|                       | 20.7 Bilingual Pay. ....                                                           | 21        |
| <b>ARTICLE XXI.</b>   | <b>RETIREMENT .....</b>                                                            | <b>22</b> |
|                       | 21.1 CalPERS Retirement Plan. ....                                                 | 22        |
|                       | 21.2 Employee and Employer Contribution Rates. ....                                | 22        |
|                       | 21.3 457(b) Deferred Compensation and Roth IRA Plans. ....                         | 22        |

|                                                                                                 |           |
|-------------------------------------------------------------------------------------------------|-----------|
| <b>ARTICLE XXII. LAUNDRY SERVICE, SAFETY SHOE, UNIFORM AND SAFETY EQUIPMENT ALLOWANCE .....</b> | <b>22</b> |
| 22.1 Uniform Laundry Service.....                                                               | 22        |
| 22.2 Safety Shoes.....                                                                          | 23        |
| 22.3 Community Services Officer and Police Property Specialist Uniform Allowance.....           | 23        |
| 22.4 Community Services Officer and Police Property Specialist Safety Equipment.....            | 23        |
| 22.5 Withholding Payment of Clothing Allowance.....                                             | 24        |
| <b>ARTICLE XXIII. CERTIFICATION FEES .....</b>                                                  | <b>24</b> |
| 23.1 Payment for Certificate Issuance and Renewals.....                                         | 24        |
| 23.2 Payment of Department of Transportation License Fees.....                                  | 24        |
| <b>ARTICLE XXIV. PLACEHOLDER FOR FUTURE USE.....</b>                                            | <b>25</b> |
| <b>ARTICLE XXV. BEREAVEMENT LEAVE .....</b>                                                     | <b>25</b> |
| 25.1 Paid Bereavement Leave.....                                                                | 25        |
| 25.2 Definition of Immediate Family.....                                                        | 25        |
| <b>ARTICLE XXVI. GRIEVANCE PROCEDURE .....</b>                                                  | <b>25</b> |
| 26.1 Grievance Defined.....                                                                     | 25        |
| 26.2 Reflection for Use of Procedure.....                                                       | 25        |
| 26.3 Grievance Procedure Defined.....                                                           | 26        |
| 26.4 Grievance Process.....                                                                     | 26        |
| 26.5 Grievance Procedure.....                                                                   | 27        |
| <b>ARTICLE XXVII. PROBATIONARY PERIOD.....</b>                                                  | <b>28</b> |
| 27.1 Objective of the Probationary Period.....                                                  | 28        |
| 27.2 Probationary Period.....                                                                   | 29        |
| 27.3 Promotional Probationary Period.....                                                       | 29        |
| <b>ARTICLE XXVIII. UNION MEMBERSHIP, DUES DEDUCTION, AND NEW EMPLOYEE ORIENTATION.....</b>      | <b>29</b> |
| 28.1 Union Membership.....                                                                      | 29        |
| 28.2 Annual AFSCME/Local One Financial Reports Required.....                                    | 30        |
| 28.3 Indemnification.....                                                                       | 30        |
| 28.4 AB119 - New Employee Orientation (NEO).....                                                | 30        |
| 28.5 Notice Requirements.....                                                                   | 31        |
| 28.6 Reporting Requirements.....                                                                | 31        |
| <b>ARTICLE XXIX. MANAGEMENT RIGHTS.....</b>                                                     | <b>32</b> |
| <b>ARTICLE XXX. DURATION .....</b>                                                              | <b>33</b> |
| 30.1 Term.....                                                                                  | 33        |
| 30.2 MOU “Meet and Confer” Obligations.....                                                     | 33        |
| 30.3 Notice of Termination.....                                                                 | 33        |
| 30.4 Effective Date.....                                                                        | 34        |
| 30.5 Continuation of MOU in Light of Federal/State Law Changes.....                             | 34        |
| <b>SIGNATURES .....</b>                                                                         | <b>35</b> |
| ATTACHMENT A - SALARY SCHEDULE .....                                                            | 36        |
| ATTACHMENT B - RESOLUTION.....                                                                  | 37        |
| ATTACHMENT C - CSO COURT APPEARANCE OVERTIME.....                                               | 38        |
| ATTACHMENT D – SIDE LETTER “RETIREE MEDICAL COMMITTEE” .....                                    | 39        |
| ATTACHMENT E – “ME TOO CLAUSE” .....                                                            | 41        |

The City of Pinole and representatives of Public Employees Union Local One acknowledge and affirm that they have met and conferred in good faith, exchanged proposals and counter proposals and in all respects fulfilled their obligations under law to meet and confer in good faith.

This Memorandum of Understanding is the product of the above-described meet and confer process. Representatives of the City agree to present this Memorandum of Understanding to the City Council for determination and representatives of the Public Employees Union Local One agree to present this Memorandum of Understanding to their membership for acceptance and approval.

## **PREAMBLE**

**WHEREAS**, the City of Pinole on July 6, 1971, entered into a Memorandum of Understanding, with the United Employees, Local 796; and

**WHEREAS**, said Memorandum of Understanding, contained provisions for its continuance on a year-to-year basis conditioned on either party giving notification of termination or modification; and

**WHEREAS**, the employees formerly represented under this agreement by United Employees, Local 790 have formally decertified said representative and have certified Public Employees Union Local One as their representative in labor negotiations as of July 1, 1995, and

**WHEREAS**, the Union has indicated to the City, and the City has indicated to the Union, its desire to make certain modifications to this Memorandum of Understanding

**THEREFORE**, the following agreement represents a Memorandum of Understanding between the City of Pinole and AFSCME/Public Employees Union Local One for the term of July 1, 2025, through June 30, 2026, with the same terms and conditions of the previous Memorandum of Understanding and subsequent amendments between the City and the Union.

## **ARTICLE I. DEFINITIONS**

"City" referred to herein shall be the City of Pinole.

"Union" referred to herein shall be the AFSCME Council 57/Public Employees Union Local One.

"Employee" referred to herein shall be all regular full-time and regular part-time employees of the City of Pinole as illustrated in Article 2 of this Memorandum of Understanding. A regular full-time employee is any employee regularly scheduled to work

forty (40) hours per work week. A regular part-time employee is any employee regularly scheduled to work less than forty (40) hours per work week.

"Agreement" referred to herein shall be this Memorandum of Understanding between the City and the Union.

## **ARTICLE II. RECOGNITION**

### **2.1 Unit Composition.**

The City hereby recognizes the Union as the majority representative of the following job classifications:

- Accounting Technician
- Administrative Assistant
- Cable Access Technician
- Community Services Officer
- Cook
- Food Services Specialist
- Information Technology Technician
- Laboratory Technician I
- Laboratory Technician II
- Permit Technician I
- Permit Technician II
- Permit Technician III
- Police Property Specialist
- Police Records Specialist
- Public Works Maintenance Worker Assistant
- Public Works Maintenance Worker
- Public Works Senior Maintenance Worker
- Wastewater Treatment Plant Senior Operator
- Wastewater Treatment Plant Operator
- Wastewater Treatment Plant Senior Maintenance Mechanic
- Wastewater Treatment Plant Maintenance Mechanic
- Wastewater Treatment Plant Operator in Training

The City agrees to recognize the Union as the exclusive representative of future positions appropriate to the unit and agrees to meet and confer with the Union in all matters relating, to wages, hours and working conditions of employees in such classifications. The City further reserves the right to exclude from membership those management and confidential employees so designated. The City also agrees to provide appropriate information, furnished by the Union and approved by the City Manager, to all new employees of the Union's recognition.



## **ARTICLE III. DUES DEDUCTION**

### **3.1 Payroll Deduction of Union Dues.**

The City shall deduct, once a month, the amount of union dues, as specified by the Union under the authority of an authorization card furnished by the Union and signed by the employee. Said deductions shall be forwarded promptly to the Union office. No authorization shall be allowed for payment of initiation fees, assessments or fines. The payroll deductions shall be spelled out in Article 28.

### **3.2 Notification of Union Dues Increase.**

In the event the Union members vote to increase union dues, the Union shall notify the City at least thirty days prior to the effective date of the dues increase. The employee earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate union dues. When a member in good standing of the Union is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

### **3.3 Hold Harmless and Indemnification Clause.**

The Union will indemnify, defend, and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deductions of union dues. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

## **ARTICLE IV. MAINTENANCE OF MEMBERSHIP**

### **4.1 Revocation of Union Membership.**

The City agrees to revocation of Union membership provision as follows:

It is understood that an employee may not revoke his or her authorization for regular monthly Union membership dues deduction except:

- a. During a period no less than 60, nor more than 90 days, preceding the expiration date of this agreement;
- b. In the event of the employee's separation from regular City service, or in the event the employee is appointed to a permanent position in a classification not covered by this agreement, revocation may take place at the time of such status change; or

- c. In the event of a leave of absence without pay or a disability, dues deduction shall be suspended until such time as the employee returns to his covered classification.

## **ARTICLE V. UNION REPRESENTATIVES**

### **5.1 Union Representatives/Stewards Defined.**

The Union may designate at least one employee in each division within a department as its steward for the purpose of assisting other union members in the resolution of disputes concerning wages, hours and working conditions.

### **5.2 Time Off for “Meet and Confer”.**

The City shall afford said stewards reasonable time off during working hours without loss of compensation or other benefits when engaged in the activities articulated under Government Code Section 3505.3; provided however, that said time is scheduled so as not to interfere unduly with the workload and job requirements, as determined by the Department Manager or Supervisor; provided further that such time afforded under this provision shall be devoted only to matters within the scope of representation.

### **5.3 “Meet and Confer” Committee.**

The Union may also designate a committee including a representative from each area or department to meet and confer with the City's representatives regarding matters within the scope of representation. A maximum of four members including the President of the Union shall be afforded reasonable time off during working hours without loss of compensation or other benefits while formally meeting and conferring, within the scope of representation. The Union will make a good faith effort to minimize the impact on the operations of any one Department.

### **5.4 Notice to Supervisors.**

Union stewards engaged in such activities shall first obtain approval from their Supervisor before leaving their assigned work areas on such business.

### **5.5 Release Time for Quarterly Meetings.**

All members of the Union shall be allowed a one-half hour release time each quarter for Union meetings.

## **5.6 Leave for Union Activities.**

From time to time up to two (2) employees per calendar year may request leave to participate in union activities, e.g., attendance at union conferences, conventions, trainings, or retreats.

Such requests for union leave shall follow the procedure for requesting union release time. Union leave is not compensable time unless the employee requests to use their own accrued leaves, i.e., accrued vacation leave, accrued floating holiday leave, or accrued CTO leave.

Requests for union leave shall be provided to the City not less than 30 days prior to the time being requested off and are subject to approval.

## **ARTICLE VI. SALARIES**

### **6.1 Cost of Living and Market Adjustments.**

Effective first full pay period following July 1, 2025, classifications represented by the Union shall receive a three percent (3%) general wage increase.

### **6.2 Pay Plan.**

Attachment A reflects the salary steps for each represented position.

### **6.3 Longevity.**

Employees with fifteen (15) full continuous years of City service shall be given an additional 2% pay computed on their normal straight time rate of pay.

### **6.4 Pro-rata Benefits.**

For part-time regular employee(s), covered under this MOU, working at least 20 hours per week and less than 40 hours per week, compensation and benefits received other than the base hourly wage rate, shall be pro-rated based on the percentage of hours regularly scheduled to work in relation to full-time or as defined by federal, state, or local law, whichever is greater.

## **ARTICLE VII. HOURS OF WORK AND OVERTIME**

### **7.1 Work Week Defined.**

The employee's regular workday shall consist of eight hours and the workweek typically consists of a seven consecutive day period, Monday through Sunday. Other schedules

may be assigned consistent with Section 7.8 of this Agreement. The City reserves the right to assign new employees to other works weeks and will provide two consecutive days off. Where new work weeks are planned by the City, they shall be subject to discussion with and review by the Union. Any change in special workweeks, not otherwise provided for under this agreement, now in effect, shall be reviewed by the City and the Union.

The City shall inform employees thirty (30) calendar days in advance of any permanent working hour change (s), which are to be made. It is understood that in cases of natural disasters or emergencies that this would not be necessary on a temporary basis. Emergency is defined as an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action. An unpredictable occurrence is unplanned and unanticipated. An unavoidable occurrence permits one to have advance knowledge of the likelihood of the event.

## **7.2 Overtime Work Schedule.**

The City has the right to schedule overtime work as required in the manner most advantageous to the City and consistent with the requirement of municipal employment and the public interest. Overtime work assignments shall first be offered on a voluntary basis to employees, after which assignments shall be made by the Department Manager.

## **7.3 Overtime and Seniority.**

Overtime preference, insofar as practical shall be given to the regular, full-time employees and on a seniority basis in the classification or position involved. Overtime work shall also be distributed equally among qualified employees insofar as possible.

## **7.4 Regular Work Week-Amount of Overtime Earned.**

For employees who work a regular schedule, overtime compensation shall be earned for hours worked in excess of (40) hours during a seven-day work period. The standard City work period is a calendar week which begins at 12:00 am on Monday and ends at 11:59 pm on Sunday. Current City practice/policy is to include hours in paid leave status for holidays as outlined in Section 11.2 (excluding floating holiday) toward employees' overtime thresholds.

Effective the first full pay period after adoption, hours in paid leave status for holidays as outlined in Section 11.2 (excluding floating holidays) and sick leave used will count toward time worked for purposes of determining eligibility for the overtime rate.

## **7.5 Alternative Work Week-Amount of Overtime Earned.**

The City of Pinole provides its employees the opportunity of alternative work schedules whereby some alternative work schedules include working more than 8 hours a day and less than five days a week. The shift duration hours, work week, and work period for

payroll purposes will be redefined on a case-by-case basis depending on the alternative work schedule that has been approved and related FLSA rules. In these instances, at no time is the workweek defined as being more than forty (40) hours in a week. Therefore, employees on an alternative work schedule will earn overtime only when he/she works more hours in a day than their regular work schedule as approved by the City Manager.

## **7.6 Rate of Overtime/Compensatory Time.**

Compensation for overtime hours worked shall be paid at one and one-half times (1.5x) the employee's base hourly rate in accordance with the Fair Labor Standards Act (FLSA). Compensatory time off at the rate of one and one-half times (1.5x) the number of overtime hours worked may be accrued at the employee's request in lieu of time and one-half pay. Compensatory time off may be used at times convenient to the employee and the department provided that a reasonable advance notice of intent to use such time off is provided by the employee.

At no time shall accrued compensatory time off balance exceed eighty (80) hours with payback to be at the accrued rate. Compensatory time off is paid at the employee's FLSA overtime rate.

## **7.7 Call Back.**

Employees called back to work shall be compensated for at least three (3) hours of pay at the rate of time and one-half the employee's base hourly rate plus mileage reimbursement at the established IRS mileage rate for all hours outside their regular work schedule. At the discretion of their Supervisor an employee called back to work shall be required to work the full three (3) hours.

A request for an employee to continue work beyond the employee's regular work schedule does not constitute "call back."

If in the event the three (3) hour call back period overlaps with the employee's regular work schedule, the employee shall be entitled to the time and one-half rate for the hours worked prior to the beginning of their regular work schedule. In addition, if the call back period overlaps the employee's regular work schedule, the employee shall receive their regular rate of pay plus an additional .5 hours for each hour of overlap.

For example: Employee's regular work schedule is from 7:00 a.m. – 4:30 p.m. (8 hours). Employee is called back to work at 6:00 a.m. Employee is entitled to time and one-half pay rate from 6:00 a.m. to 7:00 a.m., and from 7:00 a.m. to 9:00 a.m. the employee receives two (2) hours of regular pay plus call back of .5 hours for each hour of overlap (overlapping period). The .5 hours reflects the difference between the employee's regular rate of pay and the callback rate of pay.

## **7.8 Alternative Work Schedules/Flex Time.**

Based on mutual agreement of the City and the employee given City needs and staffing requirements, employees are eligible for, and may request, alternative work hours or flexible hours. These schedules must be approved by the City Manager prior to any implementation and must meet all Fair Labor Standards Act requirements.

### **Alternative Work Schedule:**

A regular schedule that is other than the standard 5/8 schedule (eight hours per day, five days per week). Examples include a 4/10 schedule (ten hours per day, four days per week) or a 9/8/1 schedule (eight, nine hour days and one eight-hour day with one day off in a biweekly pay period). Such alternatives are offered to allow workable schedules for employer and employee and must not create overtime as required under any of the Articles of this agreement or as required by law.

### **Flex-Time Work Schedule:**

A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule in accordance with a written agreement between the employee and the City.

## **7.9 Court Appearance on Off-Duty Hours by Community Services Officers.**

Any Community Services Officer appearing as a witness during off-duty hours and arising out of his/her employment by the City shall receive compensation. If the time is considered overtime then the employee shall be compensated at the overtime rate; otherwise, it shall be compensated at the base hourly rate. Any Community Services Officer so appearing shall be paid at a rate for actual time required, with a minimum of three (3) hours of compensation.

## **7.10 Meal Allotment.**

During the term of the MOU agreement, the City shall reimburse each employee in the Local One Unit who is required to work more than four (4) hours prior to the beginning of their regular work shift or more than four (4) hours after completing their regular work shift a total of twenty dollars (\$20) for the cost of a meal.

If an employee is required to work a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day during any regular scheduled workweek, the City shall also reimburse said employee a total of twenty dollars (\$20) for the cost of a meal. This meal allotment shall be paid to the employee at the next regular payroll after the meal is incurred.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### **7.11 Rest Periods.**

Employees working a scheduled shift of six (6) hours or more shall be provided with one (1) paid fifteen (15) minute rest period during each one-half (1/2) of the work day. Rest periods shall be scheduled so as not to interfere with efficient operations of the City. Rest periods shall not be taken at the beginning or end of the work day, not contiguous with the employee's lunch break. Rest periods shall not be "banked" – if an employee does not take an available rest period, it shall not be carried over to the second half of the work shift or any subsequent day.

## **ARTICLE VIII. STANDBY PAY**

### **8.1 Employees Assigned.**

Designated employees assigned to Standby are required to remain continuously available via the City assigned cellular telephone for the time period assigned to respond to calls for service.

### **8.2 Method of Assignment.**

Assignment for standby shall be made on an equalized rotating basis based on seniority.

### **8.3 Cell Phone Assignments.**

City-provided cell phones will be carried for a two-week period in conjunction with pay periods. There will be a primary person and a secondary person assigned to standby status for each two-week period. There will be a seventy- (70) mile radius limit from the City of Pinole for persons carrying the cell phone.

### **8.4 Standby Protocol.**

The Police Department will call the primary number twice in a 15-minute period. If there is no answer to these calls, the Police Department will call the secondary number. If whoever responds to a call requires assistance, they will call the other person on call. If there is no response within 15 minutes, the person who responded will call the home telephone number of the other on-call employee.

If unable to locate this person, the responding employee shall call other employees for assistance. The person not on call who responds will be remunerated at the standby pay at the holiday rate for that day. Persons on standby not responding to a call will not be paid for standby for that day (except if they had responded to another call and are unavailable).

## **8.5 Standby Schedule Assignments.**

Schedule changes will have to have prior approval from the Public Works Director/City Engineer through the Public Works Manager or Wastewater Treatment Plant Manager.

Persons who are sick or unable to work call outs will notify their immediate supervisor in order that the cell phone may be reassigned. The replacement of person on sick leave, worker's compensation leave or on other approved leave will be on a voluntary basis.

If there are no volunteers, the next person on the schedule will be the person to carry the cell phone. He or she will be paid at the standby rate for holidays while covering an unscheduled standby shift.

## **8.6 Standby Exceptions.**

Standby assignments for the Wastewater Treatment Plant personnel and the Wastewater Mechanic shall be identical of the above except that these personnel will carry the cell phone through Monday because of days off. There will be only one employee assigned to standby per two-week period.

## **8.7 Rest Periods While on Standby.**

An employee on standby who is called out between 1:00 a.m. and 4:00 am and who performs a minimum of two (2) hours of work shall have a rest period of six (6) hours preceding the employee's next regularly scheduled work shift. An employee who qualifies for this rest period shall be paid for all rest hours that overlap into their next regularly scheduled work shift.

For purposes of determining the time frame of the rest period, an employee will be required to "clock out" upon their departure from their workplace. The employee shall use the City provided time method for this purpose located in their assigned workplace. It is understood that the six-hour rest period shall commence at the time the employee "clocks out" from work.

In the event of an emergency or a work related situation or problem wherein said employee is required to work, as determined by the supervisor, said employee shall report to work as normally scheduled at the overtime pay rate for the designated rest period.

## **8.8 Amount of Standby Pay.**

During the term of this MOU agreement, the City agrees to pay the standby designee as follows:

- Weekday                \$40 per day
- Weekend              \$50 per day
- Holiday                \$60 per day



For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### **8.9 Mileage Reimbursement While on Standby.**

Mileage reimbursement from portal to portal travel shall be paid to employees driving their personal vehicle when called back pursuant to the IRS mileage reimbursement rate in effect for all city travel.

## **ARTICLE IX. ACTING IN HIGHER CLASSIFICATION**

### **9.1 Pay Defined and Rate of Pay.**

In the event an employee is assigned and performs duties in a higher classification, following the fifth consecutive workday in that classification, he/she shall be placed at the lowest step of the higher classification that provides at least five percent (5%) above the employee's regular base rate of pay, so long as the range for the higher classification is not exceeded.

Notwithstanding any other provision of this agreement, the higher-level pay granted under this Section shall not inflate nor otherwise have any impact on any other special pays, allowances, or differentials granted by other portions of this Agreement.

## **ARTICLE X. SICK LEAVE**

### **10.1 Rate of Sick Leave Earned.**

For full-time employees working 40 or more hours a week, sick leave shall be earned and accrued at the rate of eight (8) hours for each continuous full calendar month of service and shall, or 3.69 hours per pay period in pay status. The employee must be in paid leave status for the full pay period to earn accrued sick leave and accrual shall continue from the actual, initial date of most recent employment. Sick leave shall not be available to new employees prior to completion of three continuous months of employment.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### **10.2 Sick Leave Incentive.**

Employee sick leave use shall be reviewed by the City at the end of each calendar year to determine if any employee qualifies for the sick leave incentive. Employees who do not use any sick leave for six consecutive months, July 1<sup>st</sup> through December 31<sup>st</sup>, and January 1<sup>st</sup> through June 30<sup>th</sup>, within the calendar year shall receive an additional four (4) hours of accrued vacation time. Employees who do not use any sick leave for the entire calendar year (12 months) will receive an additional eight (8) hours of vacation time. No employee may accrue more than eight (8) hours of vacation in any calendar year.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### **10.3 Use of Sick Leave for Family Care.**

Employees may use sick leave for illness or disability in his/her immediate family. The maximum amount of sick leave that may be used for this purpose in any one calendar year shall be ten (10) working days. The hours used under this section will be counted towards the maximum hours allowed if FMLA is requested within the same calendar year.

### **10.4 Use of Sick Leave.**

Employees may use sick leave in the event of a scheduled medical or dental appointment for the eligible employee, the employee's spouse or domestic partner, or the employee's dependent children that requires the employee's absence from work. The hours used under this section will be counted towards the maximum hours allowed if FMLA is requested within the same calendar year. Sick leave shall not be available to new employees prior to completion of three continuous months of employment.

### **10.5 Other Use of Sick Leave.**

All other conditions regulating sick leave accruals and usage contained within the duly adopted City Personnel Rules and the City Family Leave Policy shall apply to all employees.

## **ARTICLE XI. HOLIDAYS**

### **11.1 Authorized Legal Holidays.**

In addition to the official holidays listed below, employees shall receive any day proclaimed by the President or Governor as a public fast, thanksgiving or holiday, and shall be considered a holiday for pay purposes. The granting of any paid time-off due to an Executive Order closing federal offices that is signed by the President of the United States, shall be at the discretion of the City.

Effective the first pay period of the fiscal year, employees shall receive twelve (12) hours of floating holiday that may be taken on any day throughout a fiscal year (July 1 to June 30) with prior approval from an employee's supervisor. The twelve (12) hours of floating holiday shall not be carried forward to the next fiscal year or cashed out.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

## 11.2 List of Official Holidays.

Employees shall receive thirteen (13) annual paid holidays as follows:

- |                                       |                                      |
|---------------------------------------|--------------------------------------|
| • <i>January 1</i>                    | <i>New Year's Day</i>                |
| • <i>Third Monday in January</i>      | <i>Martin Luther King's Birthday</i> |
| • <i>Third Monday in February</i>     | <i>Washington's Birthday</i>         |
| • <i>Last Friday in March</i>         | <i>Cesar Chavez Day</i>              |
| • <i>Last Monday in May</i>           | <i>Memorial Day</i>                  |
| • <i>June 19</i>                      | <i>Juneteenth</i>                    |
| • <i>July 4</i>                       | <i>Independence Day</i>              |
| • <i>First Monday in September</i>    | <i>Labor Day</i>                     |
| • <i>November 11</i>                  | <i>Veteran's Day</i>                 |
| • <i>Fourth Thursday in November*</i> | <i>Thanksgiving</i>                  |
| • <i>Fourth Friday in November**</i>  | <i>Day after Thanksgiving</i>        |
| • <i>December 24</i>                  | <i>Christmas Eve Day</i>             |
| • <i>December 25</i>                  | <i>Christmas</i>                     |

\* 11/27/2025

\*\* 11/28/2025

All Holidays are eight (8) hours regardless of the employee's assigned shift. For employees working an alternative or flex work schedule, when the holiday falls on a workday in which they are scheduled to work more than 8 hours, the employee must use their accrued vacation or compensatory time off to make up the difference between the 8 hours and their scheduled hours.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

## 11.3 Holidays Falling on Saturday or Sunday.

In the event that any of the aforementioned days falls on a Saturday, the preceding Friday shall be considered a holiday for pay purposes. In the event that any of the aforementioned days fall on a Sunday, the following Monday shall be considered a holiday for pay purposes.

## 11.4 Holidays Falling on a Regularly Scheduled Day Off.

If a holiday falls on an employee's regularly scheduled day off the employee shall exercise one of the following options:

- The employee shall receive 8 hours of straight time holiday pay – providing a total of 88 hours of straight time pay for the pay period; OR
- The employee shall take an alternate day off within two (2) pay periods (either in the same pay period as the holiday falls, or the following pay period). The

employee and his/her immediate supervisor shall determine the alternate day to be taken.

### **11.5 Compensation for Hours Worked on a Holiday.**

An employee assigned by his/her Department Head to work on a holiday listed above shall receive 8 hours of straight time holiday pay plus compensation at the overtime rate for hours actually worked on the holiday.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

## **ARTICLE XII. VACATION**

### **12.1 Vacation Schedule and Seniority.**

Upon supervisorial approval, employees shall be given their preference of vacation time, and in the case of conflict between employees, classification seniority shall prevail. To minimize any conflicts, employees shall submit request for vacation use for the preceding six (6) months on or before January 10 and July 10 of each year. Seniority referred to herein shall be defined as the date of hire by classification.

### **12.2 Vacation Sell Back.**

An employee with a minimum of three (3) years of service has the option to sell back up to eighty (80) hours of vacation per calendar year, provided said employee has a minimum of 160 hours of vacation accumulated.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### **12.3 Rate of Vacation Earned.**

Employees shall accrue vacation at the following rates, to the following maximums, for continuous service performed:

| <u>Years of Completed Service</u> | <u>Hrs. Accrued Per Year/Pay Period</u> | <u>Maximum Accrual (Hrs)</u> |
|-----------------------------------|-----------------------------------------|------------------------------|
| 0 through 4                       | 96/3.69                                 | 192                          |
| 5 through 9                       | 144/5/53                                | 288                          |
| 10 through 15                     | 160/6.15                                | 320                          |
| 16+                               | 192/7.38                                | 384                          |

Once an employee reaches their maximum vacation accrual hours, they will no longer accrue vacation leave until they reduce their balance below the cap. Vacation will be accrued based on the years of services, by 26 pay periods to the second digit. An employee must be in a paid status for the full pay period in order to accrue vacation leave.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

## **ARTICLE XIII. MEDICAL INSURANCE**

### **13.1 Medical Insurance Provided.**

For full-time regular employees, the City agrees to contribute toward the employee's health premium as follows:

Effective January 1, 2025 the City's contribution toward the employee's health premium will reflect the 2024 Kaiser rate at each level of coverage.

Effective January 1, 2026 the City's contribution toward the employee's health premium will reflect the 2025 CalPERS Public Agency Kaiser rate at each level of coverage.

The City pays the medical premiums for the preceding month in the prior month. Employees share of medical premium are also deducted concurrently with the one month in advance. Any increase in the premium the City agrees to pay towards employees medical will be applied concurrently with the employee deduction.

Represented employees are free to choose any health care plan offered under the CalPERS Health Care Program.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### **13.2 Retiree Medical Insurance.**

During the term of this MOU the City will contribute toward retiree health premiums as follows:

Existing City retirees and current City employees hired before September 1, 2010, receive a City contribution toward their retiree health premium equal to that provided to current active employees.

Current City employees hired before September 1, 2010, shall be offered the option to opt into the CalPERS Vesting Program upon retirement. If the employee opts-in to the CalPERS Vesting Schedule Program (GC 22893), the decision is irrevocable (permanent) as CalPERS does not allow the employee to opt out later.

Current City employees hired on or after September 1, 2010, will receive a City contribution toward their retiree health premium in an amount as described by the CalPERS Vesting Program (GC 22893), and summarized in the table below.

The CalPERS Vesting Program is regulated by Government Code 22893 and applies to City employees hired on or after September 1, 2010, and retired City

employees hired before September 1, 2010, who voluntarily opt in upon retirement.

Every year CalPERS calculates the State contribution rates towards retiree health premiums, referred to as State Annuitant Contribution Rates. If the rate or vested amount does not cover the entire cost of the health premium, the retired employee is responsible for the difference.

A City retiree is eligible to receive a contribution towards the retiree medical premium if:

1. The City retiree has a minimum of ten (10) years of CalPERS earned service credit to receive 50% of the employer contribution.
  - a. Credited service is compensated CalPERS service time earned (G.C. 20069).
  - b. Purchased "Additional Retirement Service Credit (ARSC)" does not qualify as it is not earned service.
2. Five (5) of those ten (10) years of CalPERS earned service credit must be performed at the City of Pinole.
  - a. Each additional CalPERS earned service credit year after the completion of ten years increases the City's contribution percentage by 5% until the completion of 20 years, at which time the retiring employee is eligible for 100% of the State Annuitant Contribution Rate (100/90 formula).

| CalPERS Credited Years of Earned Service | Percentage of City Contribution Based On The State's Rate |
|------------------------------------------|-----------------------------------------------------------|
| 10                                       | 50                                                        |
| 11                                       | 55                                                        |
| 12                                       | 60                                                        |
| 13                                       | 65                                                        |
| 14                                       | 70                                                        |
| 15                                       | 75                                                        |
| 16                                       | 80                                                        |
| 17                                       | 85                                                        |
| 18                                       | 90                                                        |
| 19                                       | 95                                                        |
| 20 or more                               | 100                                                       |

### **13.3 Medical In-Lieu Payments.**

Eligible full-time employees shall be allowed to receive payment in lieu of medical insurance as follows:

- One-party coverage = \$225 per month or \$103.85 per pay period
- Two-party coverage = \$450 per month or \$207.69 per pay period
- Family coverage = \$600 per month or \$276.92 per pay period

An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be received, and annually thereafter. Employees will be subject to provisions of the City's health plans in the event termination of the medical in-lieu benefit and resumption of medical coverage is desired.

Employees electing the medical in-lieu option shall be entitled to an adjustment in the amount received for this option should their coverage election change. It is the duty of the employee to notify Human Resources of any such changes.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

## **ARTICLE XIV. DENTAL INSURANCE**

### **14.1 Dental Insurance Provided.**

During the term of this MOU agreement, the City agrees to pay the premium for employees as defined in Section 1.3 plus Family coverage if desired. Selection of the carrier shall be at the discretion of the City. The City provided dental insurance plan provides for a maximum annual dental payout of \$1,500 for each employee and for each employee's eligible dependents.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### **14.2 Orthodontic Insurance Provided.**

During the term of this MOU agreement, employees as defined in Section 1.3, the City agrees to pay the premium for the employee and up to Family coverage if desired. Selection of the carrier is at the discretion of the City. The City provided orthodontic insurance plan provides for a maximum lifetime orthodontic payout of \$1,500 for each employee and for each employee's eligible dependents.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

## **ARTICLE XV. VISION INSURANCE**

### **15.1 Vision Insurance Provided.**

During the term of this MOU agreement, the City agrees to pay the premium for employees as defined in Section 1.3 and up to full family vision care coverage. The City provided plan shall provide for a \$20 co-payment for examination and a \$20 co-payment for materials. Selection of the carrier shall be at the discretion of the City.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

## **ARTICLE XVI. LIFE INSURANCE**

### **16.1 Life Insurance Provided.**

During the term of this MOU agreement, the City agrees to provide term life insurance in the amount of one times (1x) the employee's annual base wage salary for employees as defined in Section 1.3 in the Local One unit. Selection of the carrier shall be at the discretion of the City.

### **16.2 Life Insurance Premium Rates.**

During the term of this MOU agreement, the City shall pay the premium for life insurance coverage of one times (1x) the employee's annual base wage salary for employees as defined in Section 1.3, per year per employee in the Local One unit.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

## **ARTICLE XVII. DISABILITY INSURANCE**

### **17.1 Disability Insurance Provided.**

The City participates in CASDI for short term disabilities and shall provide a Long Term Disability (LTD) Benefit as described in 17.2. The costs of this program are the responsibility of the employee and are paid through payroll deductions.

### **17.2 Long Term Disability Insurance.**

During the term of the MOU agreement, the City shall provide employees as defined in Section 1.3, at its own expense, long term disability insurance of two-thirds of salary up to six thousand dollars ((\$6,000) per month (four thousand dollars (\$4,000)) maximum benefit) with a consecutive 90-day waiting period.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.



### **17.3 Disability Insurance Option for Upgrade.**

Employees have the option to upgrade the Long-Term Disability plan to provide two-thirds of salary up to \$5,000 per month at employee expense; provided that all Local One unit members opt for this upgraded coverage with said expense taken as a payroll deduction.

## **ARTICLE XVIII. FLEXIBLE BENEFITS PLAN, DOMESTIC PARTNERSHIP AND COVERAGE DEFINED**

### **18.1 Flexible Benefits Plan.**

The City will pay the costs for administering a flexible benefits plan for bargaining unit members. Selection of the benefit provider shall be at the discretion of the City. If the City decides to change the administrator for this benefit it will notify the Union not less than thirty (30) calendar days prior to the anticipated change date and offer to meet and confer with the Union over the impacts of said change.

### **18.2 Domestic Partnership and Coverage Defined.**

A Domestic Partnership is defined pursuant to the California Family Code. The City, in accordance with CalPERS regulations, will allow coverage for eligible domestic partners of employees under the medical, dental and vision health care plans. Prior to any coverage being provided, the employee must provide proof of domestic partnership in the form of a valid Certificate of Domestic Partnership issued by the California Secretary of State.

## **ARTICLE XIX. TUITION REIMBURSEMENT PROGRAM**

### **19.1 Eligibility for Participation in the Tuition Reimbursement Program.**

After completing one (1) year of service with the City, an employee is eligible to participate in the tuition reimbursement program. To be eligible, an employee must satisfactorily complete three or more semester units in accredited qualifying job-related courses as approved by the Department Head and the City Manager.

Upon completion of the course(s) with a passing grade of "C" or better, or "pass" if taken as pass/fail, the employee shall receive reimbursement for tuition, books and related expenses to a maximum annual amount of \$600 per calendar year. To receive reimbursement the employee must complete the Tuition Reimbursement form, submit copies of receipts for expenses, and proof of his/her final grade.

All education or other training courses approved under this program shall be completed on an employee's own time and at his/her own expense.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

## **ARTICLE XX. PREMIUM PAY**

### **20.1 Pesticide Applicators License.**

During the term of the MOU agreement, when not required by the employee's classification, the City will pay those employees who have a current Pesticide Applicator's License and utilize said license in their job responsibilities an additional eighty-five dollars (\$85) per month. The City will assume all costs of maintaining such licenses. The Department Manager with the approval of the City Manager will determine whether an employee is eligible for the additional pay.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### **20.2 Agricultural Pest Control License.**

During the term of this MOU agreement, when not required by the employee's classification, the City will pay those employees who have a current Agricultural Pest Control Adviser's License and utilize said license in their job responsibilities an additional eighty-five dollars (\$85) per month. The City will assume all costs of maintaining such licenses. The Department Manager with the approval of the City Manager will determine whether an employee is eligible for the additional pay.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### **20.3 Wastewater Treatment Plant Operators Grade License.**

During the term of the MOU agreement, when not required by the employee's specification, the City will pay those employees who have a current Wastewater Treatment Plant Operator's Certification Grade III License or above eighty-five dollars (\$85) per month. Employees who possess a higher-grade certificate than what is required in their assigned job classification shall also be eligible for this pay. For example, if an employee is classified by the City as a Wastewater Treatment Plant Operator I and possesses a State Wastewater Treatment Plant Operator II certification, he/she is eligible for this pay.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### **20.4 International Certified Building Official Certificate.**

During the term of this MOU agreement, when not required by the employee's classification, the City will pay those employees who have a current International Certified Building Official Certificate and utilize said certificate in their job responsibilities an additional eighty-five dollars (\$85) per month. The City will assume all costs of

maintaining such licenses. The Department Manager with the approval of the City Manager will determine whether an employee is eligible for the additional pay.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

## **20.5 ASE Refrigerant Recovery and Recycling Review Certificate.**

During the term of this MOU agreement, when not required by the employee's classification, the City will pay those employees who have a current Air Conditioning License and utilize said license in their job responsibilities an additional eighty-five dollars (\$85) per month. The Department Manager with the approval of the City Manager will determine whether an employee is eligible for the additional pay.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

## **20.6 Educational Degrees.**

During the term of this MOU agreement, the City will pay those employees who have earned degrees from accredited college institution additional pay as follows:

- Associates of Art/Science Degree                      \$ 75.00 per month or \$34.61 per pay period
- Bachelor of Arts/Science Degree                      \$150.00 per month or \$69.23 per pay period

An employee is only eligible to receive educational degree premium pay for either an Associates of Arts/Science degree or Bachelor of Arts/Science degree. This amount of pay is based on an employee possessing either an AA/AS or a BA/BS degree and not for both. An employee is not eligible to receive this pay for multiple degrees and/or disciplines.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

This Educational Degree Pay shall only be paid to employees holding a degree beyond that which is required for their classification, as outlined in the job description. Effective July 1, 2010, employees currently receiving Degree Pay, who hold a position which requires the degree, shall continue to receive the pay until such time as they separate from employment or otherwise move from that position.

## **20.7 Bilingual Pay.**

During the term of this MOU agreement, any employee who in the regular course of their employment and after successfully passing a City administered oral and written test, uses their bilingual proficiency on a regular basis for the benefit of the City shall receive bilingual pay of an additional 5% of their monthly base salary. This premium pay will be effective the first day of the pay period following successful completion of the testing process. The City retains the discretion to determine which classifications/positions and

which languages, are eligible. This benefit shall not compound, nor be compounded by, any other additional compensation.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

## **ARTICLE XXI. RETIREMENT**

### **21.1 CalPERS Retirement Plan.**

The City shall provide retirement benefits through a contract with the Public Employees Retirement System (CalPERS). The City's retirement plan is the 2.5% at 55 Plan for "classic" employees as defined by PEPRA and CalPERS. Employees hired on or after January 1, 2013 that are "New Members" as defined by PEPRA and CalPERS are under the 2% at 62 Plan.

### **21.2 Employee and Employer Contribution Rates.**

Employees under the 2.5% @ 55 plan shall pay the full eight percent (8%) of the required CalPERS Employee Contribution Rate. In accordance with PEPRA, employees hired on or after January 1, 2013 that are "New Members" as defined by PEPRA and CalPERS will be responsible to pay their contribution to CalPERS equal to 50% of the total normal cost for their defined Plan as determined by CalPERS.

The retirement contribution sharing formula for the CalPERS Employer Contribution Rate under the 2.5% at 55 Plan shall be as follows:

- A. Effective the full pay period that contains July 1, 2022, the employee's total CalPERS contribution (combined Employee contribution and the Employee's share of the City's contribution) for employees shall be fifteen percent (15%).

### **21.3 457(b) Deferred Compensation and Roth IRA Plans.**

The City will establish a 457(b) Deferred Compensation Plan and a Roth IRA Plan for bargaining unit members who may elect to contribute to either or both of these plans to the extent allowed by law.

## **ARTICLE XXII. LAUNDRY SERVICE, SAFETY SHOE, UNIFORM AND SAFETY EQUIPMENT ALLOWANCE**

### **22.1 Uniform Laundry Service.**

The City shall provide a weekly laundry service to all represented maintenance and related classes for which the City requires standard attire. The City maintains the ability to modify laundry service levels based on need requirement. In accordance with

CalPERS compensation requirements, the cost of uniform laundry services provided to an employee shall be reported as compensation to the employee.

## **22.2 Safety Shoes.**

The allowance provided by the City for the purchase of safety shoes, except for the Police Property Specialist, for maintenance and related job classifications for which the City requires safety shoes is two hundred twenty-five dollars (\$225) per year paid the first pay period in January annually. The allowance paid to employees becoming eligible throughout the year shall be prorated.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

## **22.3 Community Services Officer and Police Property Specialist Uniform Allowance.**

During the term of this MOU agreement, the City-provided uniform allowance for Community Services Officers and Police Property Specialist shall be \$650.00 per calendar year and paid on a pro-rated basis each pay period within that year. The total allowance paid to employees becoming eligible for the allowance throughout the year shall be prorated for that year.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

## **22.4 Community Services Officer and Police Property Specialist Safety Equipment.**

### **22.4.1 Police Property Specialist.**

Employees in the classification of Police Property Specialist shall be provided safety equipment by the Department, including a flashlight and holder and radio and holder, and other safety equipment as deemed necessary by the Department.

### **22.4.2 Types of Safety Equipment Required-Sworn.**

Community Services Officers (CSO) are required to purchase, maintain and replace the following items of safety equipment: duty belt, handcuffs, handcuff case, mace holder, baton holder, flashlight, baton, belt keepers (4), rain gear. The City will provide all other safety items as deemed necessary.

### **22.4.3 Safety and Repair of Safety Equipment.**

Each CSO shall have available and maintain in proper working order each of the above-listed items according to Department standards. The City will repair or replace City issued equipment other than safety equipment listed in Section 22.4.2, that is not in a usable state due to damage or deterioration.

#### **22.4.4 Amount of Safety Equipment Allowance.**

The City will provide each CSO \$130.00 per fiscal year (\$5.00 per pay period), for the purchase of the safety equipment listed in Section 22.4.2.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

#### **22.5 Withholding Payment of Clothing Allowance.**

Payment of the clothing allowance shall be withheld from employees in the following types of status:

- a. injury leave or sick leave in excess of three consecutive months;
- b. Medical leave of absence without pay; and/or
- c. Any leave, paid or unpaid, following an application for disability retirement.

It is the intent of this Article that the clothing allowance be paid only in those circumstances in which it can reasonably be expected that a represented employee is, or in the near future will be, available for work requiring the use of uniforms, extended vacation leave excepted.

### **ARTICLE XXIII. CERTIFICATION FEES**

#### **23.1 Payment for Certificate Issuance and Renewals.**

Costs involved in the issuance and renewal of certificates required by the City as a condition of employment in a regular status with the City shall be paid directly or reimbursed by the City to the employee.

#### **23.2 Payment of Department of Transportation License Fees.**

Driver's license fees shall not be included as a reimbursable cost; however driver's license fees related to Department of Transportation requirements, that is Class A or B license fees and the related medical examination shall be paid by the City.

An employee shall have the option to utilize any of the City's approved medical providers for the required medical examination (Concentra or Muir Diablo). The employee shall also have the option to use the Provider of their choice, however they shall only be reimbursed up to the City annually negotiated rates with Concentra and Muir Diablo.

## **ARTICLE XXIV.     PLACEHOLDER FOR FUTURE USE**

## **ARTICLE XXV.     BEREAVEMENT LEAVE**

### **25.1   Paid Bereavement Leave.**

Any employee who is absent from work by reason of the death of a member of his/her immediate family may be allowed a paid bereavement leave with full pay not to exceed five (5) workdays per incident. Certification of loss may be required under certain circumstances. However, when it is reasonable and necessary and good cause is shown, and upon approval of the Department Head and City Manager, three (3) additional paid bereavement days may be granted for such leave. All bereavement leave must be taken within one year of said incident. The days which are used as time off do not have to be consecutive. In order to receive compensation while absent on bereavement leave, the employee shall notify his or her immediate Supervisor or the Department Head prior to the time set for beginning his/her next shift.

### **25.2   Definition of Immediate Family.**

For purposes of this section immediate family shall be defined to include spouse or eligible domestic partner certified by the California Secretary of State, child or stepchild, father, mother, step father, step mother, grandfather, grandmother, grandchild, brother, sister, step sister, step brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, niece, or nephew, of the employee.

## **ARTICLE XXVI.    GRIEVANCE PROCEDURE**

### **26.1   Grievance Defined.**

A grievance is any dispute which arises out of the application, enforcement, or interpretation of this Agreement, the City Personnel Rules, other applicable regulations, policies or procedures governing personnel practices or working conditions.

### **26.2   Reflection for Use of Procedure.**

Use of this procedure shall not reflect unfavorably on the employee, the Supervisor(s), the Department Manager(s), or the general management of the City. Retaliatory or discriminatory action against an employee for using this procedure or discrimination in the application of a rule or policy shall be a violation of City policy.

### **26.3 Grievance Procedure Defined.**

This grievance procedure is established to accomplish the following objectives:

- a. To settle the disagreement at the employee-supervisor level, if possible.
- b. To provide an orderly procedure to handle the grievance, through each level of supervision, if necessary.
- c. To resolve the grievance as quickly as possible.
- d. To correct, if possible, the cause of the grievance to prevent future similar complaints.
- e. To reduce the number of grievances by allowing them to be expressed thereby adjusting and eliminating grievances.
- f. To promote harmonious relations among employees, their supervisors, and the departmental staff.
- g. To insure fair and equitable treatment of all employees.

### **26.4 Grievance Process.**

Conduct of Grievance Procedure shall be as follows:

- a. An aggrieved employee may be represented by his/her recognized employee organization, other representative of his/her choosing, including an attorney or may represent him or herself in preparing and presenting his grievance at any level of review.
- b. The employee and his representative(s), if any, may use a reasonable amount of work time, as determined by the appropriate management supervisor, if conferring about and in presenting a grievance.
- c. Any monetary grievances shall be limited to the date the grievance was originally filed in writing or otherwise as provided in Step I of the Grievance Procedure, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.
- d. The time limit specified in this article may be extended by mutual agreement of the aggrieved employee and the reviewer concerned.
- e. Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step.
- f. The grievance may be considered settled if the decision of any step is not appealed within the specified time limit.



## **26.5 Grievance Procedure.**

The Grievance Procedure shall be as follows:

### **Step 1.**

The aggrieved employee will first attempt to resolve the grievance through informal discussion with his immediate supervisor by the end of the tenth calendar day following the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level.

A grievance involving disciplinary action cannot be resolved at a level less than that at which the decision for disciplinary action was made. The aggrieved employee may petition to the individual who initiated the action being grieved; or, may petition the next higher level of supervision for resolution of the grievance.

### **Step 2.**

If the grievance is not resolved through the informal discussions, the employee will reduce the grievance to writing and submit copies to his Department Manager and the Personnel Officer within ten (10) calendar days of the discussion with his or her immediate supervisor.

The Department Manager shall have ten (10) calendar days from the receipt of a written grievance to review the matter and prepare a written response.

### **Step 3.**

If the grievance is not resolved in Step 2, the aggrieved employee may appeal the decision of his Department Manager to the City Manager in writing within ten calendar days of the receipt of the Department Manager's response. If the employee wishes, he or she may request to have the grievance reviewed by an Employee Appeals Board, prior to review by the City Manager, and he or she must so indicate in his or her appeal to the City Manager.

If the aggrieved employee selects to submit the grievance first to the Employee Appeals Board, the Board shall be convened to hear the grievance on its merits with the purpose of attempting to resolve it in a satisfactory manner. This Board shall consist of three (3) members. One member shall be appointed by the affected employee or the Union; one member shall be appointed by the City; and the third member who shall act as chairperson, shall be selected by the other two members.

No member of the Board shall be a person in the normal line of supervision nor from within the same department or division as the affected employee. No member of the Board shall be compensated by the City for serving on the Board except that if a City

employee serves on the Board, he/she shall be released for such service without loss of regular straight time compensation during his/her normal work hours.

The Employee Appeals Board shall then determine the facts of the grievance and submit a report of its findings along with a recommendation for settlement within ten calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee.

Upon receipt of the employee's appeal and/or report and recommendations of the Employee Appeals Board, the City Manager may elect the methods he then considers appropriate to review and settle the grievance. He/she shall render a written decision to all parties directly involved within fifteen (15) calendar days after receiving the employee's appeal, or if the Employee Appeals Board procedure was utilized, after receipt of the Employee Appeals Board report.

If the grievance results from disciplinary action taken against the employee, and steps one and two of the grievance procedure have been exhausted, the City Manager as Hearing Officer shall conduct a hearing, within 30 days of the receipt of the employee's appeal or Employee Appeals Board report if such has been requested. However, upon receipt of an Employee Appeals Board report, the grievance procedure may be concluded if mutually agreed between the grievant and the Department Manager.

If a hearing, though, is to be conducted, the City Manager may continue the hearing either for the convenience of the City or upon written application of the employee for a period not to exceed an additional 30 days. Written notice of the time and place of the hearing, and any continuance thereof, shall be given to the employee.

Such hearing shall be conducted in accordance with the provisions of Section 11513 of the Government Code of the State of California, except that the employee and other persons may be examined as provided in Section 19580 of the Government Code, the employee may be represented by an attorney or his recognized employee organization, and the parties may submit all proper and competent evidence against or in support of the causes. The City Manager shall render a written decision within fifteen days after concluding the hearing, and the decision of the City Manager shall be final and not subject to review or appeal by the City Council.

## **ARTICLE XXVII. PROBATIONARY PERIOD**

### **27.1 Objective of the Probationary Period.**

The probationary period shall be regarded as part of the selection process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for releasing any probationary employee whose performance in the opinion of the Department Head and/or the City Manager does not meet the required standards of work. Nothing in this policy is intended to limit the reasons for which an employee may be released during the probationary

period. Release of an employee during the probationary period may be with or without cause and with or without prior notice to the employee.

## **27.2 Probationary Period.**

All original appointments shall be tentative and subject to a probationary period of twelve (12) months of active duty from the date of probationary appointment. All promotional appointments shall be tentative and subject to a probationary period of six (6) months of active duty from the date of promotion. Days absent without pay, or leaves with pay exceeding thirty (30) calendar days during the probationary period shall extend the probationary period by the same number of days so as to result in a probationary period of active working duty for the required six (6) or twelve (12) months of active duty. Employees who transfer to another position in the same classification shall not be required to undergo a new probationary period for the position into which he/she is transferring, provided the employee has completed the probationary period in the classification at the time of transfer. During the initial probationary period, the employee may be released at any time by the City Manager, City Manager's designee, and/or the Department Head with or without cause and with or without prior notice. An employee released during the probationary period has no right to appeal or grieve the release.

The Department Head may extend, the initial probationary period beyond the twelve (12) months of active duty when in the opinion of the Department Head, and the City Manager additional time is necessary to evaluate the employee's effectiveness in his/her position. The probationary period shall not exceed eighteen (18) months of active duty.

## **27.3 Promotional Probationary Period.**

An employee who has previously completed the requisite probationary period for an initial appointment and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee was dismissed for cause from employment during the promotional probationary period, the employee shall not be entitled to such reinstatement rights. An employee rejected during the promotional probationary period has no right to appeal or grieve the rejection.

# **ARTICLE XXVIII. UNION MEMBERSHIP, DUES DEDUCTION, AND NEW EMPLOYEE ORIENTATION**

## **28.1 Union Membership.**

The City upon receipt of a certified written member list issued by a duly authorized Union official, shall deduct dues and voluntary deductions selected by members, as established by the Union from the salaries of its members. The Union shall notify the City in writing as to the amount of such dues uniformly required of all members of the Union and the amounts of any Union sponsored benefit deduction for its members. The sums so

withheld shall be remitted by the City, without delay, along with a list of employees and their respective dues and voluntary deductions. The Union bears responsibility for allocating dues and voluntary deductions pursuant to the employee's request.

The employees' earnings must be sufficient after legal and required deductions are made to cover the amount of the dues or deductions. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover the pay period from the future earnings. In the case of an employee who is in a non-pay status doing only part of the pay period, and the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues and service fees.

## **28.2 Annual AFSCME/Local One Financial Reports Required.**

AFSCME / Local One shall submit copies of the financial report required pursuant to the labor management disclosures act of 1959 to the City Manager once annually. Copies of such reports shall be available to employees at the office of the union.

## **28.3 Indemnification.**

AFSCME / Public Employees Union, Local One shall indemnify and hold the City and its officers and employees harmless from any and all claims, demands, suits, or any other actions arising from the collection of dues and deductions herein. In no event shall the City be required to pay for from its own funds Union dues, or deductions that the employee was obligated to pay, but failed to pay, regardless of the reason.

## **28.4 AB119 - New Employee Orientation (NEO).**

Assembly Bill AB119 (New Employee Orientation- NEO) requires that the public employer (City of Pinole) shall provide the exclusive representative (AFSCME Council 57/ Public Employees Union, Local One) of said employees, mandatory access to its new employee orientations. The parties agree to the following and acknowledges the parties' obligation to negotiate pursuant to Government Code Section 3557 and as such, parties waive their right to compulsory arbitration provided in Government Code Section 3557.

New employee orientation (NEO) means an "in person" meeting designated as such and scheduled with representatives of the City to advise and inform new employees of their employment benefits, responsibilities, Union/City Rules, and other similar related matters. Currently, the City performs new employee orientations. However, there may be instances where orientations are held on a different date and/or time following their actual start date due to business needs. Typically, the orientation process lasts one (1) to two (2) hours and occurs during working hours.

## **28.5 Notice Requirements.**

The City of Pinole shall make every effort to provide written notice (by email or letter) to the Union of all new employee orientations, which they represent, at least fifteen (15) calendar days, no less than ten (10), prior to the scheduled orientation. The new employee orientation notice provided to the Union shall include the date, time, and location of the orientation. This will allow for proper scheduling to ensure that representative(s) from the Union are available to meet with the employee prior to or following the orientation session. If the Union or its representative are not available on the day or time The City has scheduled its orientation, The City will allow the Union to meet with the new employee within a week of hire.

AFSCME Council 57 /Public Employees Union, Local One will be provided the opportunity to have its Unit President or the Union's chosen designee to meet with the new employee for up to 45 minutes of uninterrupted private time prior to, or following, the NEO. The Union may provide for example, literature, written materials, packet of information, and or a visual presentation about its Union to the new employee(s).

The Union's portion of the NEO will be conducted during paid City time as a regular part of the new employee orientation. Typically, the Union's representatives are comprised of the Business Agent and/ or the Unit President / or chosen designee bargaining unit member. Approval from the Department Director shall be authorized prior to a bargaining unit member attending the new employee orientation. At no time shall the bargaining unit member (acting as a Union representative) meeting with the new employee result in any overtime or additional costs to the City. A bargaining unit member attending the orientation as a Union representative shall do so during their regular working hours so as to not incur additional costs to the City. If release time is requested, the Union will provide The City, in advance notice, of the name(s) of the bargaining unit member(s) who they wish to attend the orientation.

During the new employee orientation, The City shall clearly communicate to each new employee hired into a position/classification represented by the (AFSCME/ Local One) bargaining unit, that the employee's position is represented by AFSCME / Local One. To properly identify current leaders, the Union will provide a roster of current representative(s) to the City of Pinole prior to such orientation.

## **28.6 Reporting Requirements.**

Within 30 days of hire or by the first pay period of the month following hire, The City shall provide Public Employees Union, Local One with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer, as well as home address of all newly hired employees. AB119 requires that The City provide the Union with this information for all employees in the bargaining unit at least every 120 days.

## **ARTICLE XXIX. MANAGEMENT RIGHTS**

Unless specifically in conflict with this Memorandum of Understanding (MOU), all management rights shall remain vested exclusively with the City. City management rights include but are not limited to:

- a) The right to determine the mission of the City, including without limitation the City's agencies, department, divisions, boards, and commissions;
- b) The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, location and assignments of performing all work; and the composition, assignment, direction location and determination of the size and mission of the work force;
- c) The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for an position(s) within the City;
- d) The right to review and inspect, without notice, all City-owned facilities, including without limitation, desktop computers, work areas and desks, email, computer storage drives, voicemail systems, as well as filing cabinet systems;
- e) The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work, however, the City will meet and discuss with the Union prior to contracting out work normally completed by classifications within the bargaining unit;
- f) The right to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualification are met;
- g) The right to maintain and modify the City's Pay and Classification Plan subject to "meet and confer" requirements;
- h) The right to establish and enforce Employee Performance Standards and Employee Performance Evaluations;
- i) The right to schedule and assign work, make reassignments and assign overtime work;
- j) The right to hire, fire, promote, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade all employees;

- k) The right to establish and modify bargaining units and to assign new or amended job classifications to particular bargaining units;
- l) The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully in good faith regarding any City investigation; and
- m) The right to maintain orderly, effective and efficient operations.

“The City's reservation of its management rights does not modify the City's obligation to meet and confer on the impacts of management rights decisions on the terms and conditions of employment of employees covered by this MOU, to the extent that meet and confer would be otherwise required by the Meyers Miliias Brown Act.”

## **ARTICLE XXX. DURATION**

### **30.1 Term.**

This Agreement shall be in full force and effect from July 1, 2025, to and through June 30, 2026.

### **30.2 MOU “Meet and Confer” Obligations.**

It is mutually agreed that the approval and ratification of this Memorandum of Understanding relieves the City of any and all further obligations to meet and confer regarding the provisions of this agreement, as required by the Government Code of the State of California for the period covered by this agreement, except as to the provisions of Section 28.3.

Otherwise, nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring, and making modifications hereto by mutual consent.

The parties shall begin meeting to negotiate a successor agreement no later than February 1, 2026, or other date agreed to by the parties.

### **30.3 Notice of Termination.**

This Agreement shall continue in force and effect thereafter from year to year unless either party gives written notice one hundred and twenty (120) days prior to the expiration date, or any annual anniversary date thereafter to terminate or modify this Agreement.

#### **30.4 Effective Date.**

All provisions contained in this agreement are effective on the agreement execution date unless otherwise specified.

#### **30.5 Continuation of MOU in Light of Federal/State Law Changes.**

In the event any portion of this Agreement is declared null and void by superseding Federal or State law, the balance of the Agreement shall continue in full force and effect, and the parties shall commence negotiations to ensure that the superseded portion shall be rewritten to conform as closely as is possible to the original intent.

**[SIGNATURES ON NEXT PAGE]**



## SIGNATURES

### CITY OF PINOLE

\_\_\_\_\_  
Kelcey Young, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Markisha Guillory, Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stacy Shell, Human Resources Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlene Davis, Human Resources Analyst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gregory Ramirez, Chief Negotiator

\_\_\_\_\_  
Date

### AFSCME PUBLIC EMPLOYEES UNION LOCAL 1

\_\_\_\_\_  
Ana AvilesAvila, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nathaniel Bull, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jose Garcia, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joanna Nunes, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linda Segundo, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa A. Davis, Chief Negotiator and  
Senior Business Agent

\_\_\_\_\_  
Date

## **ATTACHMENT A - SALARY SCHEDULE**

## **ATTACHMENT B - RESOLUTION**

**ATTACHMENT C - CSO COURT APPEARANCE OVERTIME**

**ATTACHMENT D – SIDE LETTER “RETIREE MEDICAL COMMITTEE”**

WHEREAS, the parties have engaged in good-faith negotiations;

NOW, THEREFORE, The parties agree to form an employer-employee committee consisting of up to five members from the employer and up to five (5) members from the Union to explore sustainable retiree medical plan options and make recommendations to the City.

The committee will have their first meeting by July 1, 2026, and shall meet at dates and times thereafter as agreed to by the Parties.

This Side Letter of Agreement shall not be included in the successor agreement.

**FOR CITY OF PINOLE:**

|                                               |            |
|-----------------------------------------------|------------|
| <hr/> Kelcey Young, City Manager              | <hr/> Date |
| <hr/> Markisha Guillory, Finance Director     | <hr/> Date |
| <hr/> Stacy Shell, Human Resources Director   | <hr/> Date |
| <hr/> Charlene Davis, Human Resources Analyst | <hr/> Date |
| <hr/> Gregory Ramirez, Chief Negotiator       | <hr/> Date |

**FOR AFSCME PUBLIC EMPLOYEES UNION LOCAL 1:**

|                                   |            |
|-----------------------------------|------------|
| <hr/> Ana AvilesAvila, President  | <hr/> Date |
| <hr/> Nathaniel Bull, Team Member | <hr/> Date |

---

Jose Garcia, Team Member

---

Date

---

Joanna Nunes, Team Member

---

Date

---

Linda Segundo, Team Member

---

Date

---

Lisa A. Davis, Chief Negotiator and  
Senior Business Agent

---

Date

## **ATTACHMENT E – “ME TOO CLAUSE”**

WHEREAS, the parties have engaged in good-faith negotiations;

NOW, THEREFORE, The parties agree to apply the following, in the 2025-2026 MOU succeeding the Memorandum of Understanding (MOU) that expired on June 30, 2025:

1. General Salary Increases (GSI). If the City provides any other bargaining unit (i.e., AFSCME Local 512 or Pinole Police Employees' Association) with a GSI different than those provided in the MOU expiring on June 30, 2026 (2025-2026 MOU), then the City shall adjust the salary rates contained in the successor agreement so that it is equal to the increases and the effective dates granted employees in the other bargaining units successor agreements.
2. Health Insurance Benefit. If the City provides any other bargaining unit with a Health Insurance Benefit contribution different than the provisions in the 2025-2026 MOU, the City shall adjust the HIB provisions contained in the successor agreement so that they are equal to the HIB benefit contained in the other bargaining units' successor agreements.
3. Deferred Compensation. If the City provides any other bargaining unit with a Deferred Compensation benefit different than the provisions in the 2025-2026 MOU, the City shall adjust the Deferred Compensation provisions contained in the successor agreement so that they are equal to the Deferred Compensation benefit contained in the other bargaining units' successor agreements.
4. Term of Agreement. The term of agreement in the successor agreement shall be equal to the length of the agreement reached by any other bargaining unit.

### **EXPIRATION**

This Side Letter of Agreement shall expire once its provisions, as necessary, are incorporated into the successor agreement through amendments to its final language.

This Side Letter of Agreement shall not be included in the successor agreement.

### **FOR CITY OF PINOLE:**

\_\_\_\_\_  
Kelcey Young, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Markisha Guillory, Finance Director

\_\_\_\_\_  
Date

---

Stacy Shell, Human Resources Director

---

Date

---

Charlene Davis, Human Resources Analyst

---

Date

---

Gregory Ramirez, Chief Negotiator

---

Date

**FOR AFSCME PUBLIC EMPLOYEES UNION LOCAL 1:**

---

Ana AvilesAvila, President

---

Date

---

Nathaniel Bull, Team Member

---

Date

---

Jose Garcia, Team Member

---

Date

---

Joanna Nunes, Team Member

---

Date

---

Linda Segundo, Team Member

---

Date

---

Lisa A. Davis, Chief Negotiator and  
Senior Business Agent

---

Date



City of Pinole and AFSCME PEU Local 1  
Negotiations 2025 – Total Tentative Agreement of the Parties  
Listing of All Signed Tentative Agreements

The following signed Tentative Agreements comprise a Total Tentative Agreement of the parties and shall be included in the successor 2025-2026 MOU:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| • 2.1 Unit Composition               | Union Proposal (3/11/25), TA.  |
| • 6.1 COLA                           | Tentative Agreement (6/18/25). |
| • 11.2 List of Official Holidays     | Tentative Agreement (6/18/25). |
| • 13.1 Medical Insurance Provided    | Union Proposal (3/11/25), TA.  |
| • 30.1 Term                          | City Counter (5/28/25), TA.    |
| • New Deferred Comp & Roth IRA Plans | City Counter (5/28/25), TA.    |
| • City No. 1 Retiree Medical         | Union Counter (6/12/25), TA.   |
| • "Me Too" language                  | Tentative Agreement (6/18/25). |

For PEU Local One:

  
\_\_\_\_\_  
Ana Avila  
Negotiations Team Member

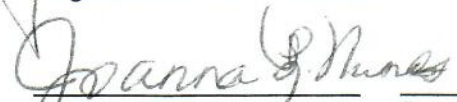
6/24/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Nathaniel Bull  
Negotiations Team Member

6/24/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jose Garcia  
Negotiations Team Member

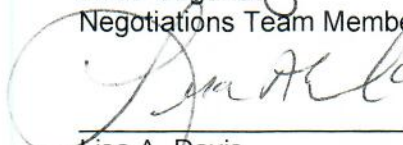
6/24/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Joanna Nunes  
Negotiations Team Member

6/24/25  
\_\_\_\_\_  
Date

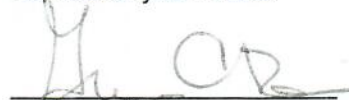
  
\_\_\_\_\_  
Linda Segundo  
Negotiations Team Member

6/24/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lisa A. Davis  
Chief Negotiator -  
Senior Business Agent

6/24/25  
\_\_\_\_\_  
Date

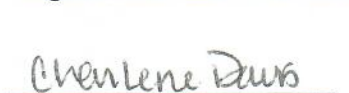
For the City of Pinole:

  
\_\_\_\_\_  
Gregory Ramirez  
Chief Negotiator

6/24/2025  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stacy Shell  
Negotiations Team Member

6/24/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Charlene Davis  
Negotiations Team Member

6/24/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Markisha Guillory  
Negotiations Team Member

6/24/2025  
\_\_\_\_\_  
Date

**AFSCME / Local One Proposal to the City of Pinole ~ March 11, 2025**

**ARTICLE II. RECOGNITION**

**2.1 Unit Composition.**

The City hereby recognizes the Union as the majority representative of the following job classifications:

Accounting Technician  
Administrative Assistant  
Cable Access Technician  
Community Services Officer  
Cook

*Add* Food services specialist *Information Technology Technician*

Laboratory Technician I

Laboratory Technician II

Permit Technician I

Permit Technician II

Permit Technician III

Police Property Specialist

Police Records Specialist

Public Works Maintenance Worker Assistant

Public Works Maintenance Worker

Public Works Senior Maintenance Worker *Added*

Wastewater Treatment Plant Senior Operator

Wastewater Treatment Plant Operator

Wastewater Treatment Plant Senior Maintenance Mechanic

Wastewater Treatment Plant Maintenance Mechanic

Wastewater Treatment Plant Operator in Training

The City agrees to recognize the Union as the exclusive representative of future positions appropriate to the unit and agrees to meet and confer with the Union in all matters relating, to wages, hours and working conditions of employees in such classifications. The City further reserves the right to exclude from membership those management and confidential employees so designated. The City also agrees to provide appropriate information, furnished by the Union and approved by the City Manager, to all new employees of the Union's recognition. *x*

**For AFSCME / Local One**

*Ana Avila*

Ana Avila

Negotiations Team Member

*5/28/25*

Date

*3/11/2025  
10:02 AM  
From Union*



  
Nathaniel Bull

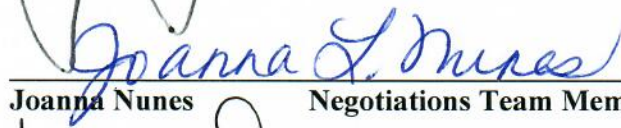
Negotiations Team Member

5/28/15  
Date

  
Jose Garcia

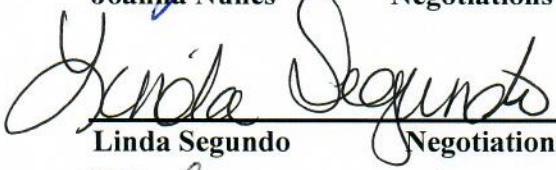
Negotiations Team Member

5/28/25  
Date

  
Joanna Nunes

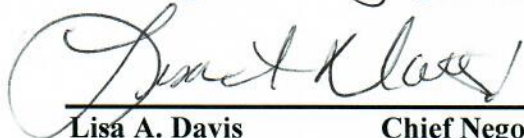
Negotiations Team Member

5/28/2025  
Date

  
Linda Segundo

Negotiations Team Member

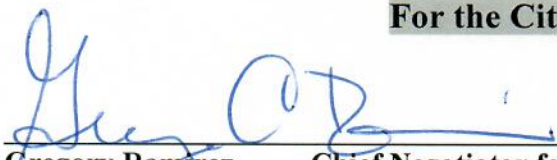
5/28/2025  
Date

  
Lisa A. Davis

Chief Negotiator - Senior Business Agent

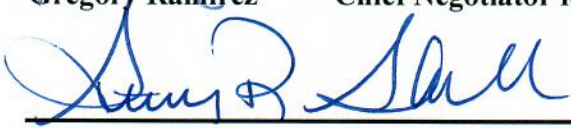
5/28/25  
Date

**For the City of Pinole**

  
Gregory Ramirez

Chief Negotiator for The City of Pinole

5/28/2025  
Date

  
Stacy Shell

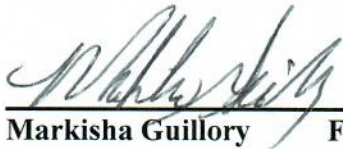
Human Resources Director

5/28/25  
Date

  
Charlene Davis

Human Resources Analyst

05/28/25  
Date

  
Markisha Guillory

Finance Director

5/28/2025  
Date

The parties tentatively agree to modify the MOU as follows:

ARTICLE VI. SALARIES

6.1.1 Cost of Living and Market Adjustments.

Effective first full pay period following July 1, ~~2023~~2025, classifications represented by the Union shall receive a ~~four percent (4%)~~three percent (3%) general wage increase.

~~Effective the first full pay period following July 1, 2024, classifications represented by the Union shall receive a four percent (4%) general wage increase.~~

~~6.1.2 Market Equity Adjustment.~~

~~Effective first full pay period following July 1, 2023, the following classifications represented by the Union shall receive market equity increase adjustments in addition and concurrent with the above COLA for 2023:~~

|                                         |                                                          |
|-----------------------------------------|----------------------------------------------------------|
| <del>* Accounting Technician</del>      | <del>seven percent (7.0%)</del>                          |
| <del>* Administrative Assistant</del>   | <del>seven and three tenths percent (7.3%)</del>         |
| <del>* Community Service Officer</del>  | <del>seventeen and two tenths percent (17.2%)</del>      |
| <del>* Police Property Specialist</del> | <del>twenty three and three tenths percent (23.3%)</del> |

~~6.1.3 One Time Lump Sum Retention Payment.~~

~~Eligible employees who are not in the classifications identified in 6.1.2 Market Equity Adjustment shall receive a non-pensionable one-time lump sum retention payment in the amount of two thousand eight hundred and sixty-one dollars (\$2,861) each, payable the first full pay period following adoption and subject to all applicable withholding. Eligible employees are those employees that 1) do not receive an equity adjustment under 6.1.2 Market Equity Adjustments; 2) are actively employed as of June 30, 2023; 3) are actively employed at time of payment. Employees who have separated, for whatever reason, during the time frame listed are not eligible.~~

...

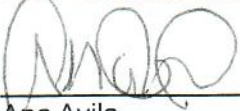
[SIGNATURES ON NEXT PAGE]

*CM*  
6/24/2025

City of Pinole and AFSCME PEU Local 1  
Negotiations 2025 – Tentative Agreement of the Parties  
June 18, 2025

The parties tentatively agree to the foregoing subject to the Ground Rules:

For PEU Local One:

  
\_\_\_\_\_  
Ana Avila  
Negotiations Team Member

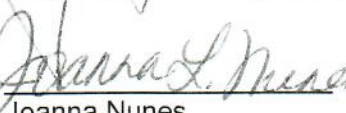
6/24/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Nathaniel Bull  
Negotiations Team Member

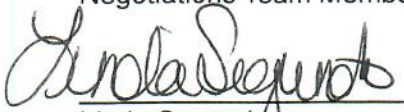
6/24/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jose Garcia  
Negotiations Team Member

6/24/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Joanna Nunes  
Negotiations Team Member

6/24/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Linda Segundo  
Negotiations Team Member

6/24/25  
\_\_\_\_\_  
Date

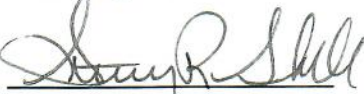
  
\_\_\_\_\_  
Lisa A. Davis  
Chief Negotiator -  
Senior Business Agent

6/24/25  
\_\_\_\_\_  
Date

For the City of Pinole:

  
\_\_\_\_\_  
Gregory Ramirez  
Chief Negotiator

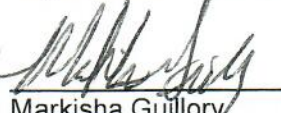
6/24/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stacy Shell  
Negotiations Team Member

6/24/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Charlene Davis  
Negotiations Team Member

6/24/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Markisha Guillory  
Negotiations Team Member

6/24/2025  
\_\_\_\_\_  
Date



The parties tentatively agree to modify the MOU as follows:

ARTICLE XI. HOLIDAYS

...

11.2 List of Official Holidays.

Employees shall receive ~~twelve (12)~~thirteen (13) annual paid holidays as follows:

- January 1 New Year's Day
- Third Monday in January Martin Luther King's Birthday
- Third Monday in February Washington's Birthday
- Last Friday in March Cesar Chavez Day
- Last Monday in May Memorial Day
- June 19 Juneteenth
- July 4 Independence Day
- First Monday in September Labor Day
- November 11 Veteran's Day
- Fourth Thursday in November\* Thanksgiving
- Fourth Friday in November\*\* Day after Thanksgiving
- December 24 Christmas Eve Day
- December 25 Christmas Day

\* ~~11/23/2023-2025~~and ~~11/28/2023~~

\*\* ~~11/24/2024-2025~~and ~~11/29/2024~~

All Holidays are eight (8) hours regardless of the employee's assigned shift. For employees working an alternative or flex work schedule, when the holiday falls on a workday in which they are scheduled to work more than 8 hours, the employee must use their accrued vacation or compensatory time off to make up the difference between the 8 hours and their scheduled hours.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

...

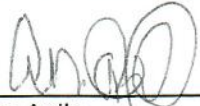
[SIGNATURES ON NEXT PAGE]

*Om*  
*6/24/2025*

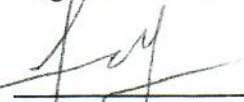
City of Pinole and AFSCME PEU Local 1  
Negotiations 2025 – Tentative Agreement of the Parties  
June 18, 2025

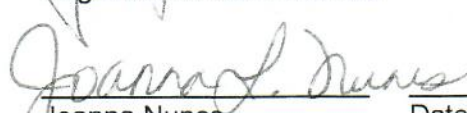
The parties tentatively agree to the foregoing subject to the Ground Rules:

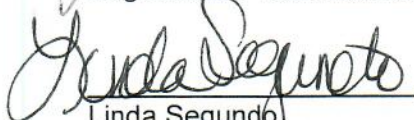
For PEU Local One:

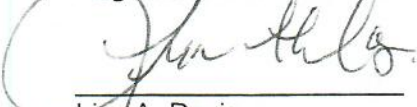
  
\_\_\_\_\_  
Ana Avila  
Negotiations Team Member  
6/24/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Nathaniel Bull  
Negotiations Team Member  
6/24/25  
\_\_\_\_\_  
Date

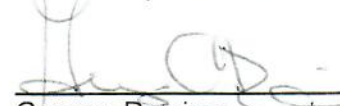
  
\_\_\_\_\_  
Jose Garcia  
Negotiations Team Member  
6/24/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Joanna Nunes  
Negotiations Team Member  
6/24/25  
\_\_\_\_\_  
Date

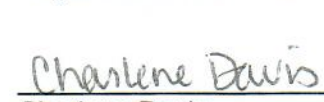
  
\_\_\_\_\_  
Linda Segundo  
Negotiations Team Member  
6/24/25  
\_\_\_\_\_  
Date

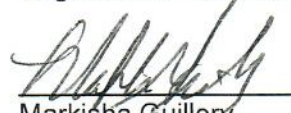
  
\_\_\_\_\_  
Lisa A. Davis  
Chief Negotiator -  
Senior Business Agent  
6/24/25  
\_\_\_\_\_  
Date

For the City of Pinole:

  
\_\_\_\_\_  
Gregory Ramirez  
Chief Negotiator  
6/24/2025  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stacy Shell  
Negotiations Team Member  
6/24/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Charlene Davis  
Negotiations Team Member  
6/24/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Markisha Guillory  
Negotiations Team Member  
6/24/2025  
\_\_\_\_\_  
Date

**AFSCME / Local One Proposal to the City of Pinole ~ March 11, 2025**

**ARTICLE XIII. MEDICAL INSURANCE**

**13.1 Medical Insurance Provided.**

For full-time regular employees, the City agrees to contribute toward the employee's health premium as follows:

Effective January 1, 2023 **2026** the City's contribution toward the employee's health premium will reflect the 2022 **2025** Kaiser rate at each level of coverage.

Effective January 1, 2024 **2027** the City's contribution toward the employee's health premium will reflect the 2023 **2026** CalPERS Public Agency Kaiser rate at each level of coverage.

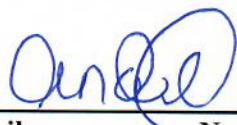
Effective January 1, 2025 **2028** the City's contribution toward the employee's health premium will reflect the 2024 **2027** CalPERS Public Agency Kaiser rate at each level of coverage.

The City pays the medical premiums for the preceding month in the prior month. Employees share of medical premium are also deducted concurrently with the one month in advance. Any increase in the premium the City agrees to pay towards employees medical will be applied concurrently with the employee deduction.

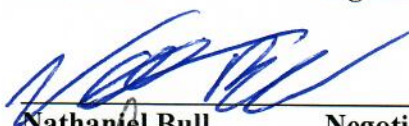
Represented employees are free to choose any health care plan offered under the CalPERS Health Care Program.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

**For AFSCME / Local One**

  
\_\_\_\_\_  
Ana Avila                      Negotiations Team Member                      Date

5/28/25

  
\_\_\_\_\_  
Nathaniel Bull                      Negotiations Team Member                      Date

05/28/25

  
\_\_\_\_\_  
Jose Garcia                      Negotiations Team Member                      Date

5/28/25

  
\_\_\_\_\_  
Joanna Nunes                      Negotiations Team Member                      Date

5/28/2025

3/11/2025  
10:12  
From  
Union



Linda Segundo 5/28/2025  
Linda Segundo Negotiations Team Member Date

Lisa A. Davis 5/28/25  
Lisa A. Davis Chief Negotiator - Senior Business Agent Date

**For the City of Pinole**

Gregory Ramirez 5/28/2025  
Gregory Ramirez Chief Negotiator for The City of Pinole Date

Stacy Shell 5/28/25  
Stacy Shell Human Resources Director Date

Charlene Davis 05/28/25  
Charlene Davis Human Resources Analyst Date

Markisha Guillory 5/28/2025  
Markisha Guillory Finance Director Date

The City counter proposes to modify the MOU as follows:

ARTICLE XXX. DURATION

30.1 Term.

This Agreement shall be in full force and effect from July 1, 2023~~2025~~, to and through June 30, 2025~~2026~~.

30.2 MOU "Meet and Confer" Obligations.

It is mutually agreed that the approval and ratification of this Memorandum of Understanding relieves the City of any and all further obligations to meet and confer regarding the provisions of this agreement, as required by the Government Code of the State of California for the period covered by this agreement, except as to the provisions of Section 28.3.

Otherwise, nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring, and making modifications hereto by mutual consent.

The parties shall begin meeting to negotiate a successor agreement no later than February 1, 2025~~2026~~, or other date agreed to by the parties.

...

The parties tentatively agree to the foregoing subject to the Ground Rules:

For PEU Local One:

  
\_\_\_\_\_  
Ana Avila  
Negotiations Team Member

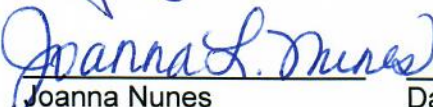
6/12/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Nathaniel Bull  
Negotiations Team Member

6/12/25  
\_\_\_\_\_  
Date

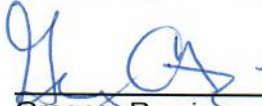
  
\_\_\_\_\_  
Jose Garcia  
Negotiations Team Member

6/12/25  
\_\_\_\_\_  
Date

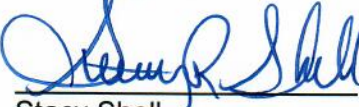
  
\_\_\_\_\_  
Joanna Nunes  
Negotiations Team Member

6/12/25  
\_\_\_\_\_  
Date

For the City of Pinole:

  
\_\_\_\_\_  
Gregory Ramirez  
Chief Negotiator

6/12/2025  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stacy Shell  
Negotiations Team Member

6/12/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Charlene Davis  
Negotiations Team Member

6/12/25  
\_\_\_\_\_  
Date

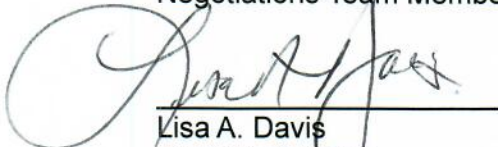
  
\_\_\_\_\_  
Markisha Guillory  
Negotiations Team Member

6/12/2025  
\_\_\_\_\_  
Date

City of Pinole to PEU Local 1  
Negotiations 2025 – City Counter Proposal  
May 28, 2025

 4/12/25  
Date

Linda Segundo  
Negotiations Team Member

 4/12/25  
Date

Lisa A. Davis  
Chief Negotiator -  
Senior Business Agent



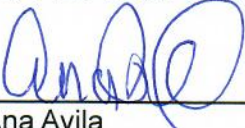
City of Pinole to PEU Local 1  
Negotiations 2025 – City Counter Proposal  
May 28, 2025

The City counter proposes to modify the MOU as follows:

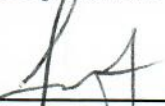
As soon as administratively possible after adoption, the City will establish a 457(b) Deferred Compensation Plan and a Roth IRA Plan for bargaining unit members who may elect to contribute.

The parties tentatively agree to the foregoing subject to the Ground Rules:

For PEU Local One:

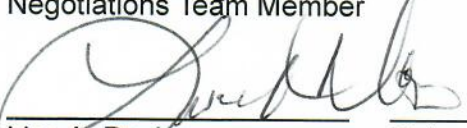
  
\_\_\_\_\_  
Ana Avila  
Negotiations Team Member  
6/5/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Nathaniel Bull  
Negotiations Team Member  
06/05/25  
\_\_\_\_\_  
Date

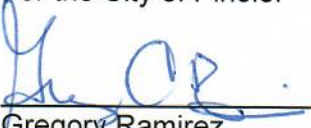
  
\_\_\_\_\_  
Jose Garcia  
Negotiations Team Member  
6/5/25  
\_\_\_\_\_  
Date

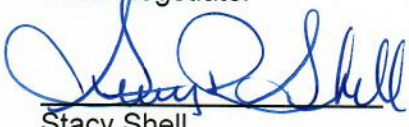
  
\_\_\_\_\_  
Joanna Nunes  
Negotiations Team Member  
6/5/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Linda Segundo  
Negotiations Team Member  
6/5/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lisa A. Davis  
Chief Negotiator -  
Senior Business Agent  
6/5/25  
\_\_\_\_\_  
Date

For the City of Pinole:

  
\_\_\_\_\_  
Gregory Ramirez  
Chief Negotiator  
6/5/2025  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stacy Shell  
Negotiations Team Member  
6/5/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Charlene Davis  
Negotiations Team Member  
06/05/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Markisha Guillory  
Negotiations Team Member  
6/5/2025  
\_\_\_\_\_  
Date

City of Pinole to AFSCME PEU Local One  
Negotiations 2025 – City Proposal No. 1, Retiree Medical Committee  
April 24, 2025

The City proposes:

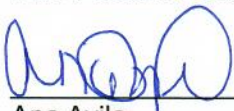
FIVE 5

To form an employer-employee committee consisting of up to four (4) members from the employer and up to ~~four~~ (4) members from the Union to explore sustainable retiree medical plan options and make recommendations to the City.

The committee will have their first meeting by July 1, 2026, and shall meet at dates and times thereafter as agreed to by the Parties.

The parties tentatively agree to the foregoing subject to the Ground Rules:

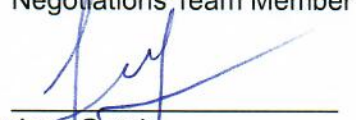
For AFSCME / Local One:

  
Ana Avila  
Negotiations Team Member

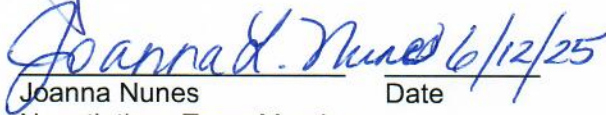
6/12/25  
Date

  
Nathaniel Bull  
Negotiations Team Member

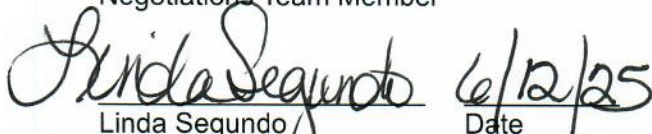
6/12/25  
Date

  
Jose Garcia  
Negotiations Team Member

6/12/25  
Date

  
Joanna Nunes  
Negotiations Team Member

6/12/25  
Date

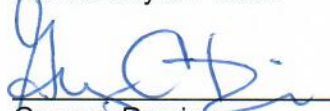
  
Linda Segundo  
Negotiations Team Member

6/12/25  
Date

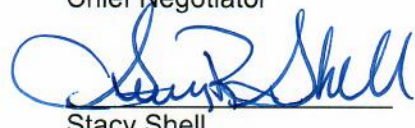
  
Lisa A. Davis  
Chief Negotiator -  
Senior Business Agent

6/12/25  
Date

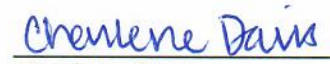
For the City of Pinole:

  
Gregory Ramirez  
Chief Negotiator

6/12/25  
Date

  
Stacy Shell  
Negotiations Team Member

6/12/25  
Date

  
Charlene Davis  
Negotiations Team Member

6/12/25  
Date

  
Markisha Guilford  
Negotiations Team Member

6/12/2025  
Date



The parties propose a limited “Me Too” clause with respect to the AFSCME Local 1 bargaining unit for across-the-board adjustments in general salaries, health insurance benefit, and deferred compensation.

This “Me Too” clause is intended to apply to the 2025-2026 successor memorandum of understanding (MOU) negotiations only and therefore will be incorporated into a side letter of agreement that will expire on the same date as the successor MOU.

The parties will execute a side letter of agreement as follows:

SIDE LETTER LANGUAGE:

WHEREAS, the parties have engaged in good-faith negotiations;

NOW, THEREFORE, The parties agree to apply the following, in the 2025-2026 MOU succeeding the Memorandum of Understanding (MOU) that expired on June 30, 2025:

1. General Salary Increases (GSI). If the City provides any other bargaining unit (i.e., AFSCME Local 512 or Pinole Police Employees' Association) with a GSI different than those provided in the MOU expiring on June 30, 2026 (2025-2026 MOU), then the City shall adjust the salary rates contained in the successor agreement so that it is equal to the increases and the effective dates granted employees in the other bargaining units' successor agreements.
2. Health Insurance Benefit. If the City provides any other bargaining unit with a Health Insurance Benefit contribution different than the provisions in the 2025-2026 MOU, the City shall adjust the HIB provisions contained in the successor agreement so that they are equal to the HIB benefit contained in the other bargaining units' successor agreements.
3. Deferred Compensation. If the City provides any other bargaining unit with a Deferred Compensation benefit different than the provisions in the 2025-2026 MOU, the City shall adjust the Deferred Compensation provisions contained in the successor agreement so that they are equal to the Deferred Compensation benefit contained in the other bargaining units' successor agreements.
4. Term of Agreement. The term of agreement in the successor agreement shall be equal to the length of the agreement reached by any other bargaining unit.

EXPIRATION

This Side Letter of Agreement shall expire once its provisions, as necessary, are incorporated into the successor agreement through amendments to its final language.

This Side Letter of Agreement shall not be included in the successor agreement.

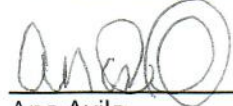
[SIGNATURES ON NEXT PAGE]

  
6/24/25

City of Pinole and AFSCME PEU Local 1  
Negotiations 2025 – Tentative Agreement of the Parties  
June 18, 2025

The parties tentatively agree to the foregoing subject to the Ground Rules:

For PEU Local One:

  
Ana Avila  
Negotiations Team Member

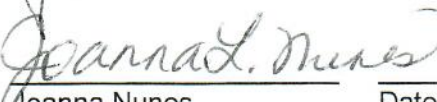
6/24/25  
Date

  
Nathaniel Bull  
Negotiations Team Member

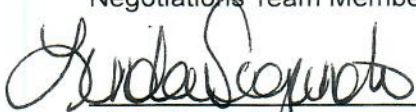
6/24/25  
Date

  
Jose Garcia  
Negotiations Team Member

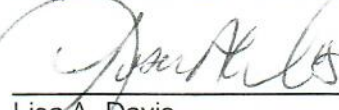
6/24/25  
Date

  
Joanna Nunes  
Negotiations Team Member

6/24/25  
Date

  
Linda Segundo  
Negotiations Team Member

6/24/25  
Date

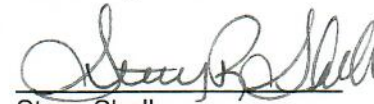
  
Lisa A. Davis  
Chief Negotiator -  
Senior Business Agent

6/24/25  
Date

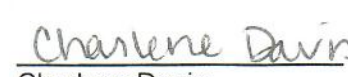
For the City of Pinole:

  
Gregory Ramirez  
Chief Negotiator

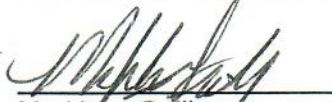
6/24/25  
Date

  
Stacy Shell  
Negotiations Team Member

<sup>28</sup>  
6/24/25  
Date

  
Charlene Davis  
Negotiations Team Member

6/24/25  
Date

  
Markisha Guillory  
Negotiations Team Member

6/24/2025  
Date

# MEMORANDUM OF UNDERSTANDING



Between the City of Pinole and  
AFSCME Public Employees Union – Local One

# LOCAL 1

July 1, ~~2023~~2025 to June 30, ~~2025~~2026



City of Pinole and AFSCME Public Employees Union – Local One  
Memorandum of Understanding

Table Of Contents

---

The table of contents will be updated once the parties have completed the review process.

The City of Pinole and representatives of Public Employees Union Local One acknowledge and affirm that they have met and conferred in good faith, exchanged proposals and counter proposals and in all respects fulfilled their obligations under law to meet and confer in good faith.

This Memorandum of Understanding is the product of the above-described meet and confer process. Representatives of the City agree to present this Memorandum of Understanding to the City Council for determination and representatives of the Public Employees Union Local One agree to present this Memorandum of Understanding to their membership for acceptance and approval.

## **PREAMBLE**

**WHEREAS**, the City of Pinole on July 6, 1971, entered into a Memorandum of Understanding, with the United Employees, Local 796; and

**WHEREAS**, said Memorandum of Understanding, contained provisions for its continuance on a year-to-year basis conditioned on either party giving notification of termination or modification; and

**WHEREAS**, the employees formerly represented under this agreement by United Employees, Local 790 have formally decertified said representative and have certified Public Employees Union Local One as their representative in labor negotiations as of July 1, 1995, and

**WHEREAS**, the Union has indicated to the City, and the City has indicated to the Union, its desire to make certain modifications to this Memorandum of Understanding

**THEREFORE**, the following agreement represents a Memorandum of Understanding between the City of Pinole and AFSCME/Public Employees Union Local One for the term of July 1, 2023-2025, through June 30, 2025-2026, with the same terms and conditions of the previous Memorandum of Understanding and subsequent amendments between the City and the Union.

## **ARTICLE I. DEFINITIONS**

- 1.1 "City" referred to herein shall be the City of Pinole.
- 1.2 "Union" referred to herein shall be the AFSCME Council 57/Public Employees Union Local One.
- 1.3 "Employee" referred to herein shall be all regular full-time and regular part-time employees of the City of Pinole as illustrated in Article 2 of this Memorandum of Understanding. A regular full-time employee is any employee regularly scheduled

to work forty (40) hours per work week. A regular part-time employee is any employee regularly scheduled to work less than forty (40) hours per work week.

- 1.4 "Agreement" referred to herein shall be this Memorandum of Understanding between the City and the Union.

## **ARTICLE II. RECOGNITION**

### **2.1 Unit Composition.**

The City hereby recognizes the Union as the majority representative of the following job classifications:

Accounting Technician  
Administrative Assistant  
Cable Access Technician  
Community Services Officer  
Cook  
Food Services Specialist  
Information Technology Technician  
Laboratory Technician I  
Laboratory Technician II  
Permit Technician I  
Permit Technician II  
Permit Technician III  
Police Property Specialist  
Police Records Specialist  
Public Works Maintenance Worker Assistant  
Public Works Maintenance Worker  
Public Works Senior Maintenance Worker  
Wastewater Treatment Plant Senior Operator  
Wastewater Treatment Plant Operator  
Wastewater Treatment Plant Senior Maintenance Mechanic  
Wastewater Treatment Plant Maintenance Mechanic  
Wastewater Treatment Plant Operator in Training

The City agrees to recognize the Union as the exclusive representative of future positions appropriate to the unit and agrees to meet and confer with the Union in all matters relating, to wages, hours and working conditions of employees in such classifications. The City further reserves the right to exclude from membership those management and confidential employees so designated. The City also agrees to provide appropriate information, furnished by the Union and approved by the City Manager, to all new employees of the Union's recognition.

## **ARTICLE III. DUES DEDUCTION**

### **3.1 Payroll Deduction of Union Dues.**

The City shall deduct, once a month, the amount of union dues, as specified by the Union under the authority of an authorization card furnished by the Union and signed by the employee. Said deductions shall be forwarded promptly to the Union office. No authorization shall be allowed for payment of initiation fees, assessments or fines. The payroll deductions shall be spelled out in Article 28.

### **3.2 Notification of Union Dues Increase.**

In the event the Union members vote to increase union dues, the Union shall notify the City at least thirty days prior to the effective date of the dues increase. The employee earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate union dues. When a member in good standing of the Union is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

### **3.3 Hold Harmless and Indemnification Clause.**

The Union will indemnify, defend, and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deductions of union dues. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

## **ARTICLE IV. MAINTENANCE OF MEMBERSHIP**

### **4.1 Revocation of Union Membership.**

The City agrees to revocation of Union membership provision as follows:

It is understood that an employee may not revoke his or her authorization for regular monthly Union membership dues deduction except:

- a. During a period no less than 60, nor more than 90 days, preceding the expiration date of this agreement;
- b. In the event of the employee's separation from regular City service, or in the event the employee is appointed to a permanent position in a classification not covered by this agreement, revocation may take place at the time of such status change; or

- c. In the event of a leave of absence without pay or a disability, dues deduction shall be suspended until such time as the employee returns to his covered classification.

## **ARTICLE V. UNION REPRESENTATIVES**

### **5.1 Union Representatives/Stewards Defined.**

The Union may designate at least one employee in each division within a department as its steward for the purpose of assisting other union members in the resolution of disputes concerning wages, hours and working conditions.

### **5.2 Time Off for “Meet and Confer”.**

The City shall afford said stewards reasonable time off during working hours without loss of compensation or other benefits when engaged in the activities articulated under Government Code Section 3505.3; provided however, that said time is scheduled so as not to interfere unduly with the workload and job requirements, as determined by the Department Manager or Supervisor; provided further that such time afforded under this provision shall be devoted only to matters within the scope of representation.

### **5.3 “Meet and Confer” Committee.**

The Union may also designate a committee including a representative from each area or department to meet and confer with the City's representatives regarding matters within the scope of representation. A maximum of four members including the President of the Union shall be afforded reasonable time off during working hours without loss of compensation or other benefits while formally meeting and conferring, within the scope of representation. The Union will make a good faith effort to minimize the impact on the operations of any one Department.

### **5.4 Notice to Supervisors.**

Union stewards engaged in such activities shall first obtain approval from their Supervisor before leaving their assigned work areas on such business.

### **5.5 Release Time for Quarterly Meetings.**

All members of the Union shall be allowed a one-half hour release time each quarter for Union meetings.

### **5.6 Leave for Union Activities.**

From time to time up to two (2) employees per calendar year may request leave to participate in union activities, e.g., attendance at union conferences, conventions, trainings, or retreats.

Such requests for union leave shall follow the procedure for requesting union release time. Union leave is not compensable time unless the employee requests to use their own accrued leaves, i.e., accrued vacation leave, accrued floating holiday leave, or accrued CTO leave.

Requests for union leave shall be provided to the City not less than 30 days prior to the time being requested off and are subject to approval.

## **ARTICLE VI. SALARIES**

### **6.1.1 Cost of Living and Market Adjustments.**

Effective first full pay period following July 1, ~~2023~~2025, classifications represented by the Union shall receive a ~~four percent (4%)~~three percent (3%) general wage increase.

~~Effective the first full pay period following July 1, 2024, classifications represented by the Union shall receive a four percent (4%) general wage increase.~~

### **6.1.2 Market Equity Adjustment.**

~~Effective first full pay period following July 1, 2023, the following classifications represented by the Union shall receive market equity increase adjustments in addition and concurrent with the above COLA for 2023:~~

- ~~• Accounting Technician seven percent (7.0%)~~
- ~~• Administrative Assistant seven and three-tenths percent (7.3%)~~
- ~~• Community Service Officer seventeen and two-tenths percent (17.2%)~~
- ~~• Police Property Specialist twenty three and three-tenths percent (23.3%)~~

### **6.1.3 One-Time Lump Sum Retention Payment.**

~~Eligible employees who are not in the classifications identified in 6.1.2 Market Equity Adjustment shall receive a non-pensionable, one-time lump sum retention payment in the amount of two thousand eight hundred and sixty one dollars (\$2,861) each, payable the first full pay period following adoption and subject to all applicable withholding. Eligible employees are those employees that 1) do not receive an equity adjustment under 6.1.2 Market Equity Adjustments; 2) are actively employed as of June 30, 2023; 3) are actively employed at time of payment. Employees who have separated, for whatever reason, during the time frame listed are not eligible.~~

## **6.2 Pay Plan.**

Attachment A reflects the salary steps for each represented position.

### **6.3 Longevity.**

~~Effective July 1, 2021, e~~Employees with fifteen (15) full continuous years of City service shall be given an additional 2% pay computed on their normal straight time rate of pay.

### **6.4 Pro-rata Benefits.**

For part-time regular employee(s), covered under this MOU, working at least 20 hours per week and less than 40 hours per week, compensation and benefits received other than the base hourly wage rate, shall be pro-rated based on the percentage of hours regularly scheduled to work in relation to full-time or as defined by federal, state, or local law, whichever is greater.

## **ARTICLE VII. HOURS OF WORK AND OVERTIME**

### **7.1 Work Week Defined.**

The employee's regular workday shall consist of eight hours and the workweek typically consists of a seven consecutive day period, Monday through Sunday. Other schedules may be assigned consistent with Section 7.8 of this Agreement. The City reserves the right to assign new employees to other works weeks and will provide two consecutive days off. Where new work weeks are planned by the City, they shall be subject to discussion with and review by the Union. Any change in special workweeks, not otherwise provided for under this agreement, now in effect, shall be reviewed by the City and the Union.

The City shall inform employees thirty (30) calendar days in advance of any permanent working hour change (s), which are to be made. It is understood that in cases of natural disasters or emergencies that this would not be necessary on a temporary basis. Emergency is defined as an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action. An unpredictable occurrence is unplanned and unanticipated. An unavoidable occurrence permits one to have advance knowledge of the likelihood of the event.

### **7.2 Overtime Work Schedule.**

The City has the right to schedule overtime work as required in the manner most advantageous to the City and consistent with the requirement of municipal employment and the public interest. Overtime work assignments shall first be offered on a voluntary basis to employees, after which assignments shall be made by the Department Manager.

### **7.3 Overtime and Seniority.**

Overtime preference, insofar as practical shall be given to the regular, full-time employees and on a seniority basis in the classification or position involved. Overtime work shall also be distributed equally among qualified employees insofar as possible.

#### **7.4 Regular Work Week-Amount of Overtime Earned.**

For employees who work a regular schedule, overtime compensation shall be earned for hours worked in excess of (40) hours during a seven-day work period. The standard City work period is a calendar week which begins at 12:00 am on Monday and ends at 11:59 pm on Sunday. Current City practice/policy is to include hours in paid leave status for holidays as outlined in Section 11.2 (excluding floating holiday) toward employees' overtime thresholds.

Effective the first full pay period after adoption, hours in paid leave status for holidays as outlined in Section 11.2 (excluding floating holidays) and sick leave used will count toward time worked for purposes of determining eligibility for the overtime rate.

#### **7.5 Alternative Work Week-Amount of Overtime Earned.**

The City of Pinole provides its employees the opportunity of alternative work schedules whereby some alternative work schedules include working more than 8 hours a day and less than five days a week. The shift duration hours, work week, and work period for payroll purposes will be redefined on a case-by-case basis depending on the alternative work schedule that has been approved and related FLSA rules. In these instances, at no time is the workweek defined as being more than forty (40) hours in a week. Therefore, employees on an alternative work schedule will earn overtime only when he/she works more hours in a day than their regular work schedule as approved by the City Manager.

#### **7.6 Rate of Overtime/Compensatory Time.**

Compensation for overtime hours worked shall be paid at one and one-half times (1.5x) the employee's base hourly rate in accordance with the Fair Labor Standards Act (FLSA). Compensatory time off at the rate of one and one-half times (1.5x) the number of overtime hours worked may be accrued at the employee's request in lieu of time and one-half pay. Compensatory time off may be used at times convenient to the employee and the department provided that a reasonable advance notice of intent to use such time off is provided by the employee.

At no time shall accrued compensatory time off balance exceed eighty (80) hours with payback to be at the accrued rate. Compensatory time off is paid at the employee's FLSA overtime rate.

#### **7.7 Call Back.**



Employees called back to work shall be compensated for at least three (3) hours of pay at the rate of time and one-half the employee's base hourly rate plus mileage reimbursement at the established IRS mileage rate for all hours outside their regular work schedule. At the discretion of their Supervisor an employee called back to work shall be required to work the full three (3) hours.

A request for an employee to continue work beyond the employee's regular work schedule does not constitute "call back."

If in the event the three (3) hour call back period overlaps with the employee's regular work schedule, the employee shall be entitled to the time and one-half rate for the hours worked prior to the beginning of their regular work schedule. In addition, if the call back period overlaps the employee's regular work schedule, the employee shall receive their regular rate of pay plus an additional .5 hours for each hour of overlap.

For example: Employee's regular work schedule is from 7:00 a.m. – 4:30 p.m. (8 hours). Employee is called back to work at 6:00 a.m. Employee is entitled to time and one-half pay rate from 6:00 a.m. to 7:00 a.m., and from 7:00 a.m. to 9:00 a.m. the employee receives two (2) hours of regular pay plus call back of .5 hours for each hour of overlap (overlapping period). The .5 hours reflects the difference between the employee's regular rate of pay and the callback rate of pay.

## **7.8 Alternative Work Schedules/Flex Time.**

Based on mutual agreement of the City and the employee given City needs and staffing requirements, employees are eligible for, and may request, alternative work hours or flexible hours. These schedules must be approved by the City Manager prior to any implementation and must meet all Fair Labor Standards Act requirements.

### **Alternative Work Schedule:**

A regular schedule that is other than the standard 5/8 schedule (eight hours per day, five days per week). Examples include a 4/10 schedule (ten hours per day, four days per week) or a 9/8/1 schedule (eight, nine hour days and one eight-hour day with one day off in a biweekly pay period). Such alternatives are offered to allow workable schedules for employer and employee and must not create overtime as required under any of the Articles of this agreement or as required by law.

### **Flex-Time Work Schedule:**

A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule in accordance with a written agreement between the employee and the City.

## **7.9 Court Appearance on Off-Duty Hours by Community Services Officers.**

Any Community Services Officer appearing as a witness during off-duty hours and arising out of his/her employment by the City shall receive compensation. If the time is considered overtime then the employee shall be compensated at the overtime rate; otherwise, it shall be compensated at the base hourly rate. Any Community Services Officer so appearing shall be paid at a rate for actual time required, with a minimum of three (3) hours of compensation.

#### **7.10 Meal Allotment.**

During the term of the MOU agreement, the City shall reimburse each employee in the Local One Unit who is required to work more than four (4) hours prior to the beginning of their regular work shift or more than four (4) hours after completing their regular work shift a total of twenty dollars (\$20) for the cost of a meal.

If an employee is required to work a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day during any regular scheduled workweek, the City shall also reimburse said employee a total of twenty dollars (\$20) for the cost of a meal. This meal allotment shall be paid to the employee at the next regular payroll after the meal is incurred.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

#### **7.11 Rest Periods.**

Employees working a scheduled shift of six (6) hours or more shall be provided with one (1) paid fifteen (15) minute rest period during each one-half (1/2) of the work day. Rest periods shall be scheduled so as not to interfere with efficient operations of the City. Rest periods shall not be taken at the beginning or end of the work day, not contiguous with the employee's lunch break. Rest periods shall not be "banked" – if an employee does not take an available rest period, it shall not be carried over to the second half of the work shift or any subsequent day.

### **ARTICLE VIII.       STANDBY PAY**

#### **8.1 Employees Assigned.**

Designated employees assigned to Standby are required to remain continuously available via the City assigned cellular telephone for the time period assigned to respond to calls for service.

#### **8.2 Method of Assignment.**

Assignment for standby shall be made on an equalized rotating basis based on seniority.

#### **8.3 Cell Phone Assignments.**

City-provided cell phones will be carried for a two-week period in conjunction with pay periods. There will be a primary person and a secondary person assigned to standby status for each two-week period. There will be a seventy- (70) mile radius limit from the City of Pinole for persons carrying the cell phone.

#### **8.4 Standby Protocol.**

The Police Department will call the primary number twice in a 15-minute period. If there is no answer to these calls, the Police Department will call the secondary number. If whoever responds to a call requires assistance, they will call the other person on call. If there is no response within 15 minutes, the person who responded will call the home telephone number of the other on-call employee.

If unable to locate this person, the responding employee shall call other employees for assistance. The person not on call who responds will be remunerated at the standby pay at the holiday rate for that day. Persons on standby not responding to a call will not be paid for standby for that day (except if they had responded to another call and are unavailable).

#### **8.5 Standby Schedule Assignments.**

Schedule changes will have to have prior approval from the Public Works Director/City Engineer through the Public Works Manager or Wastewater Treatment Plant Manager.

Persons who are sick or unable to work call outs will notify their immediate supervisor in order that the cell phone may be reassigned. The replacement of person on sick leave, worker's compensation leave or on other approved leave will be on a voluntary basis.

If there are no volunteers, the next person on the schedule will be the person to carry the cell phone. He or she will be paid at the standby rate for holidays while covering an unscheduled standby shift.

#### **8.6 Standby Exceptions.**

Standby assignments for the Wastewater Treatment Plant personnel and the Wastewater Mechanic shall be identical of the above except that these personnel will carry the cell phone through Monday because of days off. There will be only one employee assigned to standby per two-week period.

#### **8.7 Rest Periods While on Standby.**

An employee on standby who is called out between 1:00 a.m. and 4:00 am and who performs a minimum of two (2) hours of work shall have a rest period of six (6) hours preceding the employee's next regularly scheduled work shift. An employee who qualifies for this rest period shall be paid for all rest hours that overlap into their next regularly scheduled work shift.

For purposes of determining the time frame of the rest period, an employee will be required to "clock out" upon their departure from their workplace. The employee shall use the City provided time method for this purpose located in their assigned workplace. It is understood that the six-hour rest period shall commence at the time the employee "clocks out" from work.

In the event of an emergency or a work related situation or problem wherein said employee is required to work, as determined by the supervisor, said employee shall report to work as normally scheduled at the overtime pay rate for the designated rest period.

#### **8.8 Amount of Standby Pay.**

During the term of this MOU agreement, the City agrees to pay the standby designee as follows:

- Weekday               \$40 per day
- Weekend             \$50 per day
- Holiday               \$60 per day

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

#### **8.9 Mileage Reimbursement While on Standby.**

Mileage reimbursement from portal to portal travel shall be paid to employees driving their personal vehicle when called back pursuant to the IRS mileage reimbursement rate in effect for all city travel.

### **ARTICLE IV.            ACTING IN HIGHER CLASSIFICATION**

#### **9.1 Pay Defined and Rate of Pay.**

In the event an employee is assigned and performs duties in a higher classification, following the fifth consecutive workday in that classification, he/she shall be placed at the lowest step of the higher classification that provides at least five percent (5%) above the employee's regular base rate of pay, so long as the range for the higher classification is not exceeded.

Notwithstanding any other provision of this agreement, the higher-level pay granted under this Section shall not inflate nor otherwise have any impact on any other special pays, allowances, or differentials granted by other portions of this Agreement.

### **ARTICLE X.            SICK LEAVE**

#### **10.1 Rate of Sick Leave Earned.**

For full-time employees working 40 or more hours a week, sick leave shall be earned and accrued at the rate of eight (8) hours for each continuous full calendar month of service and shall, or 3.69 hours per pay period in pay status. The employee must be in paid leave status for the full pay period to earn accrued sick leave and accrual shall continue from the actual, initial date of most recent employment. Sick leave shall not be available to new employees prior to completion of three continuous months of employment.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

#### **10.2 Sick Leave Incentive.**

Employee sick leave use shall be reviewed by the City at the end of each calendar year to determine if any employee qualifies for the sick leave incentive. Employees who do not use any sick leave for six consecutive months, July 1<sup>st</sup> through December 31<sup>st</sup>, and January 1<sup>st</sup> through June 30<sup>th</sup>, within the calendar year shall receive an additional four (4) hours of accrued vacation time. Employees who do not use any sick leave for the entire calendar year (12 months) will receive an additional eight (8) hours of vacation time. No employee may accrue more than eight (8) hours of vacation in any calendar year.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

#### **10.3 Use of Sick Leave for Family Care.**

Employees may use sick leave for illness or disability in his/her immediate family. The maximum amount of sick leave that may be used for this purpose in any one calendar year shall be ten (10) working days. The hours used under this section will be counted towards the maximum hours allowed if FMLA is requested within the same calendar year.

#### **10.4 Use of Sick Leave.**

Employees may use sick leave in the event of a scheduled medical or dental appointment for the eligible employee, the employee's spouse or domestic partner, or the employee's dependent children that requires the employee's absence from work. The hours used under this section will be counted towards the maximum hours allowed if FMLA is requested within the same calendar year. Sick leave shall not be available to new employees prior to completion of three continuous months of employment.

#### **10.5 Other Use of Sick Leave.**

All other conditions regulating sick leave accruals and usage contained within the duly adopted City Personnel Rules and the City Family Leave Policy shall apply to all employees.

### **ARTICLE XI. HOLIDAYS**

### 11.1 Authorized Legal Holidays.

In addition to the official holidays listed below, employees shall receive any day proclaimed by the President or Governor as a public fast, thanksgiving or holiday, and shall be considered a holiday for pay purposes. The granting of any paid time-off due to an Executive Order closing federal offices that is signed by the President of the United States, shall be at the discretion of the City.

Effective the first pay period of the fiscal year, employees shall receive twelve (12) hours of floating holiday that may be taken on any day throughout a fiscal year (July 1 to June 30) with prior approval from an employee's supervisor. The twelve (12) hours of floating holiday shall not be carried forward to the next fiscal year or cashed out.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### 11.2 List of Official Holidays.

Employees shall receive ~~twelve (12)~~thirteen (13) annual paid holidays as follows:

- |                                |                                      |
|--------------------------------|--------------------------------------|
| • January 1                    | <i>New Year's Day</i>                |
| • Third Monday in January      | <i>Martin Luther King's Birthday</i> |
| • Third Monday in February     | <i>Washington's Birthday</i>         |
| • Last Friday in March         | <i>Cesar Chavez Day</i>              |
| • Last Monday in May           | <i>Memorial Day</i>                  |
| • June 19                      | <i>Juneteenth</i>                    |
| • July 4                       | <i>Independence Day</i>              |
| • First Monday in September    | <i>Labor Day</i>                     |
| • November 11                  | <i>Veteran's Day</i>                 |
| • Fourth Thursday in November* | <i>Thanksgiving</i>                  |
| • Fourth Friday in November**  | <i>Day after Thanksgiving</i>        |
| • <u>December 24</u>           | <u><i>Christmas Eve Day</i></u>      |
| • December 25                  | <i>Christmas</i>                     |

\* 11/27/2025~~11/23/2023~~ and ~~11/28/2023~~

\*\* 11/28/2025~~11/24/2024~~ and ~~11/29/2024~~

All Holidays are eight (8) hours regardless of the employee's assigned shift. For employees working an alternative or flex work schedule, when the holiday falls on a workday in which they are scheduled to work more than 8 hours, the employee must use their accrued vacation or compensatory time off to make up the difference between the 8 hours and their scheduled hours.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### 11.3 Holidays Falling on Saturday or Sunday.

In the event that any of the aforementioned days falls on a Saturday, the preceding Friday shall be considered a holiday for pay purposes. In the event that any of the aforementioned days fall on a Sunday, the following Monday shall be considered a holiday for pay purposes.

#### **11.4 Holidays Falling on a Regularly Scheduled Day Off.**

If a holiday falls on an employee's regularly scheduled day off the employee shall exercise one of the following options:

- The employee shall receive 8 hours of straight time holiday pay – providing a total of 88 hours of straight time pay for the pay period; OR
- The employee shall take an alternate day off within two (2) pay periods (either in the same pay period as the holiday falls, or the following pay period). The employee and his/her immediate supervisor shall determine the alternate day to be taken.

#### **11.5 Compensation for Hours Worked on a Holiday.**

An employee assigned by his/her Department Head to work on a holiday listed above shall receive 8 hours of straight time holiday pay plus compensation at the overtime rate for hours actually worked on the holiday.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### **ARTICLE XII. VACATION**

#### **12.1 Vacation Schedule and Seniority.**

Upon supervisorial approval, employees shall be given their preference of vacation time, and in the case of conflict between employees, classification seniority shall prevail. To minimize any conflicts, employees shall submit request for vacation use for the preceding six (6) months on or before January 10 and July 10 of each year. Seniority referred to herein shall be defined as the date of hire by classification.

#### **12.2 Vacation Sell Back.**

An employee with a minimum of three (3) years of service has the option to sell back up to eighty (80) hours of vacation per calendar year, provided said employee has a minimum of 160 hours of vacation accumulated.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

#### **12.3 Rate of Vacation Earned.**



Employees shall accrue vacation at the following rates, to the following maximums, for continuous service performed:

| <u>Years of Completed Service</u> | <u>Hrs. Accrued Per Year/Pay Period</u> | <u>Maximum Accrual (Hrs)</u> |
|-----------------------------------|-----------------------------------------|------------------------------|
| 0 through 4                       | 96/3.69                                 | 192                          |
| 5 through 9                       | 144/5/53                                | 288                          |
| 10 through 15                     | 160/6.15                                | 320                          |
| 16+                               | 192/7.38                                | 384                          |

Once an employee reaches their maximum vacation accrual hours, they will no longer accrue vacation leave until they reduce their balance below the cap. Vacation will be accrued based on the years of services, by 26 pay periods to the second digit. An employee must be in a paid status for the full pay period in order to accrue vacation leave.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

## **ARTICLE XIII. MEDICAL INSURANCE**

### **13.1 Medical Insurance Provided.**

For full-time regular employees, the City agrees to contribute toward the employee's health premium as follows:

Effective January 1, ~~2023-2025~~ the City's contribution toward the employee's health premium will reflect the ~~2022-2024~~ Kaiser rate at each level of coverage.

Effective January 1, ~~2024-2026~~ the City's contribution toward the employee's health premium will reflect the ~~2023-2025~~ CalPERS Public Agency Kaiser rate at each level of coverage.

~~Effective January 1, 2025, the City's contribution toward the employee's health premium will reflect the 2024 CalPERS Public Agency Kaiser rate at each level of coverage.~~

The City pays the medical premiums for the preceding month in the prior month. Employees share of medical premium are also deducted concurrently with the one month in advance. Any increase in the premium the City agrees to pay towards employees medical will be applied concurrently with the employee deduction.

Represented employees are free to choose any health care plan offered under the CalPERS Health Care Program.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### **13.2 Retiree Medical Insurance.**



During the term of this MOU the City will contribute toward retiree health premiums as follows:

Existing City retirees and current City employees hired before September 1, 2010, receive a City contribution toward their retiree health premium equal to that provided to current active employees.

Current City employees hired before September 1, 2010, shall be offered the option to opt into the CalPERS Vesting Program upon retirement. If the employee opts-in to the CalPERS Vesting Schedule Program (GC 22893), the decision is irrevocable (permanent) as CalPERS does not allow the employee to opt out later.

Current City employees hired on or after September 1, 2010, will receive a City contribution toward their retiree health premium in an amount as described by the CalPERS Vesting Program (GC 22893), and summarized in the table below.

The CalPERS Vesting Program is regulated by Government Code 22893 and applies to City employees hired on or after September 1, 2010, and retired City employees hired before September 1, 2010, who voluntarily opt in upon retirement.

Every year CalPERS calculates the State contribution rates towards retiree health premiums, referred to as State Annuitant Contribution Rates. If the rate or vested amount does not cover the entire cost of the health premium, the retired employee is responsible for the difference.

A City retiree is eligible to receive a contribution towards the retiree medical premium if:

1. The City retiree has a minimum of ten (10) years of CalPERS earned service credit to receive 50% of the employer contribution.
  - a. Credited service is compensated CalPERS service time earned (G.C. 20069).
  - b. Purchased "Additional Retirement Service Credit (ARSC)" does not qualify as it is not earned service.
2. Five (5) of those ten (10) years of CalPERS earned service credit must be performed at the City of Pinole.
  - a. Each additional CalPERS earned service credit year after the completion of ten years increases the City's contribution percentage by 5% until the completion of 20 years, at which time the retiring employee is eligible for 100% of the State Annuitant Contribution Rate (100/90 formula).

| CalPERS Credited Years of Earned Service | Percentage of City Contribution Based On The State's Rate |
|------------------------------------------|-----------------------------------------------------------|
| 10                                       | 50                                                        |
| 11                                       | 55                                                        |
| 12                                       | 60                                                        |
| 13                                       | 65                                                        |
| 14                                       | 70                                                        |
| 15                                       | 75                                                        |
| 16                                       | 80                                                        |
| 17                                       | 85                                                        |
| 18                                       | 90                                                        |
| 19                                       | 95                                                        |
| 20 or more                               | 100                                                       |

### **13.3 Medical In-Lieu Payments.**

Eligible full-time employees shall be allowed to receive payment in lieu of medical insurance as follows:

- One-party coverage = \$225 per month or \$103.85 per pay period
- Two-party coverage = \$450 per month or \$207.69 per pay period
- Family coverage = \$600 per month or \$276.92 per pay period

An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be received, and annually thereafter. Employees will be subject to provisions of the City's health plans in the event termination of the medical in-lieu benefit and resumption of medical coverage is desired.

Employees electing the medical in-lieu option shall be entitled to an adjustment in the amount received for this option should their coverage election change. It is the duty of the employee to notify Human Resources of any such changes.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

## **ARTICLE XIV. DENTAL INSURANCE**

### **14.1 Dental Insurance Provided.**

During the term of this MOU agreement, the City agrees to pay the premium for employees as defined in Section 1.3 plus Family coverage if desired. Selection of the carrier shall be at the discretion of the City. The City provided dental insurance plan

provides for a maximum annual dental payout of \$1,500 for each employee and for each employee's eligible dependents.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

#### **14.2 Orthodontic Insurance Provided.**

During the term of this MOU agreement, employees as defined in Section 1.3, the City agrees to pay the premium for the employee and up to Family coverage if desired. Selection of the carrier is at the discretion of the City. The City provided orthodontic insurance plan provides for a maximum lifetime orthodontic payout of \$1,500 for each employee and for each employee's eligible dependents.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### **ARTICLE XV. VISION INSURANCE**

#### **15.1 Vision Insurance Provided.**

During the term of this MOU agreement, the City agrees to pay the premium for employees as defined in Section 1.3 and up to full family vision care coverage. The City provided plan shall provide for a \$20 co-payment for examination and a \$20 co-payment for materials. Selection of the carrier shall be at the discretion of the City.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### **ARTICLE XVI. LIFE INSURANCE**

#### **16.1 Life Insurance Provided.**

During the term of this MOU agreement, the City agrees to provide term life insurance in the amount of one times (1x) the employee's annual base wage salary for employees as defined in Section 1.3 in the Local One unit. Selection of the carrier shall be at the discretion of the City.

#### **16.2 Life Insurance Premium Rates.**

During the term of this MOU agreement, the City shall pay the premium for life insurance coverage of one times (1x) the employee's annual base wage salary for employees as defined in Section 1.3, per year per employee in the Local One unit.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

## **ARTICLE XVII.      DISABILITY INSURANCE**

### **17.1    Disability Insurance Provided.**

The City participates in CASDI for short term disabilities and shall provide a Long Term Disability (LTD) Benefit as described in 17.2. The costs of this program are the responsibility of the employee and are paid through payroll deductions.

### **17.2    Long Term Disability Insurance.**

During the term of the MOU agreement, the City shall provide employees as defined in Section 1.3, at its own expense, long term disability insurance of two-thirds of salary up to six thousand dollars ((\$6,000) per month (four thousand dollars (\$4,000)) maximum benefit) with a consecutive 90-day waiting period.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### **17.3    Disability Insurance Option for Upgrade.**

Employees have the option to upgrade the Long-Term Disability plan to provide two-thirds of salary up to \$5,000 per month at employee expense; provided that all Local One unit members opt for this upgraded coverage with said expense taken as a payroll deduction.

## **ARTICLE XVIII.      FLEXIBLE BENEFITS PLAN, DOMESTIC PARTNERSHIP AND COVERAGE DEFINED**

### **18.1    Flexible Benefits Plan.**

The City will pay the costs for administering a flexible benefits plan for bargaining unit members. Selection of the benefit provider shall be at the discretion of the City. If the City decides to change the administrator for this benefit it will notify the Union not less than thirty (30) calendar days prior to the anticipated change date and offer to meet and confer with the Union over the impacts of said change.

### **18.2    Domestic Partnership and Coverage Defined.**

A Domestic Partnership is defined pursuant to the California Family Code. The City, in accordance with CalPERS regulations, will allow coverage for eligible domestic partners of employees under the medical, dental and vision health care plans. Prior to any coverage being provided, the employee must provide proof of domestic partnership in the form of a valid Certificate of Domestic Partnership issued by the California Secretary of State.

## **ARTICLE XIX.      TUITION REIMBURSEMENT PROGRAM**

### **19.1 Eligibility for Participation in the Tuition Reimbursement Program.**

After completing one (1) year of service with the City, an employee is eligible to participate in the tuition reimbursement program. To be eligible, an employee must satisfactorily complete three or more semester units in accredited qualifying job-related courses as approved by the Department Head and the City Manager.

Upon completion of the course(s) with a passing grade of "C" or better, or "pass" if taken as pass/fail, the employee shall receive reimbursement for tuition, books and related expenses to a maximum annual amount of \$600 per calendar year. To receive reimbursement the employee must complete the Tuition Reimbursement form, submit copies of receipts for expenses, and proof of his/her final grade.

All education or other training courses approved under this program shall be completed on an employee's own time and at his/her own expense.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

## **ARTICLE XX. PREMIUM PAY**

### **20.1 Pesticide Applicators License.**

During the term of the MOU agreement, when not required by the employee's classification, the City will pay those employees who have a current Pesticide Applicator's License and utilize said license in their job responsibilities an additional eighty-five dollars (\$85) per month. The City will assume all costs of maintaining such licenses. The Department Manager with the approval of the City Manager will determine whether an employee is eligible for the additional pay.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### **20.2 Agricultural Pest Control License.**

During the term of this MOU agreement, when not required by the employee's classification, the City will pay those employees who have a current Agricultural Pest Control Adviser's License and utilize said license in their job responsibilities an additional eighty-five dollars (\$85) per month. The City will assume all costs of maintaining such licenses. The Department Manager with the approval of the City Manager will determine whether an employee is eligible for the additional pay.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### **20.3 Wastewater Treatment Plant Operators Grade License.**

During the term of the MOU agreement, when not required by the employee's specification, the City will pay those employees who have a current Wastewater

Treatment Plant Operator's Certification Grade III License or above eighty-five dollars (\$85) per month. Employees who possess a higher-grade certificate than what is required in their assigned job classification shall also be eligible for this pay. For example, if an employee is classified by the City as a Wastewater Treatment Plant Operator I and possesses a State Wastewater Treatment Plant Operator II certification, he/she is eligible for this pay.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

#### **20.4 International Certified Building Official Certificate.**

During the term of this MOU agreement, when not required by the employee's classification, the City will pay those employees who have a current International Certified Building Official Certificate and utilize said certificate in their job responsibilities an additional eighty-five dollars (\$85) per month. The City will assume all costs of maintaining such licenses. The Department Manager with the approval of the City Manager will determine whether an employee is eligible for the additional pay.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

#### **20.5 ASE Refrigerant Recovery and Recycling Review Certificate.**

During the term of this MOU agreement, when not required by the employee's classification, the City will pay those employees who have a current Air Conditioning License and utilize said license in their job responsibilities an additional eighty-five dollars (\$85) per month. The Department Manager with the approval of the City Manager will determine whether an employee is eligible for the additional pay.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

#### **20.6 Educational Degrees.**

During the term of this MOU agreement, the City will pay those employees who have earned degrees from accredited college institution additional pay as follows:

- Associates of Art/Science Degree period \$ 75.00 per month or \$34.61 per pay period
- Bachelor of Arts/Science Degree period \$150.00 per month or \$69.23 per pay period

An employee is only eligible to receive educational degree premium pay for either an Associates of Arts/Science degree or Bachelor of Arts/Science degree. This amount of pay is based on an employee possessing either an AA/AS or a BA/BS degree and not for both. An employee is not eligible to receive this pay for multiple degrees and/or disciplines.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

This Educational Degree Pay shall only be paid to employees holding a degree beyond that which is required for their classification, as outlined in the job description. Effective July 1, 2010, employees currently receiving Degree Pay, who hold a position which requires the degree, shall continue to receive the pay until such time as they separate from employment or otherwise move from that position.

## **20.7 Bilingual Pay.**

During the term of this MOU agreement, any employee who in the regular course of their employment and after successfully passing a City administered oral and written test, uses their bilingual proficiency on a regular basis for the benefit of the City shall receive bilingual pay of an additional 5% of their monthly base salary. This premium pay will be effective the first day of the pay period following successful completion of the testing process. The City retains the discretion to determine which classifications/positions and which languages, are eligible. This benefit shall not compound, nor be compounded by, any other additional compensation.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

## **ARTICLE XXI. RETIREMENT**

### **21.1 CalPERS Retirement Plan.**

The City shall provide retirement benefits through a contract with the Public Employees Retirement System (CalPERS). The City's retirement plan is the 2.5% at 55 Plan for "classic" employees as defined by PEPR and CalPERS. Employees hired on or after January 1, 2013 that are "New Members" as defined by PEPR and CalPERS are under the 2% at 62 Plan.

### **21.2 Employee and Employer Contribution Rates.**

Employees under the 2.5% @ 55 plan shall pay the full eight percent (8%) of the required CalPERS Employee Contribution Rate. In accordance with PEPR, employees hired on or after January 1, 2013 that are "New Members" as defined by PEPR and CalPERS will be responsible to pay their contribution to CalPERS equal to 50% of the total normal cost for their defined Plan as determined by CalPERS.

The retirement contribution sharing formula for the CalPERS Employer Contribution Rate under the 2.5% at 55 Plan shall be as follows:

- A. ~~Effective the full pay period that contains July 1, 2021, the employee's total CalPERS contribution (combined Employee contribution and Employee's share of the City's contribution) for employees shall be eighteen percent (18%).~~

- ~~B.~~—Effective the full pay period that contains July 1, 2022, the employee's total CalPERS contribution (combined Employee contribution and the Employee's share of the City's contribution) for employees shall be fifteen percent (15%).

### **21.3 457(b) Deferred Compensation and Roth IRA Plans.**

The City will establish a 457(b) Deferred Compensation Plan and a Roth IRA Plan for bargaining unit members who may elect to contribute to either or both of these plans to the extent allowed by law.

## **ARTICLE XXII. LAUNDRY SERVICE, SAFETY SHOE, UNIFORM AND SAFETY EQUIPMENT ALLOWANCE**

### **22.1 Uniform Laundry Service.**

The City shall provide a weekly laundry service to all represented maintenance and related classes for which the City requires standard attire. The City maintains the ability to modify laundry service levels based on need requirement. In accordance with CalPERS compensation requirements, the cost of uniform laundry services provided to an employee shall be reported as compensation to the employee.

### **22.2 Safety Shoes.**

The allowance provided by the City for the purchase of safety shoes, except for the Police Property Specialist, for maintenance and related job classifications for which the City requires safety shoes is two hundred twenty-five dollars (\$225) per year paid the first pay period in January annually. The allowance paid to employees becoming eligible throughout the year shall be prorated.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### **22.3 Community Services Officer and Police Property Specialist Uniform Allowance.**

During the term of this MOU agreement, the City-provided uniform allowance for Community Services Officers and Police Property Specialist shall be \$650.00 per calendar year and paid on a pro-rated basis each pay period within that year. The total allowance paid to employees becoming eligible for the allowance throughout the year shall be prorated for that year.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### **22.4 Community Services Officer and Police Property Specialist Safety Equipment.**



#### **22.4.1 Police Property Specialist.**

Employees in the classification of Police Property Specialist shall be provided safety equipment by the Department, including a flashlight and holder and radio and holder, and other safety equipment as deemed necessary by the Department.

#### **22.4.2 Types of Safety Equipment Required-Sworn.**

Community Services Officers (CSO) are required to purchase, maintain and replace the following items of safety equipment: duty belt, handcuffs, handcuff case, mace holder, baton holder, flashlight, baton, belt keepers (4), rain gear. The City will provide all other safety items as deemed necessary.

#### **22.4.3 Safety and Repair of Safety Equipment.**

Each CSO shall have available and maintain in proper working order each of the above-listed items according to Department standards. The City will repair or replace City issued equipment other than safety equipment listed in Section 22.4.2, that is not in a usable state due to damage or deterioration.

#### **22.4.4 Amount of Safety Equipment Allowance.**

The City will provide each CSO \$130.00 per fiscal year (\$5.00 per pay period), for the purchase of the safety equipment listed in Section 22.4.2.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

#### **22.5 Withholding Payment of Clothing Allowance.**

Payment of the clothing allowance shall be withheld from employees in the following types of status:

- a. injury leave or sick leave in excess of three consecutive months;
- b. Medical leave of absence without pay; and/or
- c. Any leave, paid or unpaid, following an application for disability retirement.

It is the intent of this Article that the clothing allowance be paid only in those circumstances in which it can reasonably be expected that a represented employee is, or in the near future will be, available for work requiring the use of uniforms, extended vacation leave excepted.

### **ARTICLE XXIII. CERTIFICATION FEES**

#### **23.1 Payment for Certificate Issuance and Renewals.**

Costs involved in the issuance and renewal of certificates required by the City as a condition of employment in a regular status with the City shall be paid directly or reimbursed by the City to the employee.

### **23.2 Payment of Department of Transportation License Fees.**

Driver's license fees shall not be included as a reimbursable cost; however driver's license fees related to Department of Transportation requirements, that is Class A or B license fees and the related medical examination shall be paid by the City.

An employee shall have the option to utilize any of the City's approved medical providers for the required medical examination (Concentra or Muir Diablo). The employee shall also have the option to use the Provider of their choice, however they shall only be reimbursed up to the City annually negotiated rates with Concentra and Muir Diablo.

## **ARTICLE XXV.     BEREAVEMENT LEAVE**

### **25.1 Paid Bereavement Leave.**

Any employee who is absent from work by reason of the death of a member of his/her immediate family may be allowed a paid bereavement leave with full pay not to exceed five (5) workdays per incident. Certification of loss may be required under certain circumstances. However, when it is reasonable and necessary and good cause is shown, and upon approval of the Department Head and City Manager, three (3) additional paid bereavement days may be granted for such leave. All bereavement leave must be taken within one year of said incident. The days which are used as time off do not have to be consecutive. In order to receive compensation while absent on bereavement leave, the employee shall notify his or her immediate Supervisor or the Department Head prior to the time set for beginning his/her next shift.

### **25.2 Definition of Immediate Family.**

For purposes of this section immediate family shall be defined to include spouse or eligible domestic partner certified by the California Secretary of State, child or stepchild, father, mother, step father, step mother, grandfather, grandmother, grandchild, brother, sister, step sister, step brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, niece, or nephew, of the employee.

## **ARTICLE XXVI.     GRIEVANCE PROCEDURE**

### **26.1 Grievance Defined.**

A grievance is any dispute which arises out of the application, enforcement, or interpretation of this Agreement, the City Personnel Rules, other applicable regulations, policies or procedures governing personnel practices or working conditions.

## **26.2 Reflection for Use of Procedure.**

Use of this procedure shall not reflect unfavorably on the employee, the Supervisor(s), the Department Manager(s), or the general management of the City. Retaliatory or discriminatory action against an employee for using this procedure or discrimination in the application of a rule or policy shall be a violation of City policy.

## **26.3 Grievance Procedure Defined.**

This grievance procedure is established to accomplish the following objectives:

- a. To settle the disagreement at the employee-supervisor level, if possible.
- b. To provide an orderly procedure to handle the grievance, through each level of supervision, if necessary.
- c. To resolve the grievance as quickly as possible.
- d. To correct, if possible, the cause of the grievance to prevent future similar complaints.
- e. To reduce the number of grievances by allowing them to be expressed thereby adjusting and eliminating grievances.
- f. To promote harmonious relations among employees, their supervisors, and the departmental staff.
- g. To insure fair and equitable treatment of all employees.

## **26.4 Grievance Process.**

Conduct of Grievance Procedure shall be as follows:

- a. An aggrieved employee may be represented by his/her recognized employee organization, other representative of his/her choosing, including an attorney or may represent him or herself in preparing and presenting his grievance at any level of review.
- b. The employee and his representative(s), if any, may use a reasonable amount of work time, as determined by the appropriate management supervisor, if conferring about and in presenting a grievance.
- c. Any monetary grievances shall be limited to the date the grievance was originally filed in writing or otherwise as provided in Step I of the Grievance

Procedure, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.

- d. The time limit specified in this article may be extended by mutual agreement of the aggrieved employee and the reviewer concerned.
- e. Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step.
- f. The grievance may be considered settled if the decision of any step is not appealed within the specified time limit.

## **26.5 Grievance Procedure.**

The Grievance Procedure shall be as follows:

### **Step 1.**

The aggrieved employee will first attempt to resolve the grievance through informal discussion with his immediate supervisor by the end of the tenth calendar day following the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level.

A grievance involving disciplinary action cannot be resolved at a level less than that at which the decision for disciplinary action was made. The aggrieved employee may petition to the individual who initiated the action being grieved; or, may petition the next higher level of supervision for resolution of the grievance.

### **Step 2.**

If the grievance is not resolved through the informal discussions, the employee will reduce the grievance to writing and submit copies to his Department Manager and the Personnel Officer within ten (10) calendar days of the discussion with his or her immediate supervisor.

The Department Manager shall have ten (10) calendar days from the receipt of a written grievance to review the matter and prepare a written response.

### **Step 3.**

If the grievance is not resolved in Step 2, the aggrieved employee may appeal the decision of his Department Manager to the City Manager in writing within ten calendar days of the receipt of the Department Manager's response. If the employee wishes, he or she may request to have the grievance reviewed by an Employee Appeals Board, prior to review by the City Manager, and he or she must so indicate in his or her appeal to the City Manager.

If the aggrieved employee selects to submit the grievance first to the Employee Appeals Board, the Board shall be convened to hear the grievance on its merits with the purpose of attempting to resolve it in a satisfactory manner. This Board shall consist of three (3) members. One member shall be appointed by the affected employee or the Union; one member shall be appointed by the City; and the third member who shall act as chairperson, shall be selected by the other two members.

No member of the Board shall be a person in the normal line of supervision nor from within the same department or division as the affected employee. No member of the Board shall be compensated by the City for serving on the Board except that if a City employee serves on the Board, he/she shall be released for such service without loss of regular straight time compensation during his/her normal work hours.

The Employee Appeals Board shall then determine the facts of the grievance and submit a report of its findings along with a recommendation for settlement within ten calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee.

Upon receipt of the employee's appeal and/or report and recommendations of the Employee Appeals Board, the City Manager may elect the methods he then considers appropriate to review and settle the grievance. He/she shall render a written decision to all parties directly involved within fifteen (15) calendar days after receiving the employee's appeal, or if the Employee Appeals Board procedure was utilized, after receipt of the Employee Appeals Board report.

If the grievance results from disciplinary action taken against the employee, and steps one and two of the grievance procedure have been exhausted, the City Manager as Hearing Officer shall conduct a hearing, within 30 days of the receipt of the employee's appeal or Employee Appeals Board report if such has been requested. However, upon receipt of an Employee Appeals Board report, the grievance procedure may be concluded if mutually agreed between the grievant and the Department Manager.

If a hearing, though, is to be conducted, the City Manager may continue the hearing either for the convenience of the City or upon written application of the employee for a period not to exceed an additional 30 days. Written notice of the time and place of the hearing, and any continuance thereof, shall be given to the employee.

Such hearing shall be conducted in accordance with the provisions of Section 11513 of the Government Code of the State of California, except that the employee and other persons may be examined as provided in Section 19580 of the Government Code, the employee may be represented by an attorney or his recognized employee organization, and the parties may submit all proper and competent evidence against or in support of the causes. The City Manager shall render a written decision within fifteen days after concluding the hearing, and the decision of the City Manager shall be final and not subject to review or appeal by the City Council.

## **ARTICLE XXVII. PROBATIONARY PERIOD**

### **27.1 Objective of the Probationary Period.**

The probationary period shall be regarded as part of the selection process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for releasing any probationary employee whose performance in the opinion of the Department Head and/or the City Manager does not meet the required standards of work. Nothing in this policy is intended to limit the reasons for which an employee may be released during the probationary period. Release of an employee during the probationary period may be with or without cause and with or without prior notice to the employee.

### **27.2 Probationary Period.**

All original appointments shall be tentative and subject to a probationary period of twelve (12) months of active duty from the date of probationary appointment. All promotional appointments shall be tentative and subject to a probationary period of six (6) months of active duty from the date of promotion. Days absent without pay, or leaves with pay exceeding thirty (30) calendar days during the probationary period shall extend the probationary period by the same number of days so as to result in a probationary period of active working duty for the required six (6) or twelve (12) months of active duty. Employees who transfer to another position in the same classification shall not be required to undergo a new probationary period for the position into which he/she is transferring, provided the employee has completed the probationary period in the classification at the time of transfer. During the initial probationary period, the employee may be released at any time by the City Manager, City Manager's designee, and/or the Department Head with or without cause and with or without prior notice. An employee released during the probationary period has no right to appeal or grieve the release.

The Department Head may extend, the initial probationary period beyond the twelve (12) months of active duty when in the opinion of the Department Head, and the City Manager additional time is necessary to evaluate the employee's effectiveness in his/her position. The probationary period shall not exceed eighteen (18) months of active duty.

### **27.3 Promotional Probationary Period.**

An employee who has previously completed the requisite probationary period for an initial appointment and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee was dismissed for cause from employment during the promotional probationary period, the employee shall not be entitled to such reinstatement rights. An employee rejected during the promotional probationary period has no right to appeal or grieve the rejection.

## **ARTICLE XXVIII. Union Membership, Due Deduction, and New Employee Orientation**

### **28.1 Union Membership.**

The City upon receipt of a certified written member list issued by a duly authorized Union official, shall deduct dues and voluntary deductions selected by members, as established by the Union from the salaries of its members. The Union shall notify the City in writing as to the amount of such dues uniformly required of all members of the Union and the amounts of any Union sponsored benefit deduction for its members. The sums so withheld shall be remitted by the City, without delay, along with a list of employees and their respective dues and voluntary deductions. The Union bears responsibility for allocating dues and voluntary deductions pursuant to the employee's request.

The employees' earnings must be sufficient after legal and required deductions are made to cover the amount of the dues or deductions. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover the pay period from the future earnings. In the case of an employee who is in a non-pay status doing only part of the pay period, and the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues and service fees.

### **28.2 Annual AFSCME/Local One Financial Reports Required.**

AFSCME / Local One shall submit copies of the financial report required pursuant to the labor management disclosures act of 1959 to the City Manager once annually. Copies of such reports shall be available to employees at the office of the union.

### **28.3 Indemnification.**

AFSCME / Public Employees Union, Local One shall indemnify and hold the City and its officers and employees harmless from any and all claims, demands, suits, or any other actions arising from the collection of dues and deductions herein. In no event shall the City be required to pay for from its own funds Union dues, or deductions that the employee was obligated to pay, but failed to pay, regardless of the reason.

### **28.4 AB119 - New Employee Orientation (NEO).**

Assembly Bill AB119 (New Employee Orientation- NEO) requires that the public employer (City of Pinole) shall provide the exclusive representative (AFSCME Council 57/ Public Employees Union, Local One) of said employees, mandatory access to its new employee orientations. The parties agree to the following and acknowledges the parties' obligation to negotiate pursuant to Government Code Section 3557 and as such, parties waive their right to compulsory arbitration provided in Government Code Section 3557.



New employee orientation (NEO) means an "in person" meeting designated as such and scheduled with representatives of the City to advise and inform new employees of their employment benefits, responsibilities, Union/City Rules, and other similar related matters. Currently, the City performs new employee orientations. However, there may be instances where orientations are held on a different date and/or time following their actual start date due to business needs. Typically, the orientation process lasts one (1) to two (2) hours and occurs during working hours.

### **28.5 Notice Requirements.**

The City of Pinole shall make every effort to provide written notice (by email or letter) to the Union of all new employee orientations, which they represent, at least fifteen (15) calendar days, no less than ten (10), prior to the scheduled orientation. The new employee orientation notice provided to the Union shall include the date, time, and location of the orientation. This will allow for proper scheduling to ensure that representative(s) from the Union are available to meet with the employee prior to or following the orientation session. If the Union or its representative are not available on the day or time The City has scheduled its orientation, The City will allow the Union to meet with the new employee within a week of hire.

AFSCME Council 57 /Public Employees Union, Local One will be provided the opportunity to have its Unit President or the Union's chosen designee to meet with the new employee for up to 45 minutes of uninterrupted private time prior to, or following, the NEO. The Union may provide for example, literature, written materials, packet of information, and or a visual presentation about its Union to the new employee(s).

The Union's portion of the NEO will be conducted during paid City time as a regular part of the new employee orientation. Typically, the Union's representatives are comprised of the Business Agent and/ or the Unit President / or chosen designee bargaining unit member. Approval from the Department Director shall be authorized prior to a bargaining unit member attending the new employee orientation. At no time shall the bargaining unit member (acting as a Union representative) meeting with the new employee result in any overtime or additional costs to the City. A bargaining unit member attending the orientation as a Union representative shall do so during their regular working hours so as to not incur additional costs to the City. If release time is requested, the Union will provide The City, in advance notice, of the name(s) of the bargaining unit member(s) who they wish to attend the orientation.

During the new employee orientation, The City shall clearly communicate to each new employee hired into a position/classification represented by the (AFSCME/ Local One) bargaining unit, that the employee's position is represented by AFSCME / Local One. To properly identify current leaders, the Union will provide a roster of current representative(s) to the City of Pinole prior to such orientation.

### **28.6 Reporting Requirements.**

Within 30 days of hire or by the first pay period of the month following hire, The City shall provide Public Employees Union, Local One with the name, job title, department,



work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer, as well as home address of all newly hired employees. AB119 requires that The City provide the Union with this information for all employees in the bargaining unit at least every 120 days.

## **ARTICLE XXIX. MANAGEMENT RIGHTS**

Unless specifically in conflict with this Memorandum of Understanding (MOU), all management rights shall remain vested exclusively with the City. City management rights include but are not limited to:

- a) The right to determine the mission of the City, including without limitation the City's agencies, department, divisions, boards, and commissions;
- b) The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, location and assignments of performing all work; and the composition, assignment, direction location and determination of the size and mission of the work force;
- c) The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for an position(s) within the City;
- d) The right to review and inspect, without notice, all City-owned facilities, including without limitation, desktop computers, work areas and desks, email, computer storage drives, voicemail systems, as well as filing cabinet systems;
- e) The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work, however, the City will meet and discuss with the Union prior to contracting out work normally completed by classifications within the bargaining unit. ~~The City will meet with the Union no later than December 31, 2023, to provide the current status and to review bargaining unit work contracted out at the time of ratification;~~
- f) The right to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualification are met;
- g) The right to maintain and modify the City's Pay and Classification Plan subject to "meet and confer" requirements;
- h) The right to establish and enforce Employee Performance Standards and Employee Performance Evaluations;

- i) The right to schedule and assign work, make reassignments and assign overtime work;
- j) The right to hire, fire, promote, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade all employees;
- k) The right to establish and modify bargaining units and to assign new or amended job classifications to particular bargaining units;
- l) The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully in good faith regarding any City investigation; and
- m) The right to maintain orderly, effective and efficient operations.

“The City's reservation of its management rights does not modify the City's obligation to meet and confer on the impacts of management rights decisions on the terms and conditions of employment of employees covered by this MOU, to the extent that meet and confer would be otherwise required by the Meyers Miliias Brown Act.”

## **ARTICLE XXX. DURATION**

### **30.1 Term.**

This Agreement shall be in full force and effect from July 1, ~~2023~~2025, to and through June 30, ~~2025~~2026.

### **30.2 MOU “Meet and Confer” Obligations.**

It is mutually agreed that the approval and ratification of this Memorandum of Understanding relieves the City of any and all further obligations to meet and confer regarding the provisions of this agreement, as required by the Government Code of the State of California for the period covered by this agreement, except as to the provisions of Section 28.3.

Otherwise, nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring, and making modifications hereto by mutual consent.

The parties shall begin meeting to negotiate a successor agreement no later than February 1, ~~2025~~2026, or other date agreed to by the parties.

### **30.3 Notice of Termination.**

This Agreement shall continue in force and effect thereafter from year to year unless either party gives written notice one hundred and twenty (120) days prior to the expiration date, or any annual anniversary date thereafter to terminate or modify this Agreement.

**30.4 Effective Date.**

All provisions contained in this agreement are effective on the agreement execution date unless otherwise specified.

**30.5 Continuation of MOU in Light of Federal/State Law Changes.**

In the event any portion of this Agreement is declared null and void by superseding Federal or State law, the balance of the Agreement shall continue in full force and effect, and the parties shall commence negotiations to ensure that the superseded portion shall be rewritten to conform as closely as is possible to the original intent.

**[SIGNATURES ON NEXT PAGE]**

## **SIGNATURES**

### **CITY OF PINOLE**

\_\_\_\_\_  
Kelcey Young, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Markisha Guillory, Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stacy Shell, Human Resources Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlene Davis, Human Resources Analyst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gregory Ramirez, Chief Negotiator

\_\_\_\_\_  
Date

### **AFSCME PUBLIC EMPLOYEES UNION LOCAL 1**

\_\_\_\_\_  
Ana AvilesAvila, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nathaniel Bull, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jose Garcia, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joanna Nunes, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linda Segundo, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa A. Davis, Chief Negotiator and  
Senior Business Agent

\_\_\_\_\_  
Date

## **ATTACHMENT A - SALARY SCHEDULE**

## **ATTACHMENT B - RESOLUTION**

## **ATTACHMENT C - CSO COURT APPEARANCE OVERTIME**

**ATTACHMENT D – SIDE LETTER “RETIREE MEDICAL COMMITTEE”**

WHEREAS, the parties have engaged in good-faith negotiations;

NOW, THEREFORE, The parties agree to form an employer-employee committee consisting of up to five members from the employer and up to five (5) members from the Union to explore sustainable retiree medical plan options and make recommendations to the City.

The committee will have their first meeting by July 1, 2026, and shall meet at dates and times thereafter as agreed to by the Parties.

This Side Letter of Agreement shall not be included in the successor agreement.

**FOR CITY OF PINOLE:**

|                                               |            |
|-----------------------------------------------|------------|
| <hr/> Kelcey Young, City Manager              | <hr/> Date |
| <hr/> Markisha Guillory, Finance Director     | <hr/> Date |
| <hr/> Stacy Shell, Human Resources Director   | <hr/> Date |
| <hr/> Charlene Davis, Human Resources Analyst | <hr/> Date |
| <hr/> Gregory Ramirez, Chief Negotiator       | <hr/> Date |

**FOR AFSCME PUBLIC EMPLOYEES UNION LOCAL 1:**

|                                   |            |
|-----------------------------------|------------|
| <hr/> Ana AvilesAvila, President  | <hr/> Date |
| <hr/> Nathaniel Bull, Team Member | <hr/> Date |



---

Jose Garcia, Team Member

---

Date

---

Joanna Nunes, Team Member

---

Date

---

Linda Segundo, Team Member

---

Date

---

Lisa A. Davis, Chief Negotiator and  
Senior Business Agent

---

Date

## **ATTACHMENT E – “ME TOO CLAUSE”**

WHEREAS, the parties have engaged in good-faith negotiations;

NOW, THEREFORE, The parties agree to apply the following, in the 2025-2026 MOU succeeding the Memorandum of Understanding (MOU) that expired on June 30, 2025:

1. General Salary Increases (GSI). If the City provides any other bargaining unit (i.e., AFSCME Local 512 or Pinole Police Employees' Association) with a GSI different than those provided in the MOU expiring on June 30, 2026 (2025-2026 MOU), then the City shall adjust the salary rates contained in the successor agreement so that it is equal to the increases and the effective dates granted employees in the other bargaining units successor agreements.
2. Health Insurance Benefit. If the City provides any other bargaining unit with a Health Insurance Benefit contribution different than the provisions in the 2025-2026 MOU, the City shall adjust the HIB provisions contained in the successor agreement so that they are equal to the HIB benefit contained in the other bargaining units' successor agreements.
3. Deferred Compensation. If the City provides any other bargaining unit with a Deferred Compensation benefit different than the provisions in the 2025-2026 MOU, the City shall adjust the Deferred Compensation provisions contained in the successor agreement so that they are equal to the Deferred Compensation benefit contained in the other bargaining units' successor agreements.
4. Term of Agreement. The term of agreement in the successor agreement shall be equal to the length of the agreement reached by any other bargaining unit.

### **EXPIRATION**

This Side Letter of Agreement shall expire once its provisions, as necessary, are incorporated into the successor agreement through amendments to its final language.

This Side Letter of Agreement shall not be included in the successor agreement.

### **FOR CITY OF PINOLE:**

\_\_\_\_\_  
Kelcey Young, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Markisha Guillory, Finance Director

\_\_\_\_\_  
Date

---

Stacy Shell, Human Resources Director

---

Date

---

Charlene Davis, Human Resources Analyst

---

Date

---

Gregory Ramirez, Chief Negotiator

---

Date

**FOR AFSCME PUBLIC EMPLOYEES UNION LOCAL 1:**

---

Ana AvilesAvila, President

---

Date

---

Nathaniel Bull, Team Member

---

Date

---

Jose Garcia, Team Member

---

Date

---

Joanna Nunes, Team Member

---

Date

---

Linda Segundo, Team Member

---

Date

---

Lisa A. Davis, Chief Negotiator and  
Senior Business Agent

---

Date



## CITY COUNCIL REPORT

9.E.

**DATE:** JULY 15, 2025  
**TO:** MAYOR AND COUNCIL MEMBERS  
**FROM:** Stacy Shell, Human Resources Director, 510-741-3864, sshell@pinole.gov  
**SUBJECT:** ADOPT A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PINOLE AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) UNION LOCAL 512 FOR THE PERIOD OF JULY 1, 2025 – JUNE 30, 2026

### **RECOMMENDATION**

Staff recommends that the City Council adopt a resolution approving a Memorandum of Understanding (MOU) between the City and American Federation of State, County, and Municipal Employees (AFSCME) Union Local 512 for the period of July 1, 2025 – June 30, 2026.

### **BACKGROUND**

The current MOU between the City and AFSCME Local 512 expired on June 30, 2025. In accordance with the provisions of the Meyers-Milias-Brown Act, the City and the representatives of AFSCME Local 512 must meet and confer in good faith in an effort to reach agreement on terms for a successor MOU.

Prior to the commencement of this round of negotiations, the City undertook a thorough review of the current MOU. The City's labor relations consultant, IEDA, reviewed the MOU for potential clean-up and clarifying matters, as had front line Human Resources and Finance staff.

During the negotiations process, the AFSCME Local 512 and the City exchanged a number of economic and non-economic proposals and counter proposals.

### **REVIEW AND ANALYSIS**

The City's negotiating team first met with AFSCME Local 512 on April 22, 2025, to commence negotiations for a successor MOU. During the negotiation process, the City and AFSCME Local 512 met seven (7) times, with the exchange of proposals occurring throughout. After meeting and conferring, including the exchanging of counter proposals, the City and AFSCME Local 512 reached a Total Tentative Agreement (TTA) on June 24, 2025. AFSCME Local 512 members met and notified the City that the membership ratified the TTA on July 9, 2025.

The successor agreement (Exhibit A to the attached resolution) is for a one (1) year period. Outlined below are the significant economic changes to the existing Memorandum of

Understanding (MOU) for the period of July 1, 2025 – June 30, 2026. A summary of all the changes to the MOU are reflected in the TTA in Attachment B.

### ***Cost of Living Adjustment***

A Cost-of-Living Adjustment (COLA) of 3% effective on the first full pay period following June 30, 2025.

### ***List of Official Holidays***

Addition of Christmas Eve (December 24th).

In addition to the economic proposals listed above, the City agreed to include language in the MOU pertaining to other non-economic provisions related to job classifications, market equity adjustments, working out of class pay, medical insurance, term and effective date of agreement, uniform and equipment, deferred compensation, recommendation of new management-level job classification, retiree medical committee, and "me too" side letters, as listed below:

- Clean-up language to include job classifications previously allocated to the unit.
- Clean-up language for parties to meet and confer to discuss proposed market equity adjustments.
- Clean-up language to change article title to "Working Out of Class."
- Clean-up language for City contributions toward employee health premiums.
- Clean-up language for agreement term from 7/1/2025 – 6/30/2026.
- Clean-up language for agreement effective date July 1, 2025.
- New language for uniform and equipment issued to Code Enforcement Officers I/II.
- Clean-up language for deferred compensation and Roth IRA plans.
- Side letter to make a joint recommendation to the City Manager to establish a new management-level classification in the PCTV division of the Communications Department.
- Side letter to establish a retiree medical committee to explore more sustainable plan options.
- Side letter to establish a "Me Too" clause for AFSCME Local 1 and Pinole Police Employees' Association successor agreements.

All economic and non-economic revisions agreed to by the City and AFSCME Local 512, in addition to other formatting or housekeeping changes, are identified in the attached redline version of the MOU between the City and AFSCME Local 512 (Attachment C).

The City continues to appreciate the willingness of our employees to complete negotiations in a cooperative spirit and we are pleased to be able to provide an increase in our employees' base salaries. This agreement represents an amenable compromise between the City and our employees and will support the retention and recruitment of experienced employees.

### **FISCAL IMPACT**

The total cost of the provisions for this bargaining unit under a one-year agreement is

estimated at \$80,000 (\$15,000 general fund; \$65,000 non-general fund) for the FY 2025/26 Operating and Capital Budget.

The total costs are spread over various City funds, depending on each employee's staffing allocation.

### **ATTACHMENTS**

- A. Resolution and Exhibit (MOU)
- B. TTA Package
- C. Pinole\_AFSCME L512 2025-2026 MOU DRAFT

**RESOLUTION 2025-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE  
APPROVING THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF PINOLE AND THE AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) UNION LOCAL 512 FOR THE  
PERIOD OF JULY 1, 2025 – JUNE 30, 2026**

**WHEREAS**, the Memorandum of Understanding between the City of Pinole and the American Federation of State, County, and Municipal Employees (AFSCME) Union Local 512 expired on June 30, 2025; and

**WHEREAS**, in accordance with Government Code Section 3505, the City's Negotiating Team met and conferred in good faith with representatives of AFSCME Local 512 to negotiate a successor agreement; and

**WHEREAS**, representatives of the City and AFSCME Local 512 first met to commence negotiations on April 22, 2025, and reached a Total Tentative Agreement for a successor Memorandum of Understanding on June 24, 2025, and

**WHEREAS**, the City agreed to retroactivity of the economic changes to the Memorandum of Understanding effective on the first full pay period following June 30, 2025; and

**WHEREAS**, the Total Tentative Agreement for a successor Memorandum of Understanding for the period of July 1, 2025 – June 30, 2026, was ratified by the membership of AFSCME Local 512 on July 9, 2025.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Pinole that it does hereby approve the Memorandum of Understanding between the City of Pinole and AFSCME Local 512 for the period of July 1, 2025 – June 30, 2026, as provided in Exhibit A, herein incorporated by reference.

**BE IT FURTHER RESOLVED** that the City Manager is authorized to execute the Memorandum of Understanding on behalf of the City.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Pinole held on July 15, 2025 the by the following vote:

|          |                 |
|----------|-----------------|
| AYES:    | COUNCILMEMBERS: |
| NOES:    | COUNCILMEMBERS: |
| ABSENT:  | COUNCILMEMBERS: |
| ABSTAIN: | COUNCILMEMBERS: |

I hereby certify that the foregoing ordinance was regularly introduced, passed, and adopted on this 15<sup>th</sup> day of July, 2025.

---

Heather Bell, CMC  
City Clerk



# MEMORANDUM OF UNDERSTANDING



Between the City of Pinole and the  
Professional and Technical Employees  
Represented by AFSCME Local 512

# AFSCME

July 1, 2025 to June 30, 2026

City of Pinole and AFSCME Local 512  
Memorandum of Understanding

Table of Contents

|                                                                   |           |
|-------------------------------------------------------------------|-----------|
| <b>PREAMBLE .....</b>                                             | <b>1</b>  |
| <b>ARTICLE I. DEFINITIONS.....</b>                                | <b>1</b>  |
| <b>ARTICLE II. RECOGNITION .....</b>                              | <b>2</b>  |
| 2.1 Job Classifications in the Unit. ....                         | 2         |
| <b>ARTICLE III. MANAGEMENT RIGHTS.....</b>                        | <b>3</b>  |
| 3.1 Management Rights Defined. ....                               | 3         |
| <b>ARTICLE IV. DUES DEDUCTION .....</b>                           | <b>4</b>  |
| 4.1 Amount/Authorization. ....                                    | 4         |
| 4.2 Increases/Non-Pay Status. ....                                | 4         |
| 4.3 Hold Harmless. ....                                           | 5         |
| <b>ARTICLE V. UNION REPRESENTATIVES .....</b>                     | <b>5</b>  |
| 5.1 Union Representatives/Stewards Defined. ....                  | 5         |
| 5.2 Time Off for "Meet and Confer". ....                          | 5         |
| 5.3 "Meet and Confer" Committee. ....                             | 5         |
| 5.4 Notice to Supervisors. ....                                   | 5         |
| 5.5 Release Time for Quarterly Meetings. ....                     | 5         |
| <b>ARTICLE VI. SALARIES .....</b>                                 | <b>6</b>  |
| 6.1 Cost of Living and Market Adjustments. ....                   | 6         |
| 6.2 Pay Plan. ....                                                | 6         |
| 6.3 Longevity. ....                                               | 6         |
| 6.4 Pro-rata Benefits. ....                                       | 6         |
| 6.5 Job Descriptions. ....                                        | 6         |
| <b>ARTICLE VII. HOURS OF WORK AND OVERTIME.....</b>               | <b>6</b>  |
| 7.1 Workweek Defined. ....                                        | 6         |
| 7.2 Overtime Work Schedule. ....                                  | 7         |
| 7.3 Overtime and Seniority. ....                                  | 7         |
| 7.4 Regular Work Week-Amount of Overtime Earned. ....             | 7         |
| 7.5 Alternative Work Week-Amount of Overtime Earned. ....         | 7         |
| 7.6 Rate of Overtime/Compensatory Time. ....                      | 8         |
| 7.7 Fair Labor Standards Act- Exempt/Non Exempt Status. ....      | 8         |
| 7.8 Call Back and Overtime. ....                                  | 8         |
| 7.9 Alternative Work Schedules/Flex Time. ....                    | 9         |
| 7.10 Court Appearance on Off Duty Hours. ....                     | 9         |
| 7.11 Meal Allotment. ....                                         | 9         |
| 7.12 Rest Periods. ....                                           | 10        |
| <b>ARTICLE VIII. CAR ALLOWANCE .....</b>                          | <b>10</b> |
| 8.1 Car Allowance. ....                                           | 10        |
| <b>ARTICLE IX. STANDBY PAY.....</b>                               | <b>10</b> |
| 9.1 Employees Assigned. ....                                      | 10        |
| 9.2 City Issued Mobile Communication Device Assignments. ....     | 10        |
| 9.3 Standby Protocol. ....                                        | 10        |
| 9.4 Standby Schedule Assignments. ....                            | 11        |
| 9.5 Rest Periods While on Standby. ....                           | 11        |
| 9.6 Amount of Standby Pay. ....                                   | 12        |
| <b>ARTICLE X. MILEAGE REIMBURSEMENT WHEN CALLED BACK TO WORK.</b> |           |
| .....                                                             | <b>12</b> |
| 10.1 Mileage Reimbursement-Portal to Portal. ....                 | 12        |

|                       |                                                                                                  |           |
|-----------------------|--------------------------------------------------------------------------------------------------|-----------|
| <b>ARTICLE XI.</b>    | <b>CITY ISSUED MOBILE COMMUNICATION DEVICE PAY 24/7</b>                                          |           |
|                       | <b>REQUIREMENTS .....</b>                                                                        | <b>12</b> |
| 11.1                  | Employees Assigned. ....                                                                         | 12        |
| 11.2                  | Method of Assignment. ....                                                                       | 12        |
| 11.3                  | Amount of City Issued Mobile Communication Device Pay 24/7. ....                                 | 13        |
| 11.4                  | Mileage Reimbursement While on 24/7 City Issued Mobile Communication Device Responsibility. .... | 13        |
| <b>ARTICLE XII.</b>   | <b>ACTING IN HIGHER CLASSIFICATION .....</b>                                                     | <b>13</b> |
| 12.1                  | Working Out of Class. ....                                                                       | 13        |
| <b>ARTICLE XIII.</b>  | <b>JURY DUTY LEAVE .....</b>                                                                     | <b>13</b> |
| 13.1                  | Jury Duty Leave. ....                                                                            | 13        |
| <b>ARTICLE XIV.</b>   | <b>SICK LEAVE .....</b>                                                                          | <b>14</b> |
| 14.1                  | Rate of Sick Leave Earned. ....                                                                  | 14        |
| 14.2                  | Sick Leave Incentive. ....                                                                       | 14        |
| 14.3                  | Use of Sick Leave for Family Care. ....                                                          | 14        |
| 14.4                  | Use of Sick Leave. ....                                                                          | 14        |
| 14.5                  | Other Use of Sick Leave. ....                                                                    | 15        |
| <b>ARTICLE XV.</b>    | <b>HOLIDAYS .....</b>                                                                            | <b>15</b> |
| 15.1                  | Authorized Legal Holidays. ....                                                                  | 15        |
| 15.2                  | List of Official Holidays. ....                                                                  | 15        |
| 15.3                  | Holidays Falling on Saturday or Sunday. ....                                                     | 16        |
| 15.4                  | Holidays Falling on a Regularly Scheduled Day Off. ....                                          | 16        |
| 15.5                  | Compensation for Hours Worked on a Holiday. ....                                                 | 16        |
| <b>ARTICLE XVI.</b>   | <b>VACATION.....</b>                                                                             | <b>16</b> |
| 16.1                  | Vacation Schedule and Seniority. ....                                                            | 16        |
| 16.2                  | Vacation Sell Back. ....                                                                         | 17        |
| 16.3                  | Rate of Vacation Earned. ....                                                                    | 17        |
| <b>ARTICLE XVII.</b>  | <b>MEDICAL INSURANCE .....</b>                                                                   | <b>17</b> |
| 17.1                  | Medical Insurance Provided. ....                                                                 | 17        |
| 17.2                  | Retiree Medical Insurance. ....                                                                  | 18        |
| 17.3                  | Medical In-Lieu. ....                                                                            | 19        |
| <b>ARTICLE XVIII.</b> | <b>DENTAL INSURANCE.....</b>                                                                     | <b>20</b> |
| 18.1                  | Dental Insurance Provided. ....                                                                  | 20        |
| 18.2                  | Orthodontic Insurance Provided. ....                                                             | 20        |
| <b>ARTICLE XIX.</b>   | <b>VISION INSURANCE .....</b>                                                                    | <b>20</b> |
| 19.1                  | Vision Insurance Provided. ....                                                                  | 20        |
| <b>ARTICLE XX.</b>    | <b>LIFE INSURANCE .....</b>                                                                      | <b>21</b> |
| 20.1                  | Life Insurance Provided. ....                                                                    | 21        |
| 20.2                  | Life Insurance Premium Rates. ....                                                               | 21        |
| <b>ARTICLE XXI.</b>   | <b>DISABILITY INSURANCE .....</b>                                                                | <b>21</b> |
| 21.1                  | Disability Insurance Provided. ....                                                              | 21        |
| 21.2                  | Long Term Disability Insurance. ....                                                             | 21        |
| <b>ARTICLE XXII.</b>  | <b>DOMESTIC PARTNER MEDICAL, DENTAL, AND VISION</b>                                              |           |
|                       | <b>COVERAGE .....</b>                                                                            | <b>21</b> |
| 22.1                  | Domestic Partnership and Coverage Defined. ....                                                  | 21        |
| 22.2                  | Medical, Dental, Vision Premium Rates. ....                                                      | 21        |
| 22.3                  | FLEXIBLE BENEFITS PLAN.....                                                                      | 22        |
| <b>ARTICLE XXIII.</b> | <b>TUITION REIMBURSEMENT PROGRAM.....</b>                                                        | <b>22</b> |
| 23.1                  | Tuition Reimbursement Eligibility. ....                                                          | 22        |
| <b>ARTICLE XXIV.</b>  | <b>INCENTIVE PAYS .....</b>                                                                      | <b>22</b> |
| 24.1                  | Educational Degree. ....                                                                         | 22        |
| 24.2                  | Bilingual Pay. ....                                                                              | 23        |

|                                                                               |           |
|-------------------------------------------------------------------------------|-----------|
| <b>ARTICLE XXV. RETIREMENT PLAN .....</b>                                     | <b>23</b> |
| 25.1 Retirement Plan Defined. ....                                            | 23        |
| 25.2 Employee and Employer Contribution Rates. ....                           | 23        |
| 25.3 CalPERS Contract Benefits. ....                                          | 24        |
| 25.4 457(b) Deferred Compensation and Roth IRA Plans. ....                    | 24        |
| <b>ARTICLE XXVI. UNIFORM LAUNDRY SERVICE, AND SAFETY SHOE ALLOWANCE .....</b> | <b>24</b> |
| 26.1 Uniform Laundry Service. ....                                            | 24        |
| 26.2 Safety Shoes. ....                                                       | 24        |
| 26.3 Code Enforcement Officer. ....                                           | 24        |
| 26.4 Safety Equipment and Identification. ....                                | 25        |
| <b>ARTICLE XXVII. CERTIFICATION FEES .....</b>                                | <b>25</b> |
| 27.1 Payment for Certificate Issuance and Renewals. ....                      | 25        |
| 27.2 Payment of Department Of Transportation License Fees. ....               | 25        |
| 27.3 Payment of Above-Grade Certification for Wastewater Employees. ....      | 25        |
| <b>ARTICLE XXVIII. PLACEHOLDER FOR FUTURE USE .....</b>                       | <b>25</b> |
| <b>ARTICLE XXIX. BEREAVEMENT LEAVE.....</b>                                   | <b>26</b> |
| 29.1 Paid Bereavement Leave. ....                                             | 26        |
| 29.2 Immediate Family Defined. ....                                           | 26        |
| <b>ARTICLE XXX. GRIEVANCE PROCEDURE .....</b>                                 | <b>26</b> |
| 30.1 Grievance Defined. ....                                                  | 26        |
| 30.2 Reflection for Use of Procedure. ....                                    | 26        |
| 30.3 Grievance Procedure Defined. ....                                        | 26        |
| 30.4 Grievance Process. ....                                                  | 27        |
| 30.5 Grievance Procedure.....                                                 | 28        |
| 30.6 Employee Appeals Board. ....                                             | 28        |
| 30.7 Non-Binding Confidential Mediation. ....                                 | 29        |
| 30.8 Employee Appeals Board or Mediator Recommendation to City Manager...     | 29        |
| <b>ARTICLE XXXI. DISCIPLINARY ACTION .....</b>                                | <b>29</b> |
| 31.1 Disciplinary Action .....                                                | 29        |
| 31.2 Causes for Disciplinary Action .....                                     | 30        |
| 31.3 Forms of Discipline .....                                                | 32        |
| 31.4 Authority of Disciplinary Action .....                                   | 32        |
| 31.5 Procedures for Written Reprimand .....                                   | 32        |
| 31.6 Notice of Intended Discipline .....                                      | 33        |
| 31.7 Notice of Discipline .....                                               | 33        |
| 31.8 Post-Disciplinary Appeal.....                                            | 34        |
| 31.9 Waiver of Steps or Time Limits .....                                     | 35        |
| <b>ARTICLE XXXII. LAYOFF/REDUCTION IN HOURS .....</b>                         | <b>35</b> |
| 32.1 Layoff Policy .....                                                      | 35        |
| 32.2 Notification .....                                                       | 35        |
| 32.3 Order of Layoff.....                                                     | 35        |
| 32.4 Vacancy, Demotion, Retreat, and Seniority .....                          | 36        |
| 32.5 Reinstatement List .....                                                 | 36        |
| 32.6 Reinstatement .....                                                      | 36        |
| 32.7 Layoff of At-Will Employees.....                                         | 37        |
| 32.8 Reduction in Hours .....                                                 | 37        |
| <b>ARTICLE XXXIII. PROBATIONARY PERIOD .....</b>                              | <b>38</b> |
| 33.1 Objective of the Probationary Period.....                                | 38        |
| 33.2 Probationary PeriodError! Bookmark not defined. ....                     | 38        |
| 33.3 Promotional Probationary PeriodError! Bookmark not defined. ....         | 38        |

|                                                                      |           |
|----------------------------------------------------------------------|-----------|
| <b>ARTICLE XXXIV. UNION MEMBERSHIP, DUE DEDUCTION, AND NEW</b>       |           |
| <b>EMPLOYEE ORIENTATION .....</b>                                    | <b>39</b> |
| 34.1 Union Membership .....                                          | 39        |
| 34.2 Annual AFSCME Local 512 Financial Reports Required. ....        | 39        |
| 34.3 Indemnification. ....                                           | 39        |
| 34.4 AB119 - New Employee Orientation (NEO) .....                    | 40        |
| 34.5 Notice Requirements .....                                       | 40        |
| 34.6 Reporting Requirements.....                                     | 41        |
| <b>ARTICLE XXXV. DURATION.....</b>                                   | <b>41</b> |
| 35.1 Term. ....                                                      | 41        |
| 35.2 MOU “Meet and Confer” Obligations. ....                         | 41        |
| 35.3 Notice of Termination. ....                                     | 42        |
| 35.4 Effective Date. ....                                            | 42        |
| 35.5 Continuation of MOU in Light of Federal/State Law Changes. .... | 42        |
| <b>SIGNATURES.....</b>                                               | <b>43</b> |
| <b>ATTACHMENT A – SALARY SCHEDULES .....</b>                         | <b>44</b> |
| <b>ATTACHMENT B – RESOLUTION .....</b>                               | <b>45</b> |
| <b>ATTACHMENT C – SIDE LETTER “RETIREE MEDICAL COMMITTEE” .....</b>  | <b>46</b> |
| <b>ATTACHMENT D – SIDE LETTER “NEW JOB SPECIFICATION” .....</b>      | <b>48</b> |
| <b>ATTACHMENT E – “ME TOO CLAUSE” .....</b>                          | <b>50</b> |

The City of Pinole and representatives of AFSCME Local 512 acknowledge and affirm that they have met and conferred in good faith, exchanged proposals and counter proposals and in all respects fulfilled their obligations under law to meet and confer in good faith.

This Memorandum of Understanding is the product of the above-described meet and confer process. Representatives of the City agree to present this Memorandum of Understanding to the City Council for determination and representatives of the AFSCME Local 512 agree to present this Memorandum of Understanding to their membership for acceptance and approval.

## **PREAMBLE**

**WHEREAS**, on April 10, 2001, the City of Pinole received a request from the American Federation of State, County, and Municipal Employees (AFSCME)-Local 512 to be recognized as the exclusive representative for employer-employee bargaining purposes of a bargaining unit comprised of Professional and Technical employees of the City; and

**WHEREAS**, the City Council on January 15, 2002 approved Resolution Number 103-2002 which officially recognized AFSCME Local 512 as the exclusive bargaining unit for the Professional and Technical employees; and

**WHEREAS**, the City and AFSCME Local 512 subsequently negotiated a Memorandum of Understanding, which was developed by mutual agreement of all parties; and

**WHEREAS**, both the City of Pinole and AFSCME Local 512 are mutually interested in making certain modifications to this Memorandum of Understanding;

**NOW THEREFORE**, the following agreement represents a Memorandum of Understanding between the City of Pinole and the Professional and Technical employees represented by AFSCME Local 512 with the term of July 1, 2025, through June 30, 2026.

## **ARTICLE I. DEFINITIONS**

"City" referred to herein shall be the City of Pinole.

"Union" referred to herein shall be AFSCME Local 512.

"Employee" referred to herein shall be all regular full-time and regular part-time employees of the City of Pinole in the job classifications set forth in Article 2 of this Memorandum of Understanding.

"Agreement" referred to herein shall be this Memorandum of Understanding between the City and the Union.

## **ARTICLE II. RECOGNITION**

### **2.1 Job Classifications in the Unit.**

The Professional and Technical unit consists of the following job classifications:

- Accountant
- Accounting Specialist
- Administrative Coordinator
- Assistant Engineer
- Associate Civil Engineer
- Associate Planner
- Building Inspector I
- Building Inspector II
- Cable Access Coordinator
- Code Enforcement Officer I
- Code Enforcement Officer II
- Environmental Compliance Inspector
- Information Systems Administrator
- Information Systems Specialist
- Junior Engineer
- Laboratory Analyst I
- Laboratory Analyst II
- Laboratory Supervisor
- Management Analyst
- Police Services Supervisor
- Project Manager
- Public Works Maintenance Supervisor
- Public Works Specialist
- Recreation Coordinator
- Rental Inspector
- Senior Accountant
- Senior Project Manager
- Wastewater Treatment Plant Operations Supervisor
- Water Pollution Control Plant Supervisor

The City agrees to recognize the Union as the exclusive representative of future positions appropriate to the unit, and agrees to meet and confer with the Union in all matters relating to wages, hours and working conditions of employees in such classifications.

The City further reserves the right to exclude from the unit, those management and confidential employees so designated. The City also agrees to provide appropriate information, furnished by the Union and approved by the City Manager, to all new employees of the Union's recognition.

## **ARTICLE III. MANAGEMENT RIGHTS**

### **3.1 Management Rights Defined.**

Unless specifically in conflict with this Memorandum of Understanding (MOU), all management rights shall remain vested exclusively with the City. City management rights include but are not limited to, all rights set forth in the City's Employer Employee Labor Relations Resolution, and each of the following:

- a. The right to determine the mission of the City, including without limitation the City's agencies, departments, divisions, institutions, boards, and commissions;
- b. The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, locations and assignments of performing all work; and the composition, assignment, direction, location and determination of the size and mission of the work force;
- c. The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position(s) within the City;
- d. The right to review and inspect, without notice, all City-owned facilities, including without limitation, desktop computers, work areas and desks, email, computer storage drives, voicemail systems, as well as filing cabinets and systems;
- e. The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work, however, the City will meet and discuss with the bargaining unit representative prior to contracting out for work normally completed by classifications within the bargaining unit;
- f. The right to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualifications are met;
- g. The right to maintain and modify the City's Pay and Classification Plan subject to "meet and confer" requirements;



- h. The right to establish and enforce Employee Performance Standards and Employee Performance Evaluations;
- i. The right to schedule and assign work, make reassignments and assign overtime work;
- j. The right to hire, fire, promote, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade all employees;
- k. The right to establish and modify bargaining units and to assign new or amended job classifications to particular bargaining units;
- l. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear and respond truthfully in good faith regarding any City investigation; and
- m. The right to maintain orderly, effective and efficient operations.

## **ARTICLE IV. DUES DEDUCTION**

### **4.1 Amount/Authorization.**

The City shall deduct, once a month, the amount of union dues, as specified by the Union under the authority of an authorization card furnished by the Union and signed by the employee. Said deductions shall be forwarded promptly to the Union office. No authorization shall be allowed for payment of initiation fees, assessments or fines.

### **4.2 Increases/Non-Pay Status.**

In the event the Union members vote to increase Union dues, the Union shall notify the City at least thirty (30) days prior to the effective date of the dues increase. The employee earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period.

In the case of an employee who is in a non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

### **4.3 Hold Harmless.**

The Union will indemnify, defend, and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deductions of Union dues. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

## **ARTICLE V. UNION REPRESENTATIVES**

### **5.1 Union Representatives/Stewards Defined.**

The Union may designate at least one (1) employee and not more than three (3) employees as its steward(s) for the purpose of assisting other Union members in the resolution of disputes concerning wages, hours and working conditions.

### **5.2 Time Off for “Meet and Confer”.**

The City shall afford said stewards reasonable time off during working hours without loss of compensation or other benefits when engaged in the activities articulated under Government Code Section 3505.3 ; This is provided, however, that said time is scheduled so as not to interfere unduly with the workload and job requirements as determined by the Department Manager or Supervisor, and provided that such time afforded under this provision shall be devoted only to matters within the scope of representation.

### **5.3 “Meet and Confer” Committee.**

The Union may also designate a committee to meet and confer with the City's representatives regarding matters within the scope of representation. A maximum of three (3) members including the President of the Union shall be afforded reasonable time off during working hours without loss of compensation or other benefits while formally meeting and conferring, within the scope of representation.

### **5.4 Notice to Supervisors.**

Union member(s) or steward(s) engaged in such activities shall first obtain approval from supervisors before leaving their assigned work areas on such business. The request shall not be unreasonably denied.

### **5.5 Release Time for Quarterly Meetings.**

All members of the Union shall be allowed a one-half hour release time each quarter for Union meetings.

## **ARTICLE VI. SALARIES**

### **6.1 Cost of Living and Market Adjustments.**

#### **6.1.1 Cost of Living Adjustment.**

Effective first full pay period following July 1, 2025, classifications represented by the Union shall receive a three percent (3%) wage increase.

#### **6.1.2 Market Equity Adjustment Meet and Confer.**

Market equity adjustments are made from time to time to ensure pay parity and fairness among employees within an organization. Should a market equity adjustment be proposed by the City, the parties agree to meet-and-confer to discuss the matter. The Union shall be notified about the planned changes whereby allowing the parties an opportunity to express their views/input prior to any implementation of such anticipated changes.

### **6.2 Pay Plan.**

Attachment A reflects the salary steps for each represented position.

### **6.3 Longevity.**

Employees with fifteen (15) full continuous years of City services shall be given an additional three percent (3%) pay computed on their base hourly rate of pay. This benefit shall not compound, nor be compounded by, any other additional compensation.

### **6.4 Pro-rata Benefits.**

For part-time regular employee(s), covered under this MOU, working at least 20 hours per week and less than 40 hours per week, compensation and benefits received other than the base hourly wage rate, shall be pro-rated based on the percentage of hours regularly scheduled to work in relation to full-time (forty-hour per workweek) employees or as defined by federal, state, or local law, whichever is greater.

### **6.5 Job Descriptions.**

The City will maintain job descriptions for each of the represented job classifications as listed in Section 2.1.

## **ARTICLE VII. HOURS OF WORK AND OVERTIME**

### **7.1 Workweek Defined.**

The employee's regular workday typically consists of eight hours and the workweek shall consist of a seven consecutive day period, Monday through Sunday. The standard

City work period is a calendar week which begins at 12:00 am on Monday and ends 11:59 pm on Sunday. Other schedules may be assigned consistent with Section 7.9 of this Agreement. The City reserves the right to assign new employees to other work weeks and will provide two consecutive days off. Where new workweeks are planned by the City, they shall be subject to discussion with and review by the Union. Any change in special workweeks, not otherwise provided for under this agreement, now in effect, shall be reviewed by the City and the Union.

The City shall inform employees thirty (30) calendar days in advance of any permanent working hour change (s), which are to be made. It is understood that in cases of natural disasters or emergencies that this would not be necessary on a temporary basis. Emergency is defined as an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action. An unpredictable occurrence is unplanned and unanticipated. An unavoidable occurrence permits one to have advance knowledge of the likelihood of the event.

## **7.2 Overtime Work Schedule.**

The City has the right to schedule overtime work as required in the manner most advantageous to the City and consistent with the requirement of municipal employment and the public interest. Overtime work assignments shall first be offered on a voluntary basis to employees, after which assignments shall be made by the Department Manager.

## **7.3 Overtime and Seniority.**

Overtime preference, insofar as practical, shall be given to the regular, full-time employees and on a seniority basis in the classification or position involved. Overtime work shall also be distributed equally among qualified employees insofar as possible.

## **7.4 Regular Work Week-Amount of Overtime Earned.**

For employees who work a regular schedule, overtime compensation shall be earned for hours worked in excess of forty (40) hours during a seven day work period. Current City practice/policy is to include hours in paid leave status for holidays as outlined in Section 15.2 (excluding floating holidays) toward employees' overtime thresholds.

Effective the first full pay period after adoption, hours in paid leave status for holidays as outlined in Section 15. 2 (excluding floating holiday(s)) and sick leave used will count toward time worked for purposes of determining eligibility for the overtime rate.

## **7.5 Alternative Work Week-Amount of Overtime Earned.**

The City of Pinole provides its employees the opportunity of alternative work schedules whereby some alternative work schedules include working more than eight (8) hours a day and less than five days a week. The shift duration hours, workweek, and work

period for payroll purposes will be redefined on a case-by-case basis depending on the alternative work schedule that has been approved and the related FLSA rules. In these instances, at no time is the workweek defined as being more than forty (40) hours in a week.

#### **7.6 Rate of Overtime/Compensatory Time.**

Compensation for overtime hours worked shall be paid at one and one-half times the employee's base hourly rate in accordance with the Fair Labor Standards Act (FLSA). Compensatory time off at the rate of one and one-half times the number of overtime hours worked may be accrued at the employee's request in lieu of time and one-half pay.

Compensatory time off may be used at times convenient to the employee and the department provided that a reasonable advance notice of intent to use such time off is provided by the employee and approved by the Department. At no time shall accrued compensatory time off balance exceed eighty (80) hours.

#### **7.7 Fair Labor Standards Act- Exempt/Non Exempt Status.**

The City reserves the right to determine under the FLSA requirements whether or not a job classification is exempt or non-exempt for FLSA purposes. Prior to changing the FLSA designation of a job classification represented by AFSCME, the City agrees to discuss the proposed changes with AFSCME under "meet and confer".

#### **7.8 Call Back and Overtime.**

Employees called back to work shall be compensated for at least three (3) hours of pay at the rate of time and one-half the employee's basic hourly rate plus mileage reimbursement at the established IRS mileage rate for all hours outside their regular work schedule. At the discretion of their Supervisor an employee called back to work shall be required to work the full three (3) hours.

A request for an employee to continue work beyond the employee's regular work schedule does not constitute "call back."

If in the event the three (3) hour call back period overlaps with the employee's regular work schedule, the employee shall be entitled to the time and one-half rate for the hours worked prior to the beginning of their regular work schedule. In addition, if the call back period overlaps the employee's regular work schedule, the employee shall receive their regular rate of pay plus an additional .5 hours for each hour of overlap.

For example: Employee's regular work schedule is from 7:00 a.m. – 4:30 p.m. (8 hours). Employee is called back to work at 6:00 a.m. Employee is entitled to time and one-half pay rate from 6:00 a.m. to 7:00 a.m., and from 7:00 a.m. to 9:00 a.m. the employee receives two (2) hours of regular pay plus call back of .5 hours for each hour

of overlap (overlapping period). The .5 hours reflects the difference between the employee's regular rate of pay and the callback rate of pay.

## **7.9 Alternative Work Schedules/Flex Time.**

Based on mutual agreement of the City and the employee given City needs and staffing requirements, employees are eligible for alternative work hours or flexible hours. These schedules must be approved by the City Manager prior to any implementation and must meet all FLSA requirements.

### **Alternative Work Schedule:**

A regular schedule that is other than the standard 5/8 schedule (eight hours per day, five days per week). Examples include a 4/10 schedule (ten hours per day, four days per week) or a 9/80 schedule (eight, nine-hour days and one eight-hour day with one day off in a biweekly pay period). Such alternatives are offered to allow workable schedules for employer and employee and must not create overtime as required under any of the Articles of this agreement or as required by law.

### **Flex-Time Work Schedule:**

A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule in accordance with a written agreement between the employee and the City.

## **7.10 Court Appearance on Off Duty Hours.**

Any employee appearing as a witness in court during off-duty hours and arising out of his/her employment by the City shall receive compensation. If the time is considered overtime then the employee shall be compensated at the overtime rate; otherwise, it shall be compensated at the base hourly rate.

## **7.11 Meal Allotment.**

During the term of the MOU agreement, the City shall reimburse each employee in the Local 512 Unit who is required to work more than four (4) hours prior to the beginning of their regular work shift or more than four (4) hours after completing their regular work shift a total of \$15 for the cost of a meal.

If an employee is required to work a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day during any regular scheduled workweek, the City shall also reimburse said employee a total of \$15 for the cost of a meal. This meal allotment shall be paid to the employee at the next regular payroll after the meal is incurred.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

## **7.12 Rest Periods.**

Employees working a scheduled shift of six (6) hours or more shall be provided with one (1) fifteen (15) minute rest period during each one-half (1/2) of the work day. Rest periods shall be scheduled so as not to interfere with efficient operations of the City. Rest periods shall not be taken at the beginning or end of the work day, not contiguous with the employee's lunch break. Rest periods shall not be "banked" – if an employee does not take an available rest period, it shall not be carried over to the second half of the work shift or any subsequent day.

## **ARTICLE VIII. CAR ALLOWANCE**

### **8.1 Car Allowance.**

The classification of Cable Access Coordinator shall receive a car allowance of \$200.00 per month.

## **ARTICLE IX. STANDBY PAY**

### **9.1 Employees Assigned.**

Employees assigned to the classifications of Wastewater Treatment Plant Operations Supervisor, Public Works Maintenance Supervisor, Laboratory Supervisor, Laboratory Analyst I, and Laboratory Analyst II, shall be eligible for Standby Pay. These employees are required to remain continuously available, in accordance with Article 9.2, for the time period assigned to respond to calls for service.

### **9.2 City Issued Mobile Communication Device Assignments.**

City Issued Mobile Communication Device will be carried by employee(s) assigned to standby in accordance with 9.1. Employees assigned to standby who use their personal mobile communication device shall receive a stipend of thirty dollars (\$30) per month until such time as a City mobile communication device is assigned by the City to the employee. There will be a seventy (70) mile radius limit from the City of Pinole for persons assigned a City Issued Mobile Communication Device or persons who receive a stipend.

### **9.3 Standby Protocol.**

The City utilizes the Supervisory Control and Data Acquisition System (SCADA) for monitoring plant operations and processes. The SCADA System is the primary method used for notification to the Wastewater Treatment Plant Operations Supervisor and Environmental Analyst employees assigned to Standby for emergencies and alarms.

SCADA will call the first employees twice within a 30-minute period and in 15-minute intervals. If that employee does not respond by calling in and acknowledging the call, then SCADA will call the next employee who is required to respond and will be eligible for Standby pay.

Employees in the class Public Works Maintenance Supervisor who are required to perform services integral to their assigned job responsibilities in order to provide continuous public service and who are required to be available and respond after hours, will be eligible for standby pay.

The person not assigned to be on Standby and who responds to the call will be compensated for the Standby duty at the Standby holiday rate for that day. Employees on Standby not responding to a call will not be paid for that day (except if they had responded to another call and are unavailable).

#### **9.4 Standby Schedule Assignments.**

Schedule changes will have to be approved by the Public Works Director/City Engineer through the Public Works Manager, Wastewater Treatment Plant Manager or the Wastewater Treatment Plant Operations Supervisor at least five working days in advance of the change.

Persons who are sick or unable to work call outs will notify their immediate supervisor in order that the beeper may be reassigned. The replacement of person on sick leave, worker's compensation leave or on other approved leave will be on a voluntary basis.

If there are no volunteers, the next person on the schedule will be the person to carry the cellular device. He or she will be paid at the standby rate for holidays while covering an unscheduled standby shift.

#### **9.5 Rest Periods While on Standby.**

An employee on Standby who is called out prior to 5:00 a.m. and who performs work shall have a rest period of six (6) hours preceding the employee's next regularly scheduled work shift. An employee who qualifies for this rest period shall be paid for all rest hours that overlap into their next regularly scheduled work shift. Such rest hours shall not be considered "hours worked" and will not be included in determining if an employee has worked overtime hours.

In the event of an emergency or a work related situation or problem wherein said employee is required to work, as determined by the supervisor, said employee shall report to work as normally scheduled at the overtime pay rate for the designated rest period.



## **9.6 Amount of Standby Pay.**

The City agrees to pay the standby designee as follows:

- Weekday \$40 per day
- Weekend \$50 per day
- Holiday \$60 per day

## **ARTICLE X. MILEAGE REIMBURSEMENT WHEN CALLED BACK TO WORK.**

### **10.1 Mileage Reimbursement-Portal to Portal.**

Mileage reimbursement from portal-to-portal travel shall be paid to employees driving their personal vehicles when called back pursuant to the Internal Revenue Service (IRS) rate in effect for all City travel. Portal-to-portal travel reimbursement shall also include any applicable bridge toll charges.

## **ARTICLE XI. CITY ISSUED MOBILE COMMUNICATION DEVICE PAY 24/7 REQUIREMENTS**

### **11.1 Employees Assigned.**

Designated employees assigned to carry a City Issued Mobile Communication Device are required to remain continuously available for the time period assigned to respond to calls for service.

### **11.2 Method of Assignment.**

The Department Manager shall make assignments for City Issued Mobile Communication Devices with City Manager approval. During the term of this MOU, the following job classifications are required to carry a City Issued Mobile Communication Device:

- Cable Access Coordinator
- Water Pollution Control Plant Supervisor

If a Department Manager and/or the City determines that it is necessary to identify additional classifications other than those listed above to carry a City Issued Mobile Communication Device, the City will “meet and confer” with AFSCME Local 512 representatives prior to implementation with the exception of a temporary emergency situation.

### **11.3 Amount of City Issued Mobile Communication Device Pay 24/7.**

During the term of this MOU, the City agrees to pay the designated job classifications a total of \$250 per month for carrying a City Issued Mobile Communication Device and responding as appropriate.

### **11.4 Mileage Reimbursement While on 24/7 City Issued Mobile Communication Device Responsibility.**

With the exception of the Cable Access Coordinator who receives a car allowance, those employees who are outlined in Section 11.2 are eligible to receive mileage reimbursement from portal to portal travel if they are called back to work. Mileage reimbursement shall be paid pursuant to the City adopted Internal Revenue Services (IRS) mileage reimbursement rate in effect for all city travel.

## **ARTICLE XII. ACTING IN HIGHER CLASSIFICATION**

### **12.1 Working Out of Class.**

In the event an employee is assigned and performs the majority of the duties in a higher classification, following the fifth consecutive work day in that classification, he/she shall be placed at the lowest step of the higher classification that provides at least five percent (5%) above the employee's base rate of pay, so long as the range for the higher classification is not exceeded.

Notwithstanding any other provision of this agreement, the higher-level pay granted under this Section shall not inflate nor otherwise have any impact on any other special pays, allowances, or differentials granted by other portions of this Agreement.

## **ARTICLE XIII. JURY DUTY LEAVE**

### **13.1 Jury Duty Leave.**

An employee whose absence from work is required because of jury duty will be considered an excused absence with pay. To receive full salary and benefits, the employee shall notify his/her supervisor three (3) days prior to jury duty and turn in to the Finance Department any payment for jury duty, excluding pay for travel and meals.

## **ARTICLE XIV. SICK LEAVE**

### **14.1 Rate of Sick Leave Earned.**

For full-time employees working 40 or more hours a week, sick leave shall be earned and accrued at the rate of ninety-six (96) hours annually, one eight hours working day (8 hours) for each continuous full calendar month of service, or 3.69 hours per pay period in pay status. The employee must be in a paid status for the full pay period to earn accrued sick leave and accrual shall continue from the actual, initial date of most recent employment. Sick leave shall not be available to new employees prior to completion of three (3) continuous months of employment.

For part-time regular employees working at least 20 hours per week, hours shall accrue at a pro-rated rate based on the percentage of hours regularly scheduled to work in relation to full-time.

### **14.2 Sick Leave Incentive.**

Employee sick leave use shall be reviewed by the City at the end of each calendar year. Employees who do not use any sick leave for six consecutive months, July 1<sup>st</sup> through December 31<sup>st</sup>, and January 1<sup>st</sup> through June 30<sup>th</sup>, within the calendar year shall receive an additional four (4) hours of accrued vacation time. Employees who do not use any sick leave for the entire calendar year (12 months) will receive an additional eight (8) hours of vacation time. No employee may accrue more than eight (8) hours of vacation in any calendar year.

For part-time regular employees working at least 20 hours per week, the number of hours received shall be pro-rated based on the percentage of hours regularly scheduled to work in relation to full-time.

### **14.3 Use of Sick Leave for Family Care.**

Employees may use sick leave for illness or disability in his/her immediate family. Immediate family is defined in Article XXIX, Section 29.2. The maximum amount of sick leave that may be used for this purpose in any one calendar year shall be ten (10) working days.

### **14.4 Use of Sick Leave.**

Employees may use sick leave in the event of a scheduled medical or dental appointment for the eligible employee, the employee's spouse or domestic partner, or the employee's dependent children that requires the employee's absence from work. Sick leave shall not be available to new employees prior to completion of three (3) continuous months of employment.

## **14.5 Other Use of Sick Leave.**

All other conditions regulating sick leave accruals and usage contained within the duly adopted City Personnel Rules and the City Family Leave Policy shall apply to all employees.

## **ARTICLE XV. HOLIDAYS**

### **15.1 Authorized Legal Holidays.**

In addition to the official holidays listed below, employees shall receive any day proclaimed by the President or Governor as a public fast, thanksgiving or holiday, and shall be considered a holiday for pay purposes. The granting of any paid time-off due to an Executive Order closing federal offices signed by the President of the United States shall be at the discretion of the City.

Effective the first pay period of the fiscal year, employees shall receive twelve (12) hours of floating holiday that may be taken on any day throughout a fiscal year (July 1 to June 30) with prior approval from an employee's supervisor. The twelve (12) hours of floating holiday shall not be carried forward to the next fiscal year or cashed out.

For part-time regular employees working at least 20 hours per week, the number of hours received shall be pro-rated based on a percentage of hours regularly scheduled to work in relation to full-time.

### **15.2 List of Official Holidays.**

Employees shall receive thirteen (13) annual paid holidays as follows:

- |                               |                               |
|-------------------------------|-------------------------------|
| • January 1                   | New Year's Day                |
| • Third Monday in January     | Martin Luther King's Birthday |
| • Third Monday in February    | Washington's Birthday         |
| • Last Friday in March        | Cesar Chavez Day              |
| • Last Monday in May          | Memorial Day                  |
| • June 19                     | Juneteenth                    |
| • July 4                      | Independence Day              |
| • First Monday in September   | Labor Day                     |
| • November 11                 | Veteran's Day                 |
| • Fourth Thursday in November | Thanksgiving                  |
| • Fourth Friday in November   | Day after Thanksgiving        |
| • December 24                 | Christmas Eve Day             |
| • December 25                 | Christmas                     |

All Holidays are eight (8) hours regardless of the employee's assigned shift. For employees working an alternative or flex work schedule, when the holiday fall on a

workday in which they are scheduled to work more than 8 hours, the employee may use their accrued vacation or compensatory time off to make up the difference between the 8 hours and their scheduled hours or, subject to supervisor approval, the employee may make up the time within the workweek the holiday falls.

For part-time regular employees working at least 20 hours per week, each holiday (8 hours) shall be pro-rated based on the percentage of hours regularly scheduled to work in relation to full-time.

### **15.3 Holidays Falling on Saturday or Sunday.**

In the event that any of the aforementioned days falls on a Saturday, the preceding Friday shall be considered a holiday for pay purposes. In the event that any of the aforementioned days falls on a Sunday, the following Monday shall be considered a holiday for pay purposes.

### **15.4 Holidays Falling on a Regularly Scheduled Day Off.**

If a holiday falls on an employee's regularly scheduled day off the employee shall exercise one of the following options:

- The employee shall receive 8 hours of straight time holiday pay – providing a total of 88 hours of straight time pay for the pay period; OR
- The employee shall take an alternate day off with holiday pay within two (2) pay periods (either in the same pay period as the holiday falls, or the following pay period). The employee and his/her immediate supervisor shall determine the alternate day to be taken.

### **15.5 Compensation for Hours Worked on a Holiday.**

An employee assigned by his/her Department Head to work on a holiday listed above shall receive 8 hours of straight time holiday pay plus compensation at the overtime rate for hours actually worked on the holiday.

## **ARTICLE XVI. VACATION**

### **16.1 Vacation Schedule and Seniority.**

Upon supervisorial approval, employees shall be given their preference of requested vacation time, and in the case of conflict between employees, classification seniority shall prevail.

## **16.2 Vacation Sell Back.**

An employee with a minimum of three (3) years of service has the option to sell back up to eighty (80) hours of vacation per calendar year provided the employee has a minimum of 160 hours of vacation accumulated.

## **16.3 Rate of Vacation Earned.**

Employees shall accrue vacation at the following rates, to the following maximums, for continuous service performed:

| <u>Years of Completed Service</u> | <u>Hours Accrued Per Year/Pay Period</u> | <u>Maximum Accrual (Hrs)</u> |
|-----------------------------------|------------------------------------------|------------------------------|
| 0 through 4                       | 96/3.69                                  | 192                          |
| 5 through 9                       | 144/5.54                                 | 288                          |
| 10 through 15                     | 160/6.15                                 | 320                          |
| 16+                               | 192/7.38                                 | 384                          |

Once an employee reaches their maximum vacation accrual hours, they will no longer accrue vacation leave until they reduce their balance below the cap. Vacation will be accrued based on the years of service, by 26 pay periods to the second digit. An employee must be in a paid status for the full pay period in order to accrue vacation leave.

For part-time regular employees working at least 20 hours per week, hours shall accrue at a pro-rated rate based on the percentage of hours regularly scheduled to work in relation to full-time. The maximum accrual cap shall be twice the pro-rated annual accrual. A full-time employee who moves to a part-time position/status, and who has a vacation balance in excess of the pro-rated maximum amount, will be afforded six (6) months to use the excess accrued vacation and will continue to accrue vacation hours, at the pro-rated rate, during the six (6) month period. The Supervisor will make every effort to grant vacation requests from an employee so situated. If the requests cannot be granted, the excess vacation balance will be cashed-out.

## **ARTICLE XVII. MEDICAL INSURANCE**

### **17.1 Medical Insurance Provided.**

For full-time regular employees, the City shall contribute toward the employee's health premium as follows:

Effective January 1, 2025 the City's contribution toward the employee's health premium will reflect the 2024 CalPERS Public Agency Kaiser rate at each level of coverage.

Effective January 1, 2026, the City's contribution toward the employee's health premium will reflect the 2025 CalPERS Public Agency Kaiser rate at each level of coverage.

Represented employees are free to choose any health care plan offered under the CalPERS Health Care Program.

For part-time employees working at least 20 hours per week, the City shall make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

## **17.2 Retiree Medical Insurance.**

During the term of this MOU the City will contribute toward retiree health premiums as follows:

Existing City retirees and current City employees hired before September 1, 2010, receive a City contribution toward their retiree health premium equal to that provided to current active employees.

Current City employees hired before September 1, 2010, shall be offered the option to opt into the CalPERS Vesting Program upon retirement. If the employee opts-in to the CalPERS Vesting Schedule Program (GC 22893), the decision is irrevocable (permanent) as CalPERS does not allow the employee to opt out later.

Current City employees hired on or after September 1, 2010, will receive a City contribution toward their retiree health premium in an amount as described by the CalPERS Vesting Program (GC 22893), and summarized in the table below.

The CalPERS Vesting Program is regulated by Government Code 22893 and applies to City employees hired on or after September 1, 2010, and retired City employees hired before September 1, 2010, who voluntarily opt in upon retirement.

Every year CalPERS calculates the State contribution rates towards retiree health premiums, referred to as State Annuitant Contribution Rates. If the rate or vested amount does not cover the entire cost of the health premium, the retired employee is responsible for the difference.

A City retiree is eligible to receive a contribution towards the retiree medical premium if:

1. The City retiree has a minimum of ten (10) years of CalPERS earned service credit to receive 50% of the employer contribution.
  - a. Credited service is compensated CalPERS service time earned (G.C. 20069).
  - b. Purchased "Additional Retirement Service Credit (ARSC)" does not qualify as it is not earned service.
2. Five (5) of those ten (10) years of CalPERS earned service credit must be performed at the City of Pinole.

- a. Each additional CalPERS earned service credit year after the completion of ten years increases the City's contribution percentage by 5% until the completion of 20 years, at which time the retiring employee is eligible for 100% of the State Annuitant Contribution Rate (100/90 formula).

| CalPERS Credited<br>Years of Earned Service | Percentage of City<br>Contribution Based On<br>The State's Rate |
|---------------------------------------------|-----------------------------------------------------------------|
| 10                                          | 50                                                              |
| 11                                          | 55                                                              |
| 12                                          | 60                                                              |
| 13                                          | 65                                                              |
| 14                                          | 70                                                              |
| 15                                          | 75                                                              |
| 16                                          | 80                                                              |
| 17                                          | 85                                                              |
| 18                                          | 90                                                              |
| 19                                          | 95                                                              |
| 20 or more                                  | 100                                                             |

### **17.3 Medical In-Lieu.**

Eligible full-time employees shall be allowed to receive payment in lieu of medical insurance as follows:

- One-party coverage = \$225 per month or \$103.84 per pay period
- Two-party coverage = \$450 per month or \$207.69 per pay period
- Family coverage = \$600 per month or \$276.92 per pay period

An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be received, and annually thereafter. Employees will be subject to provisions of the City's health plans in the event termination of in-lieu benefits and resumption of medical coverage is desired.

Employees electing the medical in-lieu option shall be entitled to an adjustment in the amount received for this option should their coverage election change. It is the duty of the employee to notify Human Resources of any such changes.

For part-time regular employees working at least 20 hours per week, the payment shall be pro-rated based on the percentage of hours regularly schedule to work in relation to full-time.



## **ARTICLE XVIII. DENTAL INSURANCE**

### **18.1 Dental Insurance Provided.**

During the term of this MOU, the City agrees to pay the premium for employees as defined in Section 1.3 and the employee's eligible dependents, if desired. Selection of the carrier shall be at the discretion of the City.

The City-provided dental insurance plan provides for a maximum annual dental payout of \$1,500 for each employee and for each employee's eligible dependents.

For part-time regular employees working at least 20 hours per week, the City shall make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

### **18.2 Orthodontic Insurance Provided.**

During the term of this MOU, the City agrees to pay the premium for employees as defined in Section 1.3 and up to Family coverage if desired. Selection of the carrier is at the discretion of the City.

The City-provided orthodontic insurance plan provides for a lifetime maximum orthodontic payout of \$1,500 for each employee and for each employee's eligible dependents.

## **ARTICLE XIX. VISION INSURANCE**

### **19.1 Vision Insurance Provided.**

During the term of this MOU, the City agrees to pay the premium for employees as defined in Section 1.3 for full family vision care coverage that provides for one examination, one set of lenses, and one frame per year. Selection of the carrier shall be at the discretion of the City. The City provided plan shall provide for a \$20 co-payment for examination and a \$20 co-payment for materials.

For part-time regular employees working at least 20 hours per week, the City shall make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

## **ARTICLE XX. LIFE INSURANCE**

### **20.1 Life Insurance Provided.**

During the term of this MOU, the City agrees to provide term life insurance and accidental death and dismemberment insurance, for employees as defined in Section 1.3 in the amount of one times (1x) the employee's annual base wage salary. Selection of the carrier shall be at the discretion of the City.

### **20.2 Life Insurance Premium Rates.**

The City shall pay for all premium increases for life insurance coverage.

## **ARTICLE XXI. DISABILITY INSURANCE**

### **21.1 Disability Insurance Provided.**

The City participates in CASDI for short term disabilities and shall provide a Long Term Disability (LTD) benefit as described in 21.2 for employees as defined in Section 1.3. The costs of the CASDI program are the responsibility of the employee, paid through payroll deductions.

### **21.2 Long Term Disability Insurance.**

During the term of the MOU agreement, the City shall provide employees as defined in Section 1.3, at its own expense, long term disability insurance of two-thirds of salary up to six thousand dollars (\$6,000) per month (four thousand dollars (\$4,000) maximum benefit) with a 90-day waiting period.

## **ARTICLE XXII. DOMESTIC PARTNER MEDICAL, DENTAL, AND VISION COVERAGE**

### **22.1 Domestic Partnership and Coverage Defined.**

A Domestic Partnership is defined pursuant to the California Family Code. The City, in accordance with CalPERS regulations, will allow coverage for registered domestic partners of employees under the medical, dental and vision health care plans. Prior to any coverage being provided, the employee must provide proof of domestic partnership registration with the California Secretary of State.

### **22.2 Medical, Dental, Vision Premium Rates.**

During the term of this MOU, the City agrees to pay health, dental and vision premiums as outlined in Articles XVII – XIX of this document. Registered domestic partners

meeting the above requirements shall be considered qualified dependents for the purposes of the City's payment of these premiums.

### **22.3 FLEXIBLE BENEFITS PLAN.**

The City will provide at its own expense a flexible benefit plan for bargaining unit members. Selection of the benefit provider shall be at the discretion of the City.

## **ARTICLE XXIII. TUITION REIMBURSEMENT PROGRAM**

### **23.1 Tuition Reimbursement Eligibility.**

After completing one (1) year of service with the City, an employee will be eligible to participate in the tuition reimbursement program. To be eligible, an employee must satisfactorily complete three (3) or more semester units in qualifying job-related courses as approved by the Department Head and the City Manager.

Upon completion of the course(s) with a passing grade of "C" or better, or "pass" if taken as pass/fail, the employee shall receive reimbursement for tuition, books and related expenses to a maximum annual amount of \$600 per calendar year. To receive reimbursement the employee must complete the Tuition Reimbursement form, submit copies of receipts for expenses, and proof of his/her final grade.

All education or other training courses approved under this program shall be completed on an employee's own time and at his/her own expense.

For part-time regular employees working at least 20 hours per week, the payment shall be pro-rated based on the percentage of hours regularly schedule to work in relation to full-time.

## **ARTICLE XXIV. INCENTIVE PAYS**

### **24.1 Educational Degree.**

During the term of this MOU, the City will pay those employees who have earned degrees from accredited college institutions, when not required by the employee's classification, additional pay as follows:

- Associate of Art/Science Degree \$ 75.00 per month or \$34.61 per pay period
- Bachelor of Art/Science Degree \$150.00 per month or \$69.23 per pay period

An employee is only eligible to receive educational degree premium pay for one-degree classification. An employee is not eligible to receive this pay for multiple degrees and/or disciplines.

For part-time regular employees working at least 20 hours per week, the payment shall be pro-rated based on the percentage of hours regularly schedule to work in relation to full-time.

This Educational Degree Pay shall only be paid to employees holding a degree beyond that which is required for their classification, as outlined in the job description. Effective July 1, 2010 employees currently receiving Degree Pay, who hold a position which requires the degree, shall continue to receive the pay until such time as they separate from employment or otherwise move from that position.

## **24.2 Bilingual Pay.**

During the term of this MOU, any employee who in the regular course of their employment and after successfully passing a City administered oral and written test, uses their bilingual proficiency on a regular basis for the benefit of the City shall receive bilingual pay of an additional 10% of their monthly base pay. The City retains the discretion to determine which classifications/positions and which languages, are eligible. The benefit shall not compound, nor be compounded by, any other additional compensation.

## **ARTICLE XXV. RETIREMENT PLAN**

### **25.1 Retirement Plan Defined.**

The City shall contract with the California Public Employees Retirement System (CalPERS) for the purpose of allowing employees to earn retirement benefits. The City has contracted for at the 2.5% @ 55 Plan benefits for "Classic" members as defined by the PEPRA and CalPERS. Employees who constitute "New" members may earn benefits under the 2% @ 62 Plan.

### **25.2 Employee and Employer Contribution Rates.**

Employees shall pay the full eight percent (8%) of the required CalPERS Employee Contribution Rate.

The retirement contribution sharing formula for the CalPERS Employer Contribution Rate shall be as follows:

- A. The employee's total CalPERS contribution (combined Employee contribution and the Employee's share of the City's contribution) for employees shall be fifteen percent (15%).

### **25.3 CalPERS Contract Benefits.**

The City currently participates through a contract in the California Public Employees Retirement System (CalPERS). For “Classic” Miscellaneous Members, the contract offers the following options:

- Military Buy Back - The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- Third Level 1959 Survivors Benefits
- Single Highest Year Compensation Formula
- Service Credit for Unused Sick Leave

### **25.4 457(b) Deferred Compensation and Roth IRA Plans.**

The City will establish a 457(b) Deferred Compensation Plan and a Roth IRA Plan for bargaining unit members who may elect to contribute to either or both of these plans to the extent allowed by law.

## **ARTICLE XXVI. UNIFORM LAUNDRY SERVICE, AND SAFETY SHOE ALLOWANCE**

### **26.1 Uniform Laundry Service.**

The City shall provide a weekly laundry service to job classifications for which the City requires standardized attire. The City maintains the ability to modify laundry service levels based on need requirement. In accordance with CalPERS compensation requirements, the cost of Uniform laundry services provided to an employee shall be reported as compensation to the employee.

### **26.2 Safety Shoes.**

The allowance provided by the City for the purchase of safety shoes for maintenance and related job classifications for which the City requires safety shoes, shall be \$200.00 per year paid the first pay period in July annually.

New employees shall be provided the safety shoe allowance above by the second full pay period after initial appointment. Thereafter, the employee shall be eligible to receive the annual safety shoe allowance in July as described above, but not sooner than twelve (12) months after initial appointment.

### **26.3 Code Enforcement Officer.**

#### **26.3.1 Uniform Shirts for Code Enforcement Officer.**

Effective July 1, 2025, five (5) uniform shirts shall be afforded each calendar year to incumbent(s) in the Code Enforcement Officer I/II classification. Weekly laundry service (Article 26.1 Uniform Laundry Service) shall apply as the City requires such standardized attire for said classifications.

#### **26.4 Safety Equipment and Identification.**

The City shall provide incumbent(s) in the Code Enforcement classification the following safety equipment: 1) a handheld radio; 2) a Body Cam for use while working in the field; 3) a soft concealable body armor; and 4) a DuPont Tychem 2000 suit. Said equipment is essential for purposes of ensuring safety and capturing interaction(s) while working with the public. These safety equipment items shall remain the property of the City.

The City shall provide incumbent(s) in the Code Enforcement classification with a City badge, and identification/business cards to properly identify themselves. Any and all information contained on the cards shall be subject to City approval.

### **ARTICLE XXVII. CERTIFICATION FEES**

#### **27.1 Payment for Certificate Issuance and Renewals.**

Costs involved in the issuance and renewal of certificates required by the City as a condition of employment in a regular full-time status with the City shall be paid directly or reimbursed by the City to the employee.

#### **27.2 Payment of Department Of Transportation License Fees.**

Driver's license fees shall not be included as a reimbursable cost; however, driver's license fees related to Department of Transportation requirements for a Class A or B license and the related medical examination shall be paid by the City.

#### **27.3 Payment of Above-Grade Certification for Wastewater Employees.**

The City will pay those employees who work at the City's Wastewater Treatment Plant and who obtain a higher-grade certificate than what is required in their assigned job classification \$75 a month (\$34.62 per pay period). The City shall also reimburse an employee the fee for the above grade certificate cost once obtained. The City shall compensate employee for only one certificate.

### **ARTICLE XXVIII. PLACEHOLDER FOR FUTURE USE**

## **ARTICLE XXIX.     BEREAVEMENT LEAVE**

### **29.1   Paid Bereavement Leave.**

Any employee who is absent from work by reason of the death of a member of his/her immediate family may be allowed a bereavement leave of absence with full pay not to exceed five (5) workdays per incident. However, when it is reasonable and necessary, good cause is shown, and upon approval of the Department Head, three (3) additional days may be granted for such leave. All bereavement leave must be taken within one year of said incident. The days which are used as bereavement time off do not have to be consecutive in nature. Certification of loss may be required in certain circumstances. In order to receive compensation while absent on bereavement leave, the employee shall notify his/her immediate supervisor or the Department Head prior to the time set to begin his/her next shift.

### **29.2   Immediate Family Defined.**

Immediate family shall include the father, mother, step father, step mother, grandfather, grandmother, grandchild, brother, sister, step sister, step brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse or registered domestic partner, child or stepchild of the eligible employee.

## **ARTICLE XXX.     GRIEVANCE PROCEDURE**

### **30.1   Grievance Defined.**

A grievance is an unresolved complaint or dispute regarding the application or interpretation of this MOU, the City Personnel Rules, other applicable regulations, policies or procedures governing personnel practices or working conditions.

### **30.2   Reflection for Use of Procedure.**

Use of this procedure shall not reflect unfavorably on the employee, the Supervisor(s), the Department Manager(s), or the general management of the City. Retaliatory or discriminatory action against an employee for using this procedure or discrimination in the application of a rule or policy shall be a violation of City policy.

### **30.3   Grievance Procedure Defined.**

This grievance procedure is established to accomplish the following objectives:

- a.     To settle the disagreement at the employee-supervisor level, if possible.
- b.     To provide an orderly procedure to handle the grievance through each level of supervision, if necessary.

- c. To resolve the grievance as quickly as possible.
- d. To correct, if possible, the cause of the grievance to prevent future similar complaints.
- e. To reduce the number of grievances by allowing them to be expressed thereby adjusting and eliminating grievances.
- f. To promote harmonious relations among employees, their supervisors, and the departmental staff.
- g. To ensure fair and equitable treatment of all employees.

#### **30.4 Grievance Process.**

The conduct of Grievance Process shall be as follows:

- a. An aggrieved employee may be represented by his/her recognized employee organization, other representative of his/her choosing, or may represent him or herself in preparing and presenting his/her grievance at any level of review.
- b. The employee and his representative(s), if any, may use a reasonable amount of work time, as determined by the appropriate management supervisor, if conferring about and in presenting a grievance.
- c. Any monetary grievances shall be limited to the date the grievance was originally filed in writing or otherwise as provided in Step I of the Grievance Procedure, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.
- d. The time limit specified in this article may be extended by mutual agreement of the aggrieved employee and the reviewer concerned.
- e. Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step.
- f. The grievance may be considered settled if the decision of any step is not appealed within the specified time limit.



### **30.5 Grievance Procedure.**

The Grievance Procedure shall be as follows:

- **Step 1.**

The aggrieved employee will first attempt to resolve the grievance through informal discussion with his or her immediate supervisor by the end of the tenth calendar day following the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level.

- **Step 2.**

If the grievance is not resolved through the informal discussions, the aggrieved employee will reduce the grievance to writing and submit copies to his or her Department Manager and the Human Resources Director or his or her designee within ten (10) calendar days of the discussion with his/her immediate supervisor.

The Department Manager shall have ten (10) calendar days from the receipt of a written grievance to review the matter and prepare a written response.

- **Step 3.**

If the grievance is not resolved in Step 2, the aggrieved employee may appeal the decision of his or her Department Manager to the City Manager in writing within ten (10) calendar days of the receipt of the Department Manager's response. If the employee wishes, he or she may request to have the grievance reviewed by an Employee Appeals Board, or a State Mediator, prior to review by the City Manager, and he or she must so indicate in his or her appeal to the City Manager.

### **30.6 Employee Appeals Board.**

If the aggrieved employee selects to submit the grievance to the Employee Appeals Board, the Board shall be convened to hear the grievance on its merits with the purpose of attempting to resolve it in a satisfactory manner. This Board shall consist of three (3) members. One member shall be appointed by the affected employee or the Union; one member shall be appointed by the City; and the third member, who shall act as chairperson, shall be selected by the other two members.

No member of the Board shall be a person in the normal line of supervision nor from within the same department or division as the affected employee. No member of the Board shall be compensated by the City for serving on the Board except that if a City employee serves on the Board, he or she shall be released for such service without loss of regular straight time compensation during his/her normal work hours.

The Employee Appeals Board shall then determine the facts of the grievance and submit a report of its findings along with a recommendation for settlement within ten (10) calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee.

### **30.7 Non-Binding Confidential Mediation.**

If the aggrieved employee selects to submit the grievance to the non-binding confidential mediation instead of the Employee Appeals Board, the City Manager or designee and the employee or employee's representative within ten (10) days shall mutually select a mediator, or if agreement on a mediator cannot be reached, the parties may request that a mediator be assigned by the California State Mediation and Conciliation Service.

The fees and expenses of mediation shall be shared equally by the City and the Union. In the event the employee is not represented by the Union, these fees shall be borne by the City. All other expenses shall be borne by the party incurring them and no party shall be responsible for the expenses of witnesses called by another party, if any.

The Mediator shall then determine the facts of the grievance and submit a report of his/her findings along with a recommendation for settlement within ten (10) calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee.

### **30.8 Employee Appeals Board or Mediator Recommendation to City Manager.**

Upon receipt of the employee's appeal and/or report and recommendations of the Employee Appeals Board or Mediator, the City Manager may elect the methods he or she then considers appropriate to review and settle the grievance. He or she shall render a written decision to all parties directly involved within fifteen (15) calendar days after receiving the employee's appeal, or if the Employee Appeals Board or Mediation procedure was utilized, after receipt of the Employee Appeals Board/Mediator's report. The decision of the City Manager shall be final and not subject to appeal or review by the City Council.

## **ARTICLE XXXI. DISCIPLINARY ACTION**

### **31.1 Disciplinary Action**

Disciplinary action proposed and/or imposed against an employee whose position is represented under a collective bargaining agreement shall be governed by the process(es) as defined within that employee's collective bargaining agreement. The City Manager is authorized to develop a disciplinary action process for employees not represented by a collective bargaining agreement; however, such a process shall not waive the at-will employment status of said unrepresented employees.

## 31.2 Causes for Disciplinary Action

Disciplinary action may be taken for any just cause. Cause for disciplinary action shall include, but shall not be limited to, any of the following:

1. Fraud of any kind; or misstatement or untruths or omissions of any material fact in the application process or in securing appointment or promotion; or falsification or untruths concerning records, fellow employees, or work performed.
2. Incompetence, inefficiency or carelessness in the performance of required duties; Less than satisfactory performance.
3. Neglect of or inattention to job duties, including the conduct of personal affairs during working hours.
4. Insubordination - willful disobedience, or failure to obey any proper direction made and given by a superior officer or supervisor.
5. Misconduct - willful or wanton disregard of the interests of the City, or deliberate violation or disregard of behavioral norms/expectations
6. Conduct unbecoming an employee of the City.
7. Any acts or omissions, which are either incompatible with or unfavorable to the public service, or which tend to bring reproach or discredit to the City.
8. Discourteous or non-cooperative treatment of the public, City elected officials, employees, or volunteers; Offensive or obscene language in public, or towards the public, City elected officials, or employees.
9. Dishonesty or immorality on the job.
10. Endangering self or others, or failure to follow adopted safety practices, or failure to properly use required personal protective gear or equipment.
11. Reporting for duty or being on duty under the influence of any intoxicant or absenting oneself from duty or rendering oneself unfit to perform fully one's duties for reasons attributable to or produced by intoxicants; Failure to notify a supervisor, in writing, when the employee is taking prescription medication that can impair judgment or performance.
12. Failure to report to work as scheduled or failure to notify supervisor, in accordance with department standards, of one's inability to report to work; Abuse of sick leave privileges.

13. Failure to immediately report a vehicle accident.
14. Intimidation or interference with the rights of any employee; Fighting, assault and/or battery on the public, City elected officials, employees or volunteers.
15. Failure to maintain the necessary license or certification required by the class specification.
16. Sleeping on the job.
17. Conviction of a crime, the nature of which has a direct bearing on continued employment.
18. Unauthorized leave of absence; failure to report to work after an authorized leave of absence has expired or after a requested leave of absence has been disapproved, revoked or canceled; or any other unauthorized absence from work.
19. Misuse or misappropriation of City property or funds; carelessness or negligence with the monies or other property of the City; appropriating to the employee's own use any property of the City, or loaning, selling or giving away such property without legal authorization.
20. Theft or sabotage of City property or funds.
21. Using or attempting to use political influence in attempting to secure promotion, leave of absence, transfer, change of rate of pay or character of work.
22. Inducing or attempting to induce a City employee to commit an unlawful act in violation of any lawful department or official regulation or order.
23. Taking for personal use, from any person, a fee, gift or other valuable thing in connection with official work when such fee, gift or other valuable thing is given in the expectation of receiving favored treatment.
24. Violation of or failure to abide by any condition of employment stipulated in the Municipal Code, Personnel Rules, any City Policies and Procedures, collective bargaining agreement (if any), administrative memorandum, or lawful official regulation or order of the City.
25. Failure to cooperate in an official inquiry or investigation into an alleged violation of this MOU or the Personnel Rules.

26. Working overtime without supervisory authorization.
27. Engaging in outside employment without supervisory authorization.
28. Bringing a gun or any other dangerous weapon onto City property.

### **31.3 Forms of Discipline**

- A. Written Reprimand
- B. Suspension
- C. Reduction in Step
- D. Involuntary Demotion (Note: Termination of an incentive pay or assignment pay is not considered demotion.)
- E. Termination

### **31.4 Authority of Disciplinary Action**

The Department Head has authority to take disciplinary action. The immediate supervisor has the authority to issue a written reprimand. The Human Resources Director shall be notified of any proposed or pending disciplinary action, beyond a written reprimand. The decision of the City Manager or designee shall be final and not subject to review by or appeal to the City Council.

### **31.5 Procedures for Written Reprimand**

Employees may request a review by the Department Head regarding a written reprimand by submitting a written request within ten (10) days from the date of the written reprimand. The Department Head shall review the employee's submission, may meet with the employee within ten (10) days of the filing of the request and shall issue written findings within ten (10) days of the review/meeting. The employee shall be entitled to representation, but is not entitled to an evidentiary hearing or to present witnesses. Written reprimands are not subject to the discipline procedures set forth in the below Sections regarding Notice of Intended Discipline, Notice of Discipline, Post-Disciplinary Appeal, or the Grievance Procedure.

In the event the written reprimand was issued by the Department Head, the employee may request a review by the Human Resources Director, per the procedure outlined above.

### **31.6 Notice of Intended Discipline**

- A. Prior to receiving any suspension, reduction in step, involuntary demotion or termination, the employee shall receive written notice of the proposed disciplinary action containing the following:
1. The proposed disciplinary action;
  2. The grounds on which the proposed discipline is based;
  3. A summary of the reasons for the proposed action;
  4. The documents, or access to the documents, upon which the proposed action is based;
  5. Notice to the employee of the right to respond to charges orally and/or in writing within seven (7) days from the service of the notice.
- B. An employee who desires to respond orally may do so by appearing at the time and place agreed upon by the employee and the Department Head. The employee is entitled to representation, but is not entitled to an evidentiary hearing or to present witnesses. If the employee demonstrates good cause why he/she cannot respond within seven (7) days, the City may grant a continuance.

### **31.7 Notice of Discipline**

No disciplinary action against an employee, excluding probationary and other at-will employees, shall be imposed unless such action is recommended by the City in a written notice of disciplinary action. This notice shall be served on the employee (with a copy to the Union representative, if involved) and filed with the Human Resources Department no later than seven (7) days after the date of such action. The notice shall include:

1. A statement of the disciplinary action;
2. The effective date of the action;
3. The grounds on which the discipline is based;
4. A summary of the reasons for the proposed action;
5. The documents, or access to the documents, upon which the proposed action is based;
6. A statement addressing the responses to the charges by the employee or designated representative, if any;
7. Notice to the employee of the right to appeal.

### 31.8 Post-Disciplinary Appeal

The following post-disciplinary appeal procedures to suspensions, reductions in step, demotions and terminations:

1. Within seven (7) days of the receipt of written notice of final disciplinary action, the disciplined employee may appeal the disciplinary action to the City Manager by filing a written request with the City Manager and providing a copy of the request to the Human Resources Director. Failure by the employee or the employee's representative to initiate the appeal within the prescribed time limits shall waive the right of the employee and the employee's representative from appealing the discipline.
2. The City Manager or designee and the employee or employee's representative shall select a hearing officer who shall conduct an administrative hearing within sixty (60) days. The hearing officer shall be selected from among a list of names not to exceed ten (10) names provided by the California State Mediation and Conciliation Service. The method of selection from said list shall consist of the following process:

After a toss of coin to decide which party shall move first, the City Manager or designee and the employee or employee's representative shall alternatively strike one name from the list until one name remains and such person shall act as the hearing officer. The next to the last name stricken shall be the alternate hearing officer to serve in the event the first hearing officer is not available. The procedure shall be followed until there is an available arbitrator.
3. The fees and expenses of the hearing officer and court reporter (if any) shall be shared equally by the City and the Recognized Employee Organization. In the event the employee is not represented by a Recognized Employee Organization, these fees shall be borne by the City. All other expenses shall be borne by the party incurring them and no party shall be responsible for the expenses of witnesses called by another party. Parties shall bear their own cost of any requested hearing transcript.
4. The hearing officer shall make a recommendation to the City Manager to sustain, modify or reverse the disciplinary action. A copy of the recommendation shall be given to the employee. The City Manager will then issue a final written decision within fifteen (15) days of receiving the recommendation, and may, but is not required to, accept the hearing officer's recommendation.

In the event the disciplined employee reports directly to the City Manager, or the City Manager initiated the disciplinary action as described within this section, the hearing officer shall make a recommendation to the City Attorney. The City Attorney's decision shall be final and not subject to review by or appeal to the City Council.

### **31.9 Waiver of Steps or Time Limits**

Any time limit or stage of the Discipline Procedure may be waived if all involved parties consent in writing.

## **ARTICLE XXXII. LAYOFF/REDUCTION IN HOURS**

### **32.1 Layoff Policy**

Whenever the City Manager and/or City Council determines in his/her/their sole discretion that it is necessary to abolish any position of employment due to changes in duties or organizational structure, economic conditions, lack of work or funds, or any other reason, the employee holding that position may be laid off, transferred, or demoted without disciplinary action and without the right of appeal.

### **32.2 Notification**

An employee being laid off shall be given at least thirty (30) days prior written notice.

At the time affected employees are noticed of the layoff, the Human Resources Director will also provide written notice to the bargaining unit representative(s). The City and the bargaining unit representatives will engage in the meet and confer process regarding the impacts of the layoff. Any questions or concerns regarding the order of layoff will be discussed during the impact meeting(s).

### **32.3 Order of Layoff**

In each class, employees shall be laid off according to employment status in the following order: temporary, provisional, regular part-time, probationary full-time, and regular full-time. In this chapter, probationary status means the probationary period required upon the initial employment with the City leading to a regular position.



### **32.4 Vacancy, Demotion, Retreat, and Seniority**

When the City has determined that a regular employee is to be laid off, the City Manager shall first demote the regular employee (based upon seniority within the class at the City of Pinole) to a regular position vacancy, if any, in a lower class which the employee previously held. All persons so demoted shall have their names placed on a reinstatement list for a period of one year.

Upon layoff, regular employees have the right to retreat to a lower class in accordance with this layoff policy. In order to retreat to a lower class an employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Human Resources Director within seven (7) days of receipt of notice of layoff. An employee retreating to a lower class shall be placed at the salary step representing the least loss of pay.

For purposes of layoff, seniority shall be defined as an employee's tenure in a class. When an employee retreats to a lower class seniority for that class shall include the tenure of all higher classes.

Seniority includes time accrued in regular full-time and regular part-time service. In this chapter, length of service for regular part-time employment is calculated on a pro-rata basis. Employment in a temporary appointment position does not count in calculating seniority.

### **32.5 Reinstatement List**

The names of all regular and probationary employees laid off, or demoted in lieu of layoff, shall be placed on a reinstatement list for the classification from which they were removed.

Reinstatement list(s) shall remain in effect for twelve (12) months, unless exhausted sooner.

Reinstatement lists shall take precedence over all other employment lists except that employees on such lists shall not have the right to displace working employees.

Failure by a laid off employee to promptly respond to and accept a reinstatement offer in writing within ten (10) days of the date the offer is mailed to his/her last known address shall result in removal of his/her name from the reinstatement list.

Reinstatement will result in removal from the reinstatement list except when reinstatement is in a lower class.

### **32.6 Reinstatement**

A former employee appointed from a reinstatement list shall have the following benefits restored:

1. Accrued but unused sick leave.
2. Seniority at the time of layoff for vacation accrual, years of service, and department purposes as defined within department operating procedures (e.g., work schedule preferences, vacation scheduling preferences).

### **32.7 Layoff of At-Will Employees**

By definition, employment at-will may be terminated by either the employee or the City at any time with or without cause and with or without notice. Nothing in this chapter shall require the City Manager to allow a terminated at-will employee to displace an employee in a lower class or require the City Manager to place the terminated at-will employee on a reinstatement list.

### **32.8 Reduction in Hours**

Whenever the City Manager and/or City Council determines in his/her/their sole discretion that it is necessary to reduce the funding for any position of employment due to changes in duties or organizational structure, economic conditions, lack of work or funds, or any other reason, the employee holding that position will have their working hours reduced accordingly, without disciplinary action and without the right of appeal.

In the event that funding for a regular status position is reduced the impacted employee shall be given at least fourteen (14) days prior written notice.

At the time affected employees are noticed of the reduction in hours, the Human Resources Director will also provide written notice to the bargaining unit representative(s). The City and the bargaining unit representatives will engage in the meet and confer process regarding the impacts of the reduction in hours.

Employees will have their salary, benefits and leave accruals reduced in proportion to their percentage of full-time status, and in accordance with the applicable MOU. In the event that funding for a position that has had the hours reduced is returned to the previous level, employees shall not be entitled to any additional compensation, benefits, or seniority for the period during which their hours were reduced. Seniority during the time of reduced hours shall be retained for future reduction in force, and department purposes as defined within department operating procedures (e.g., work schedule preferences, vacation scheduling preferences).

## **ARTICLE XXXIII. PROBATIONARY PERIOD**

### **33.1 Objective of the Probationary Period**

The probationary period shall be regarded as part of the selection process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for releasing any probationary employee whose performance in the opinion of the Department Head and/or the City Manager does not meet the required standards of work. Nothing in this policy is intended to limit the reasons for which an employee may be released during the probationary period. Release of an employee during the probationary period may be with or without cause and with or without prior notice to the employee.

### **33.2 Probationary Period**Error! Bookmark not defined.

All original appointments shall be tentative and subject to a probationary period of twelve (12) months of active duty from the date of probationary appointment. All promotional appointments shall be tentative and subject to a probationary period of six (6) months of active duty from the date of promotion. Days absent without pay, or leaves with pay exceeding thirty (30) calendar days during the probationary period shall extend the probationary period by the same number of days so as to result in a probationary period of active working duty for the required six (6) or twelve (12) months of active duty. Employees who transfer to another position in the same classification shall not be required to undergo a new probationary period for the position into which he/she is transferring, provided the employee has completed the probationary period in the classification at the time of transfer. During the initial probationary period, the employee may be released at any time by the City Manager, City Manager's designee, and/or the Department Head with or without cause and with or without prior notice. An employee released during the probationary period has no right to appeal or grieve the release.

By mutual written agreement of the Department Head and the employee, the initial probationary period may exceed twelve (12) months of active duty when in the opinion of the Department Head, and the City Manager additional time is necessary to evaluate the employee's effectiveness in his/her position. The probationary period shall not exceed eighteen (18) months of active duty.

### **33.3 Promotional Probationary Period**Error! Bookmark not defined.

An employee who has previously completed the requisite probationary period for an initial appointment and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee was dismissed for cause from employment during the promotional probationary period, the

employee shall not be entitled to such reinstatement rights. An employee rejected during the promotional probationary period has no right to appeal or grieve the rejection.

## **ARTICLE XXXIV. Union Membership, Due Deduction, and New Employee Orientation**

### **34.1 Union Membership**

The City upon receipt of a certified written member list issued by a duly authorized Union official, shall deduct dues and voluntary deductions selected by members, as established by the Union from the salaries of its members. The Union shall notify the City in writing as to the amount of such dues uniformly required of all members of the Union and the amounts of any Union sponsored benefit deduction for its members. The sums so withheld shall be remitted by the City, without delay, along with a list of employees and their respective dues and voluntary deductions. The Union bears responsibility for allocating dues and voluntary deductions pursuant to the employee's request

The employees' earnings must be sufficient after legal and required deductions are made to cover the amount of the dues or deductions. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover the pay period from the future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues and service fees.

### **34.2 Annual AFSCME Local 512 Financial Reports Required.**

AFSCME Local 512 shall submit copies of the financial report required pursuant to the labor management disclosures act of 1959 to the City Manager once annually. Copies of such reports shall be available to employees at the office of the union.

### **34.3 Indemnification.**

AFSCME Local 512 shall indemnify and hold the City and its officers and employees harmless from any and all claims, demands, suits, or any other actions arising from the collection of dues and deductions herein. In no event shall the City be required to pay for from its own funds Union dues, or deductions that the employee was obligated to pay, but failed to pay, regardless of the reason.

#### **34.4 AB119 - New Employee Orientation (NEO)**

Assembly Bill AB119 (New Employee Orientation- NEO) requires that the public employer (City of Pinole) shall provide the exclusive representative (AFSCME Council 57/ Local 512) of said employees, mandatory access to its new employee orientations. The parties agree to the following and acknowledges the parties' obligation to negotiate pursuant to Government Code Section 3557 and as such, parties waive their right to compulsory arbitration provided in Government Code Section 3557.

New employee orientation (NEO) means an "in person" meeting designated as such and scheduled with representatives of the City to advise and inform new employees of their employment benefits, responsibilities, Union/City Rules, and other similar related matters. Currently, the City performs new employee orientations. However, there may be instances where orientations are held on a different date and/or time following their actual start date due to business needs. Typically, the orientation process lasts one (1) to two (2) hours and occurs during working hours.

#### **34.5 Notice Requirements**

The City of Pinole shall make every effort to provide written notice (by email or letter) to the Union of all new employee orientations, which they represent, at least fifteen (15) calendar days, no less than ten (10), prior to the scheduled orientation. The new employee orientation notice provided to the Union shall include the date, time, and location of the orientation. This will allow for proper scheduling to ensure that representative(s) from the Union are available to meet with the employee prior to or following the orientation session. If the Union or its representative are not available on the day or time The City has scheduled its orientation, The City will allow the Union to meet with the new employee within a week of hire.

AFSCME Council 57 / Local 512 will be provided the opportunity to have its Unit President or the Union's chosen designee to meet with the new employee for up to 45 minutes of uninterrupted private time prior to or following the NEO. The Union may provide for example, literature, written materials, packet of information, and or a visual presentation about its Union to the new employee(s).

The Union's portion of the NEO will be conducted during paid City time as a regular part of the new employee orientation. Typically, the Union's representatives are comprised of the Business Agent and/ or the Unit President / or chosen designee bargaining unit member. Approval from the Department Director shall be authorized prior to a bargaining unit member attending the new employee orientation. At no time shall the bargaining unit member (acting as a Union representative) meeting with the new employee result in any overtime or additional costs to the City. A bargaining unit member attending the orientation as a Union representative shall do so during their regular working hours so as to not incur additional costs to the City. If release time is

requested, the Union will provide The City, in advance notice, of the name(s) of the bargaining unit member(s) who they wish to attend the orientation.

During the new employee orientation, The City shall clearly communicate to each new employee hired into a position/classification represented by the (AFSCME Local 512) bargaining unit, that the employee's position is represented by AFSCME Local 512. To properly identify current leaders, the Union will provide a roster of current representative(s) to the City of Pinole prior to such orientation.

### **34.6 Reporting Requirements**

Within 30 days of hire or by the first pay period of the month following hire, The City shall provide AFSCME Local 512 with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer, as well as home address of all newly hired employees. AB119 requires that The City provide the Union with this information for all employees in the bargaining unit at least every 120 days.

Notwithstanding the above, the City will provide to the Union on a monthly basis an electronic malleable list in Microsoft Excel of all bargaining unit members including the following information on file with the employer: full name, job classification, department, employee number, job type (full-time/part-time), work location, work, and personal telephone numbers, personal email addresses, work email addresses, home address, pay step, pay rate, and pay status.

## **ARTICLE XXXV. DURATION**

### **35.1 Term.**

This MOU shall be in full force and effect from July 1, 2025, to and through June 30, 2026.

### **35.2 MOU “Meet and Confer” Obligations.**

It is mutually agreed that the approval and ratification of this Memorandum of Understanding relieves the City of any and all further obligations to meet and confer regarding the provisions of this agreement, as required by the Government Code of the State of California for the period covered by this agreement, except as to the provisions of section 30.3. Nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring, and making modifications hereto by mutual consent.

### **35.3 Notice of Termination.**

This MOU shall continue in force and effect hereafter from year to year unless either party gives one hundred and twenty (120) days written notice prior to the expiration date, or any annual anniversary date thereafter to terminate or modify this Agreement.

### **35.4 Effective Date.**

All provisions contained in this MOU are effective July 1, 2025, unless specifically stated otherwise.

### **35.5 Continuation of MOU in Light of Federal/State Law Changes.**

In the event any portion of this Agreement is declared null and void under Federal or State law, the balance of the Agreement shall continue in full force and effect, and the parties shall commence negotiations to ensure that the superseded portion shall be rewritten to conform as closely as is possible to the original intent.

**[SIGNATURES ON NEXT PAGE]**

## SIGNATURES

### FOR CITY OF PINOLE:

\_\_\_\_\_  
Kelcey Young, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Markisha Guillory, Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stacy Shell, Human Resources Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlene Davis, Human Resources Analyst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gregory Ramirez, Chief Negotiator

\_\_\_\_\_  
Date

### AFSCME Local 512

\_\_\_\_\_  
Kim Young, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Howe, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew Jones, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rob Ouellette, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sarrah Patton, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa A. Davis, Chief Negotiator and  
Senior Business Agent

\_\_\_\_\_  
Date



## **ATTACHMENT A – SALARY SCHEDULES**

## **ATTACHMENT B – RESOLUTION**

**ATTACHMENT C – SIDE LETTER “RETIREE MEDICAL COMMITTEE”**

WHEREAS, the parties have engaged in good-faith negotiations;

NOW, THEREFORE, The parties agree to form an employer-employee committee consisting of up to five members from the employer and up to five (5) members from the Union to explore sustainable retiree medical plan options and make recommendations to the City.

The committee will have their first meeting by July 1, 2026, and shall meet at dates and times thereafter as agreed to by the Parties.

This Side Letter of Agreement shall not be included in the successor agreement.

**FOR CITY OF PINOLE:**

|                                               |            |
|-----------------------------------------------|------------|
| <hr/> Kelcey Young, City Manager              | <hr/> Date |
| <hr/> Markisha Guillory, Finance Director     | <hr/> Date |
| <hr/> Stacy Shell, Human Resources Director   | <hr/> Date |
| <hr/> Charlene Davis, Human Resources Analyst | <hr/> Date |
| <hr/> Gregory Ramirez, Chief Negotiator       | <hr/> Date |

**AFSCME Local 512**

|                                 |            |
|---------------------------------|------------|
| <hr/> Kim Young, President      | <hr/> Date |
| <hr/> Michael Howe, Team Member | <hr/> Date |

---

Matthew Jones, Team Member

---

Date

---

Rob Ouellette, Team Member

---

Date

---

Sarrah Patton, Team Member

---

Date

---

Lisa A. Davis, Chief Negotiator and  
Senior Business Agent

---

Date

## **ATTACHMENT D – SIDE LETTER “NEW JOB SPECIFICATION”**

WHEREAS, the parties have engaged in good-faith negotiations;

NOW, THEREFORE, The parties will meet and discuss, no later than 60 days after adoption, a joint recommendation to be made to the City Manager for the establishment of a new job classification at the manager level in the Communications Department PCTV Division.

This Side Letter of Agreement shall not be included in the successor agreement.

### **FOR CITY OF PINOLE:**

\_\_\_\_\_  
Kelcey Young, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Markisha Guillory, Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stacy Shell, Human Resources Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlene Davis, Human Resources Analyst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gregory Ramirez, Chief Negotiator

\_\_\_\_\_  
Date

### **AFSCME Local 512**

\_\_\_\_\_  
Kim Young, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Howe, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew Jones, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rob Ouellette, Team Member

\_\_\_\_\_  
Date

---

Sarrah Patton, Team Member

---

Date

---

Lisa A. Davis, Chief Negotiator and  
Senior Business Agent

---

Date

## **ATTACHMENT E – “ME TOO CLAUSE”**

WHEREAS, the parties have engaged in good-faith negotiations;

NOW, THEREFORE, The parties agree to apply the following, in the 2025-2026 MOU succeeding the Memorandum of Understanding (MOU) that expired on June 30, 2025:

1. General Salary Increases (GSI). If the City provides any other bargaining unit (i.e., AFSCME PEU Local 1 or Pinole Police Employees' Association) with a GSI different than those provided in the MOU expiring on June 30, 2026 (2025-2026 MOU), then the City shall adjust the salary rates contained in the successor agreement so that it is equal to the increases and the effective dates granted employees in the other bargaining units' successor agreements.
2. Health Insurance Benefit. If the City provides any other bargaining unit with a Health Insurance Benefit contribution different than the provisions in the 2025-2026 MOU, the City shall adjust the HIB provisions contained in the successor agreement so that they are equal to the HIB benefit contained in the other bargaining units' successor agreements.
3. Deferred Compensation. If the City provides any other bargaining unit with a Deferred Compensation benefit different than the provisions in the 2025-2026 MOU, the City shall adjust the Deferred Compensation provisions contained in the successor agreement so that they are equal to the Deferred Compensation benefit contained in the other bargaining units' successor agreements.
4. Term of Agreement. The term of agreement in the successor agreement shall be equal to the length of the agreement reached by any other bargaining unit.

### **EXPIRATION**

This Side Letter of Agreement shall expire once its provisions, as necessary, are incorporated into the successor agreement through amendments to its final language.

This Side Letter of Agreement shall not be included in the successor agreement.

[SIGNATURES ON NEXT PAGE]

**FOR CITY OF PINOLE:**

\_\_\_\_\_  
Kelcey Young, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Markisha Guillory, Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stacy Shell, Human Resources Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlene Davis, Human Resources Analyst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gregory Ramirez, Chief Negotiator

\_\_\_\_\_  
Date

**AFSCME Local 512**

\_\_\_\_\_  
Kim Young, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Howe, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew Jones, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rob Ouellette, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sarrah Patton, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa A. Davis, Chief Negotiator and  
Senior Business Agent

\_\_\_\_\_  
Date



City of Pinole and AFSCME Local 512  
Negotiations 2025 – Total Tentative Agreement of the Parties  
Listing of Tentative Agreements

The following Tentative Agreements comprise a Total Tentative Agreement of the parties and shall be included in the successor 2025-2026 MOU:

- |                                            |                                |
|--------------------------------------------|--------------------------------|
| • 6.1 COLA                                 | Union Counter (6/24/25).       |
| • 6.1.3 Market Equity Adj. Meet-and-confer | City Counter (6/24/25).        |
| • 12.1 Acting Pay Defined and Rate of Pay  | Union Proposal (4/22/25).      |
| • 15.2 List of Official Holidays           | Union Counter (6/12/25).       |
| • 17.1 Medical Insurance Provided          | Union Proposal (4/22/25).      |
| • 35.1 Term                                | City Counter (5/27/25).        |
| • 35.4 Effective Date                      | Union Proposal (4/22/2025).    |
| • New Uniform                              | Union Proposal (5/13/25).      |
| • New Equipment                            | City Counter (6/24/25).        |
| • New Deferred Comp & Roth IRA Plans       | City Counter (5/27/25).        |
| • Side Letter Establish Job Specification  | Tentative Agreement (6/24/25). |
| • City No. 1 Retiree Medical               | Union Counter (6/24/25).       |
| • “Me Too” language                        | Tentative Agreement (6/24/25). |

For AFSCME L512:

For the City of Pinole:

|                          |      |
|--------------------------|------|
| Michael Howe             | Date |
| Negotiations Team Member |      |

|                                     |      |
|-------------------------------------|------|
| Gregory Ramirez<br>Chief Negotiator | Date |
|-------------------------------------|------|

|                          |      |
|--------------------------|------|
| Matthew Jones            | Date |
| Negotiations Team Member |      |

|                          |      |
|--------------------------|------|
| Stacy Shell              | Date |
| Negotiations Team Member |      |

|                          |      |
|--------------------------|------|
| Robert Ouellette         | Date |
| Negotiations Team Member |      |

|                          |      |
|--------------------------|------|
| Charlene Davis           | Date |
| Negotiations Team Member |      |

|                          |      |
|--------------------------|------|
| Sarrah Patton            | Date |
| Negotiations Team Member |      |

|                          |      |
|--------------------------|------|
| Markisha Guillory        | Date |
| Negotiations Team Member |      |

|                                                              |      |
|--------------------------------------------------------------|------|
| Lisa A. Davis<br>Chief Negotiator -<br>Senior Business Agent | Date |
|--------------------------------------------------------------|------|

**AFSCME / Local 512 Counter Proposal to the City of Pinole ~ June 12, 2025**

**6.1.5 Cost of Living Adjustment.**

Effective first full pay period following July 1, 2023 **2025**, classifications represented by the Union shall receive a four percent (4%) ~~7%~~ **5%** wage increase.

**For AFSCME / Local 512**

Signed by: Michael Howe 6/24/2025  
A1450F985CA0405...  
**Michael Howe** Negotiations Team Member **Date**

Matthew Jones 6/24/25  
**Matthew Jones** Negotiations Team Member **Date**

Robert Ouellette 6-24-25  
**Robert Ouellette** Negotiations Team Member **Date**

Signed by: Sarraha Patton 6/25/2025  
5BDE2E4D0ABA430...  
**Sarraha Patton** Negotiations Team Member **Date**

Kimberly Young 6/24/25  
**Kimberly Young** Negotiations Team Member **Date**

Lisa A. Davis 6/24/25  
**Lisa A. Davis** Chief Negotiator - Senior Business Agent **Date**

**For the City of Pinole**

Gregory Ramirez 6/24/2025  
**Gregory Ramirez** Chief Negotiator for The City of Pinole **Date**

Stacy Shell 6/24/25  
**Stacy Shell** Human Resources Director **Date**

3%  
 390  
 2:44pm  
 1:39  
 6/24/2025

6/12/2025  
 2:24pm

**AFSCME / Local 512 Proposal to the City of Pinole ~ April 22, 2025**

**6.1.3 Market Equity Adjustment Meet and Confer**

Market Equity adjustments are made from time to time to ensure pay parity and fairness among employees within an organization. Should a Market equity adjustment be considered, the parties agree to meet and confer to discuss the matter. The Union shall be notified about planned changes whereby allowing the parties an opportunity to express their views / input prior to any implementation of such anticipated changes

**For AFSCME / Local 512**

Signed by:

Michael Howe

6/24/2025

Michael Howe

Negotiations Team Member

Date

Date

Robert Ouellette

Negotiations Team Member

Date

Signed by:

Sarrah Patton

6/25/2025

Sarrah Patton

Negotiations Team Member

Date

Kimberly Young

Negotiations Team Member

Date

Lisa A. Davis

Chief Negotiator - Senior Business Agent

Date

For the City of Pinole

Gregory Ramirez

Chief Negotiator for The City of Pinole

Date

11:12  
4/22/2025



**Stacy Shell**

**Human Resources Director**

6/24/25

**Date**



**Charlene Davis**

**Human Resources Analyst**

06/24/25

**Date**



**Markisha Guillory**

**Finance Director**

6/24/2025

**Date**

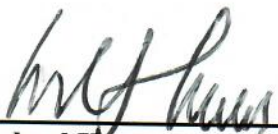
**AFSCME / Local 512 Proposal to the City of Pinole ~ April 22, 2025**

**12.1 Acting Pay Defined and Rate of Pay**

**\* Title change only**

**12.1 Working out of class**

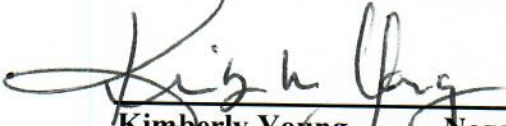
**For AFSCME / Local 512**

  
Michael Howe Negotiations Team Member Date 5/27/25

Matthew Jones Negotiations Team Member Date

  
Robert Ouellette Negotiations Team Member Date 5-27-25

  
Sarrah Patton Negotiations Team Member Date 5/27/25

  
Kimberly Young Negotiations Team Member Date 5/27/25

  
Lisa A. Davis Chief Negotiator - Senior Business Agent Date 5/27/25

**For the City of Pinole**

  
Gregory Ramirez Chief Negotiator for The City of Pinole Date 5/27/2025

  
Stacy Shell Human Resources Director Date 5/27/25

11:15  
4/22/2025

*Charlene Davis*

**Charlene Davis**

**Human Resources Analyst**

*05/27/25*

**Date**

*Markisha Guillory*

**Markisha Guillory**

**Finance Director**

*5/27/2025*

**Date**



**AFSCME / Local 512 Counter Proposal to the City of Pinole ~ June 12, 2025**

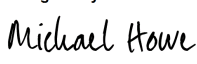
**15.2 List of Official Holidays**

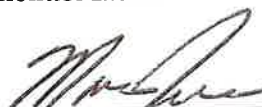
**Add the following holidays to the list of official holidays -**  
~~Indigenous People Day as Holiday (2<sup>nd</sup> Monday of October)~~

**Christmas Eve (December 24<sup>th</sup>)**

**Note: Housekeeping / address typo in first paragraph -**  
 ....to make o the difference .... to make up the difference

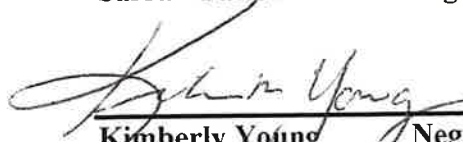
**For AFSCME / Local 512**

Signed by:  
  
 A4450F085CA64B5...  
 Michael Howe Negotiations Team Member Date 6/24/2025

  
 Matthew Jones Negotiations Team Member Date 6.24.25

  
 Robert Ouellette Negotiations Team Member Date 6-24-25

Signed by:  
  
 5BDE2E4D0ABA430...  
 Sarrah Patton Negotiations Team Member Date 6/25/2025

  
 Kimberly Young Negotiations Team Member Date 6/24/25

  
 Lisa A. Davis Chief Negotiator - Senior Business Agent Date 6/24/25

**For the City of Pinole**

  
 Gregory Ramirez Chief Negotiator for The City of Pinole Date 6/24/2025

from union  
 6/12/2025  
 2:26pm



Stacy Shell

Human Resources Director

6/24/25

Date



Charlene Davis

Human Resources Analyst

06/24/25

Date



Markisha Guillory

Finance Director

6/24/2025

Date



**AFSCME / Local 512 Proposal to the City of Pinole ~ April 22, 2025**

**ARTICLE XVII. MEDICAL INSURANCE**

**17.1 Medical Insurance Provided.**

For full-time regular employees, the City shall contribute toward the employee's health premium as follows:

Effective January 1, 2023 ~~2026~~ the City's contribution toward the employee's health premium will reflect the 2022 ~~2025~~ CalPERS Public Agency Kaiser rate at each level of coverage.

Effective January 1, 2024 ~~2027~~ the City's contribution toward the employee's health premium will reflect the 2023 ~~2026~~ CalPERS Public Agency Kaiser rate at each level of coverage.

Effective January 1, 2025, ~~2028~~ the City's contribution toward the employee's health premium will reflect the 2024 ~~2027~~ CalPERS Public Agency Kaiser rate at each level of coverage.

Represented employees are free to choose any health care plan offered under the CalPERS Health Care Program.

For part-time employees working at least 20 hours per week, the City shall make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

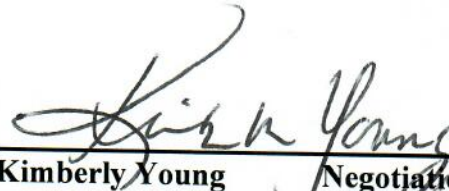
**For AFSCME / Local 512**

  
\_\_\_\_\_  
Michael Howe      Negotiations Team Member      Date 5/27/25

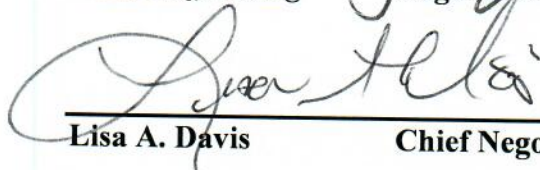
Matthew Jones      Negotiations Team Member      Date  
  
\_\_\_\_\_  
Robert Ouellette      Negotiations Team Member      Date 5-27-25

  
\_\_\_\_\_  
Sarrah Patton      Negotiations Team Member      Date 5/27/25

4/22/2025  
11:17 AM

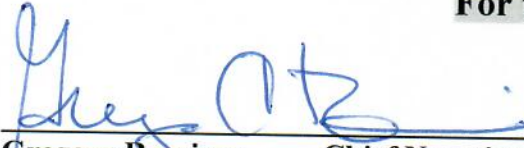
  
Kimberly Young Negotiations Team Member

5/27/25  
Date

  
Lisa A. Davis Chief Negotiator - Senior Business Agent

5/27/25  
Date

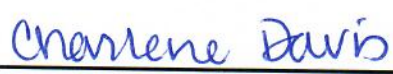
**For the City of Pinole**

  
Gregory Ramirez Chief Negotiator for The City of Pinole

5/27/2025  
Date

  
Stacy Shell Human Resources Director

5/27/25  
Date

  
Charlene Davis Human Resources Analyst

05/27/2025  
Date

  
Markisha Guillory Finance Director

5/27/2025  
Date

The City counter proposes to modify the MOU as follows:

35.1 Term.

This MOU shall be in full force and effect from July 1, ~~2023-2025~~, to and through June 30, ~~2025~~2026.

The parties tentatively agree to the foregoing subject to the Ground Rules:

For AFSCME L512:

  
\_\_\_\_\_  
Michael Howe  
Negotiations Team Member

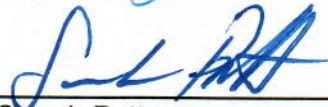
6/12/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Matthew Jones  
Negotiations Team Member

6/17/25  
\_\_\_\_\_  
Date

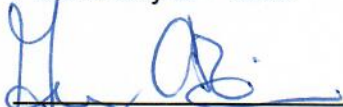
  
\_\_\_\_\_  
Robert Ouellette  
Negotiations Team Member

6-12-25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sarrah Patton  
Negotiations Team Member

6/17/25  
\_\_\_\_\_  
Date

For the City of Pinole:

  
\_\_\_\_\_  
Gregory Ramirez  
Chief Negotiator

6/12/2025  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stacy Shell  
Negotiations Team Member

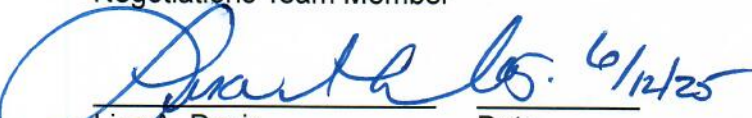
6/12/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Charlene Davis  
Negotiations Team Member

6/12/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Markisha Guillory  
Negotiations Team Member

6/12/2025  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lisa A. Davis  
Chief Negotiator -  
Senior Business Agent

6/12/25  
\_\_\_\_\_  
Date

  
6/12/25



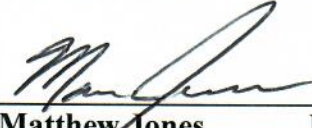
**AFSCME / Local 512 Proposal to the City of Pinole ~ April 22, 2025**

**35.4 Effective Date.**

All provisions contained in this MOU are effective July 1, 2023 **2025**, unless specifically stated otherwise.

**For AFSCME / Local 512**

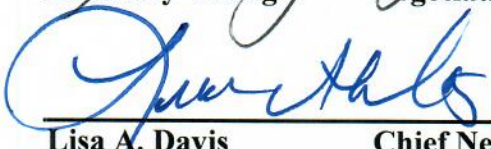
  
\_\_\_\_\_  
Michael Howe      Negotiations Team Member      Date 6/12/25

  
\_\_\_\_\_  
Matthew Jones      Negotiations Team Member      Date 6-17-25

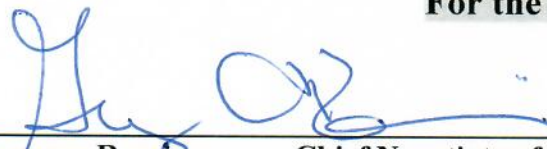
  
\_\_\_\_\_  
Robert Ouellette      Negotiations Team Member      Date 6-12-25

  
\_\_\_\_\_  
Sarrah Patton      Negotiations Team Member      Date 6/12/25

  
\_\_\_\_\_  
Kimberly Young      Negotiations Team Member      Date 6/12/25

  
\_\_\_\_\_  
Lisa A. Davis      Chief Negotiator - Senior Business Agent      Date 6/12/25

**For the City of Pinole**

  
\_\_\_\_\_  
Gregory Ramirez      Chief Negotiator for The City of Pinole      Date 6/12/2025

  
\_\_\_\_\_  
Stacy Shell      Human Resources Director      Date 6/12/25

*Charlene Davis*

*06/12/25*

**Charlene Davis**

**Human Resources Analyst**

**Date**

*Markisha Guillory*

*6/12/2025*

**Markisha Guillory**

**Finance Director**

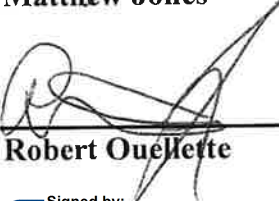
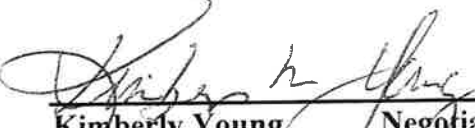
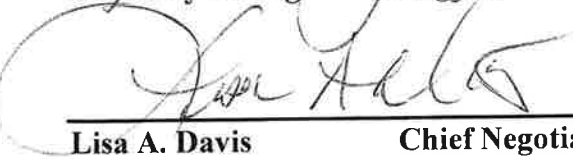
**Date**

**AFSCME / Local 512 Proposal to the City of Pinole ~ May 13, 2025**

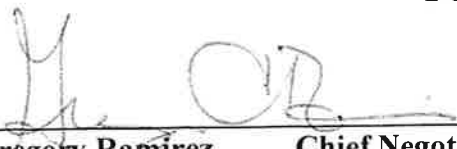
**Article XXVI. Uniform, Laundry Service, and Safety Shoe allowance.**

**(New) Article 26.3 Effective July 1, 2025** - Five (5) uniform shirts shall be afforded annually to said employees who hold the position of Code Enforcement Officers I / II. Weekly laundry service (per Article 26.1) shall apply as the City requires such standardized attire for said positions.

**For AFSCME / Local 512**

|                                                                                     |                                                 |             |
|-------------------------------------------------------------------------------------|-------------------------------------------------|-------------|
| Signed by:                                                                          |                                                 |             |
|    |                                                 | 6/24/2025   |
| <small>A4459F083CA64B5...</small>                                                   |                                                 |             |
| <b>Michael Howe</b>                                                                 | <b>Negotiations Team Member</b>                 | <b>Date</b> |
|    |                                                 | 6/24/25     |
| <b>Matthew Jones</b>                                                                | <b>Negotiations Team Member</b>                 | <b>Date</b> |
|   |                                                 | 6-24-25     |
| <b>Robert Ouellette</b>                                                             | <b>Negotiations Team Member</b>                 | <b>Date</b> |
| Signed by:                                                                          |                                                 |             |
|  |                                                 | 6/25/2025   |
| <small>5BDE2E400ABA430...</small>                                                   |                                                 |             |
| <b>Sarrah Patton</b>                                                                | <b>Negotiations Team Member</b>                 | <b>Date</b> |
|  |                                                 | 6/24/25     |
| <b>Kimberly Young</b>                                                               | <b>Negotiations Team Member</b>                 | <b>Date</b> |
|  |                                                 | 6/24/25     |
| <b>Lisa A. Davis</b>                                                                | <b>Chief Negotiator - Senior Business Agent</b> | <b>Date</b> |

**For the City of Pinole**

|                                                                                     |                                                |             |
|-------------------------------------------------------------------------------------|------------------------------------------------|-------------|
|  |                                                | 6/24/2025   |
| <b>Gregory Ramirez</b>                                                              | <b>Chief Negotiator for The City of Pinole</b> | <b>Date</b> |
|  |                                                | 6/24/25     |
| <b>Stacy Shell</b>                                                                  | <b>Human Resources Director</b>                | <b>Date</b> |

5/13/2025  
12:16 PM

*Charlene Davis*

**Charlene Davis**

**Human Resources Analyst**

*06/24/25*

**Date**

*Markisha Guillory*

**Markisha Guillory**

**Finance Director**

*6/24/2025*

**Date**

**AFSCME / Local 512 Proposal to the City of Pinole ~ May 13, 2025**

**Article XXVI. Uniform, Laundry Service, and Safety Shoe allowance.**

**(New) Article 26.4**

**Effective July 1, 2025** - Code Enforcement Officers shall be assigned (a) a handheld radio (b) a Body Cam for use while working in the field (c) ~~OC~~ pepper spray (d) a soft/concealable body armor, and (e) a DuPont Tychem 2000 suit. Said equipment is essential for purposes of ensuring safety and capturing interaction(s) while working with the public. These safety equipment items shall remain the property of The City of Pinole.

Code Enforcement Officers shall be afforded a City badge, and Identification / Business Cards to properly identify themselves. Any / All Information contained on the cards shall be subject to Management's approval. .

**For AFSCME / Local 512**

Signed by:

*Michael Howe*

6/24/2025

**Michael Howe**

**Negotiations Team Member**

**Date**

*Matthew Jones*

**Negotiations Team Member**

**Date**

*Robert Ouellette*

**Negotiations Team Member**

**Date**

Signed by:

*Sarrah Patton*

6/25/2025

**Sarrah Patton**

**Negotiations Team Member**

**Date**

*Kimberly Young*

**Negotiations Team Member**

**Date**

*Lisa A. Davis*

**Chief Negotiator - Senior Business Agent**

**Date**



City of Pinole to AFSCME Local 512  
Negotiations 2023 – City Counter Proposal  
May 27, 2025

The City counter proposes to modify the MOU as follows:

As soon as administratively possible after adoption, the City will establish a 457(b) Deferred Compensation Plan and a Roth IRA Plan for bargaining unit members who may elect to contribute.

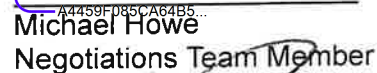
The parties tentatively agree to the foregoing subject to the Ground Rules:

For AFSCME L512:

Signed by:

  
Michael Howe

6/24/2025

  
Michael Howe  
Negotiations Team Member

Date

  
Matthew Jones  
Negotiations Team Member

6-24-25  
Date

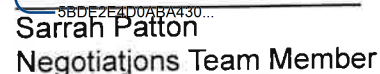
  
Robert Ouellette  
Negotiations Team Member

6-24-25  
Date

Signed by:

  
Sarah Patton

6/25/2025

  
Sarah Patton  
Negotiations Team Member

Date

  
Lisa A. Davis  
Chief Negotiator -  
Senior Business Agent

6/24/25  
Date

For the City of Pinole:

  
Gregory Ramirez  
Chief Negotiator

6/24/25  
Date

  
Stacy Shell  
Negotiations Team Member

6/24/25  
Date

  
Charlene Davis  
Negotiations Team Member

6/24/25  
Date

  
Markisha Guillory  
Negotiations Team Member

6/24/2025  
Date

 6/24/25

City of Pinole and AFSCME Local 512  
Negotiations 2025 – Tentative Agreement of the Parties  
June 24, 2025

The City counter proposes to execute a side letter of agreement as follows:

SIDE LETTER LANGUAGE:

WHEREAS, the parties have engaged in good-faith negotiations;

NOW, THEREFORE, the parties will meet and discuss, no later than 60 days after adoption, a joint recommendation to be made to the City Manager for the establishment of a new job classification at the manager level in the Communications Department PCTV Division.

The parties tentatively agree to the foregoing subject to the Ground Rules:

For AFSCME L512:

Signed by:

Michael Howe

6/24/2025

A4459F085CA64B5...  
Michael Howe  
Negotiations Team Member

Matthew Jones

6/24/25

Date

Matthew Jones  
Negotiations Team Member

Robert Ouellette

6-24-25

Date

Robert Ouellette  
Negotiations Team Member

Signed by:

Sarrahn Patton

6/25/2025

5BDE2EAD0ABA430...  
Sarrahn Patton  
Negotiations Team Member

Kimberly Young

6/24/25

Date

Kimberly Young  
Negotiations Team Member

Lisa A. Davis

6/24/25

Date

Lisa A. Davis  
Chief Negotiator -  
Senior Business Agent

For the City of Pinole:

Gregory Ramirez

6-24-2025

Date

Gregory Ramirez  
Chief Negotiator

Stacy Shell

6/24/25

Date

Stacy Shell  
Negotiations Team Member

Charlene Davis

06/24/25

Date

Charlene Davis  
Negotiations Team Member

Markisha Guillory

6/25/2025

Date

Markisha Guillory  
Negotiations Team Member

City of Pinole to AFSCME Local 512  
Negotiations 2023 – City Proposal No. 1, Retiree Medical Committee  
May 13, 2025

The City proposes:

To form an employer-employee committee consisting of up to ~~four (4)~~ <sup>five (5)</sup> members from the employer and up to four (4) members from the Union to explore sustainable retiree medical plan options and make recommendations to the City.

The committee will have their first meeting by July 1, 2026, and shall meet at dates and times thereafter as agreed to by the Parties.

The parties tentatively agree to the foregoing subject to the Ground Rules:

For AFSCME / Local One:

Signed by:  
Michael Howe  
Michael Howe  
Negotiations Team Member

6/24/2025

Date

Matthew Jones  
Matthew Jones  
Negotiations Team Member

6-24-25  
Date

Robert Ouellette  
Robert Ouellette  
Negotiations Team Member

6-24-25  
Date

Signed by:  
Sarrahn Patton  
Sarrah Patton  
Negotiations Team Member

6/25/2025

Date

Kimberly Young  
Kimberly Young  
Negotiations Team Member

6/24/25  
Date

Lisa A. Davis  
Lisa A. Davis  
Chief Negotiator -  
Senior Business Agent

6/24/25  
Date

For the City of Pinole:

Gregory Ramirez  
Gregory Ramirez  
Chief Negotiator

6/24/2025  
Date

Stacy Shell  
Stacy Shell  
Negotiations Team Member

6/24/25  
Date

Charlene Davis  
Charlene Davis  
Negotiations Team Member

6/24/25  
Date

Markisha Guillory  
Markisha Guillory  
Negotiations Team Member

6/24/2025  
Date

To THE UNION  
5/17/2025  
10:25 AM  
Page 1 of 1

City of Pinole and AFSCME Local 512  
Negotiations 2025 – Tentative Agreement of the Parties  
June 24, 2025

The parties propose a limited "Me Too" clause with respect to the AFSCME Local 512 bargaining unit for across-the-board adjustments in general salaries, health insurance benefit, and deferred compensation.

This "Me Too" clause is intended to apply to the 2025-2026 successor memorandum of understanding (MOU) negotiations only and therefore will be incorporated into a side letter of agreement that will expire on the same date as the successor MOU.

The parties will execute a side letter of agreement as follows:

SIDE LETTER LANGUAGE:

WHEREAS, the parties have engaged in good-faith negotiations;

NOW, THEREFORE, The parties agree to apply the following, in the 2025-2026 MOU succeeding the Memorandum of Understanding (MOU) that expired on June 30, 2025:

1. General Salary Increases (GSI). If the City provides any other bargaining unit (i.e., AFSCME Local 1 or Pinole Police Employees' Association) with a GSI different than those provided in the MOU expiring on June 30, 2026 (2025-2026 MOU), then the City shall adjust the salary rates contained in the successor agreement so that it is equal to the increases and the effective dates granted employees in the other bargaining units successor agreements.
2. Health Insurance Benefit. If the City provides any other bargaining unit with a Health Insurance Benefit contribution different than the provisions in the 2025-2026 MOU, the City shall adjust the HIB provisions contained in the successor agreement so that they are equal to the HIB benefit contained in the other bargaining units' successor agreements.
3. Deferred Compensation. If the City provides any other bargaining unit with a Deferred Compensation benefit different than the provisions in the 2025-2026 MOU, the City shall adjust the Deferred Compensation provisions contained in the successor agreement so that they are equal to the Deferred Compensation benefit contained in the other bargaining units' successor agreements.
4. Term of Agreement. The term of agreement in the successor agreement shall be equal to the length of the agreement reached by any other bargaining unit.

EXPIRATION

This Side Letter of Agreement shall expire once its provisions, as necessary, are incorporated into the successor agreement through amendments to its final language. This Side Letter of Agreement shall not be included in the successor agreement.

[SIGNATURES ON NEXT PAGE]

City of Pinole and AFSCME Local 512  
Negotiations 2025 – Tentative Agreement of the Parties  
June 24, 2025

The parties tentatively agree to the foregoing subject to the Ground Rules:

For AFSCME L512:

Signed by:

Michael Howe

A4459E0880A64B5...  
Michael Howe

Negotiations Team Member

6/24/2025

Date

Matthew Jones

Matthew Jones

Negotiations Team Member

6-24-25

Date

Robert Ouellette

Robert Ouellette

Negotiations Team Member

6-24-25

Date

Signed by:

Sarrah Patton

5BDE2E4D0A8A430...  
Sarrah Patton

Negotiations Team Member

6/25/2025

Date

Kimberly Young

Kimberly Young

Negotiations Team Member

6/24/25

Date

Lisa A. Davis

Lisa A. Davis

Chief Negotiator -

Senior Business Agent

6/24/25

Date

Matthew Jones

6-24-25

For the City of Pinole:

Gregory Ramirez

Gregory Ramirez

Chief Negotiator

6/24/2025

Date

Stacy Shell

Stacy Shell

Negotiations Team Member

6/24/25

Date

Charlene Davis

Charlene Davis

Negotiations Team Member

06/24/25

Date

Markisha Guillory

Markisha Guillory

Negotiations Team Member

6/24/2025

Date

# MEMORANDUM OF UNDERSTANDING



Between the City of Pinole and the  
Professional and Technical Employees  
Represented by AFSCME Local 512

# AFSCME

July 1, ~~2023~~2025 to June 30, ~~2025~~2026



City of Pinole and AFSCME Local 512  
Memorandum of Understanding

## Table of Contents

[TABLE OF CONTENTS WILL BE UPDATED AFTER REVIEW PROCESS]

The City of Pinole and representatives of AFSCME Local 512 acknowledge and affirm that they have met and conferred in good faith, exchanged proposals and counter proposals and in all respects fulfilled their obligations under law to meet and confer in good faith.

This Memorandum of Understanding is the product of the above-described meet and confer process. Representatives of the City agree to present this Memorandum of Understanding to the City Council for determination and representatives of the AFSCME Local 512 agree to present this Memorandum of Understanding to their membership for acceptance and approval.

## **PREAMBLE**

**WHEREAS**, on April 10, 2001, the City of Pinole received a request from the American Federation of State, County, and Municipal Employees (AFSCME)-Local 512 to be recognized as the exclusive representative for employer-employee bargaining purposes of a bargaining unit comprised of Professional and Technical employees of the City; and

**WHEREAS**, the City Council on January 15, 2002 approved Resolution Number 103-2002 which officially recognized AFSCME Local 512 as the exclusive bargaining unit for the Professional and Technical employees; and

**WHEREAS**, the City and AFSCME Local 512 subsequently negotiated a Memorandum of Understanding, which was developed by mutual agreement of all parties; and

**WHEREAS**, both the City of Pinole and AFSCME Local 512 are mutually interested in making certain modifications to this Memorandum of Understanding;

**NOW THEREFORE**, the following agreement represents a Memorandum of Understanding between the City of Pinole and the Professional and Technical employees represented by AFSCME Local 512 with the term of July 1, ~~2023~~2025, through June 30, ~~2025~~2026.

## **ARTICLE I. DEFINITIONS**

**1.1** "City" referred to herein shall be the City of Pinole.

**1.2** "Union" referred to herein shall be AFSCME Local 512.

**1.3** "Employee" referred to herein shall be all regular full-time and regular part-time employees of the City of Pinole in the job classifications set forth in Article 2 of this Memorandum of Understanding.



1.4 "Agreement" referred to herein shall be this Memorandum of Understanding between the City and the Union.

## ARTICLE II. RECOGNITION

### 2.1 Job Classifications in the Unit.

The Professional and Technical unit consists of the following job classifications:

Accountant  
Accounting Specialist  
Administrative Coordinator  
**Assistant Engineer**  
Associate Civil Engineer  
Associate Planner  
Building Inspector I  
Building Inspector II  
Cable Access Coordinator  
Code Enforcement Officer I  
Code Enforcement Officer II  
**Environmental Compliance Inspector**  
Information Systems Administrator  
Information Systems Specialist  
**Junior Engineer**  
Laboratory Analyst I  
Laboratory Analyst II  
Laboratory Supervisor  
Management Analyst  
**Police Services Supervisor**  
**Project Manager**  
Public Works Maintenance Supervisor  
Public Works Specialist  
Recreation Coordinator  
Rental Inspector  
**Senior Accountant**  
Senior Project Manager  
Wastewater Treatment Plant Operations Supervisor  
Water Pollution Control Plant Supervisor

The City agrees to recognize the Union as the exclusive representative of future positions appropriate to the unit, and agrees to meet and confer with the Union in all matters relating to wages, hours and working conditions of employees in such classifications.

The City further reserves the right to exclude from the unit, those management and confidential employees so designated. The City also agrees to provide appropriate information, furnished by the Union and approved by the City Manager, to all new employees of the Union's recognition.

## **ARTICLE III. MANAGEMENT RIGHTS**

### **3.1 Management Rights Defined.**

Unless specifically in conflict with this Memorandum of Understanding (MOU), all management rights shall remain vested exclusively with the City. City management rights include but are not limited to, all rights set forth in the City's Employer Employee Labor Relations Resolution, and each of the following:

- a. The right to determine the mission of the City, including without limitation the City's agencies, departments, divisions, institutions, boards, and commissions;
- b. The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, locations and assignments of performing all work; and the composition, assignment, direction, location and determination of the size and mission of the work force;
- c. The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position(s) within the City;
- d. The right to review and inspect, without notice, all City-owned facilities, including without limitation, desktop computers, work areas and desks, email, computer storage drives, voicemail systems, as well as filing cabinets and systems;
- e. The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work, however, the City will meet and discuss with the bargaining unit representative prior to contracting out for work normally completed by classifications within the bargaining unit. ~~The City will meet with the Union no later than December 31, 2023, to provide the current status and review bargaining unit work contracted out at the time of ratification;~~
- f. The right to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualifications are met;

- g. The right to maintain and modify the City's Pay and Classification Plan subject to "meet and confer" requirements;
- h. The right to establish and enforce Employee Performance Standards and Employee Performance Evaluations;
- i. The right to schedule and assign work, make reassignments and assign overtime work;
- j. The right to hire, fire, promote, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade all employees;
- k. The right to establish and modify bargaining units and to assign new or amended job classifications to particular bargaining units;
- l. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear and respond truthfully in good faith regarding any City investigation; and
- m. The right to maintain orderly, effective and efficient operations.

## **ARTICLE IV. DUES DEDUCTION**

### **4.1 Amount/Authorization.**

The City shall deduct, once a month, the amount of union dues, as specified by the Union under the authority of an authorization card furnished by the Union and signed by the employee. Said deductions shall be forwarded promptly to the Union office. No authorization shall be allowed for payment of initiation fees, assessments or fines.

### **4.2 Increases/Non-Pay Status.**

In the event the Union members vote to increase Union dues, the Union shall notify the City at least thirty (30) days prior to the effective date of the dues increase. The employee earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period.

In the case of an employee who is in a non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

#### **4.3 Hold Harmless.**

The Union will indemnify, defend, and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deductions of Union dues. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

### **ARTICLE V. UNION REPRESENTATIVES**

#### **5.1 Union Representatives/Stewards Defined.**

The Union may designate at least one (1) employee and not more than three (3) employees as its steward(s) for the purpose of assisting other Union members in the resolution of disputes concerning wages, hours and working conditions.

#### **5.2 Time Off for “Meet and Confer”.**

The City shall afford said stewards reasonable time off during working hours without loss of compensation or other benefits when engaged in the activities articulated under Government Code Section 3505.3 ; This is provided, however, that said time is scheduled so as not to interfere unduly with the workload and job requirements as determined by the Department Manager or Supervisor, and provided that such time afforded under this provision shall be devoted only to matters within the scope of representation.

#### **5.3 “Meet and Confer” Committee.**

The Union may also designate a committee to meet and confer with the City's representatives regarding matters within the scope of representation. A maximum of three (3) members including the President of the Union shall be afforded reasonable time off during working hours without loss of compensation or other benefits while formally meeting and conferring, within the scope of representation.

#### **5.4 Notice to Supervisors.**

Union member(s) or steward(s) engaged in such activities shall first obtain approval from supervisors before leaving their assigned work areas on such business. The request shall not be unreasonably denied.

#### **5.5 Release Time for Quarterly Meetings.**

All members of the Union shall be allowed a one-half hour release time each quarter for Union meetings.

## ARTICLE VI. SALARIES

### 6.1 Cost of Living and Market Adjustments.

#### 6.1.1 Cost of Living Adjustment.

Effective first full pay period following July 1, ~~2023~~2025, classifications represented by the Union shall receive a ~~four percent (4%)~~three percent (3%) wage increase.

~~Effective the first full pay period following July 1, 2024, classifications represented by the Union shall receive a four percent (4%) wage increase.~~

#### 6.1.2 Market Equity Adjustment ~~Meet and Confer.~~

~~Market equity adjustments are made from time to time to ensure pay parity and fairness among employees within an organization. Should a market equity adjustment be proposed by the City, the parties agree to meet-and-confer to discuss the matter. The Union shall be notified about the planned changes whereby allowing the parties an opportunity to express their views/input prior to any implementation of such anticipated changes.~~

~~Effective the first full pay period following July 1, 2023, the following classifications represented by the Union shall receive equity increase adjustments in addition and concurrent with the above COLA for 2023:~~

- ~~• Management Analyst twelve and nine tenths percent (12.9%)~~
- ~~• PW Maintenance Supervisor fourteen and three tenths percent (14.3%)~~
- ~~• Recreation Coordinator fifteen and eight tenths percent (15.8%)~~

### 6.2 Pay Plan.

Attachment A reflects the salary steps for each represented position.

### 6.3 Longevity.

~~Effective the full pay period following July 1, 2023~~ Employees with fifteen (15) full continuous years of City services shall be given an additional three percent (3%) pay computed on their base hourly rate of pay. This benefit shall not compound, nor be compounded by, any other additional compensation.

### 6.4 Pro-rata Benefits.

For part-time regular employee(s), covered under this MOU, working at least 20 hours per week and less than 40 hours per week, compensation and benefits received other than the base hourly wage rate, shall be pro-rated based on the percentage of hours regularly scheduled to work in relation to full-time (forty-hour per workweek) employees or as defined by federal, state, lor local law, whichever is greater.

## **6.5 Job Descriptions.**

The City will maintain job descriptions for each of the represented job classifications as listed in Section 2.1.

# **ARTICLE VII. HOURS OF WORK AND OVERTIME**

## **7.1 Workweek Defined.**

The employee's regular workday typically consists of eight hours and the workweek shall consist of a seven consecutive day period, Monday through Sunday. The standard City work period is a calendar week which begins at 12:00 am on Monday and ends 11:59 pm on Sunday. Other schedules may be assigned consistent with Section 7.9 of this Agreement. The City reserves the right to assign new employees to other work weeks and will provide two consecutive days off. Where new workweeks are planned by the City, they shall be subject to discussion with and review by the Union. Any change in special workweeks, not otherwise provided for under this agreement, now in effect, shall be reviewed by the City and the Union.

The City shall inform employees thirty (30) calendar days in advance of any permanent working hour change (s), which are to be made. It is understood that in cases of natural disasters or emergencies that this would not be necessary on a temporary basis. Emergency is defined as an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action. An unpredictable occurrence is unplanned and unanticipated. An unavoidable occurrence permits one to have advance knowledge of the likelihood of the event.

## **7.2 Overtime Work Schedule.**

The City has the right to schedule overtime work as required in the manner most advantageous to the City and consistent with the requirement of municipal employment and the public interest. Overtime work assignments shall first be offered on a voluntary basis to employees, after which assignments shall be made by the Department Manager.

## **7.3 Overtime and Seniority.**

Overtime preference, insofar as practical, shall be given to the regular, full-time employees and on a seniority basis in the classification or position involved. Overtime work shall also be distributed equally among qualified employees insofar as possible.

## **7.4 Regular Work Week-Amount of Overtime Earned.**

For employees who work a regular schedule, overtime compensation shall be earned for hours worked in excess of forty (40) hours during a seven day work period. Current

City practice/policy is to include hours in paid leave status for holidays as outlined in Section 15.2 (excluding floating holidays) toward employees' overtime thresholds.

Effective the first full pay period after adoption, hours in paid leave status for holidays as outlined in Section 15. 2 (excluding floating holiday(s)) and sick leave used will count toward time worked for purposes of determining eligibility for the overtime rate.

#### **7.5 Alternative Work Week-Amount of Overtime Earned.**

The City of Pinole provides its employees the opportunity of alternative work schedules whereby some alternative work schedules include working more than eight (8) hours a day and less than five days a week. The shift duration hours, workweek, and work period for payroll purposes will be redefined on a case-by-case basis depending on the alternative work schedule that has been approved and the related FLSA rules. In these instances, at no time is the workweek defined as being more than forty (40) hours in a week.

#### **7.6 Rate of Overtime/Compensatory Time.**

Compensation for overtime hours worked shall be paid at one and one-half times the employee's base hourly rate in accordance with the Fair Labor Standards Act (FLSA). Compensatory time off at the rate of one and one-half times the number of overtime hours worked may be accrued at the employee's request in lieu of time and one-half pay.

Compensatory time off may be used at times convenient to the employee and the department provided that a reasonable advance notice of intent to use such time off is provided by the employee and approved by the Department. At no time shall accrued compensatory time off balance exceed eighty (80) hours.

#### **7.7 Fair Labor Standards Act- Exempt/Non Exempt Status.**

The City reserves the right to determine under the FLSA requirements whether or not a job classification is exempt or non-exempt for FLSA purposes. Prior to changing the FLSA designation of a job classification represented by AFSCME, the City agrees to discuss the proposed changes with AFSCME under "meet and confer".

#### **7.8 Call Back and Overtime.**

Employees called back to work shall be compensated for at least three (3) hours of pay at the rate of time and one-half the employee's basic hourly rate plus mileage reimbursement at the established IRS mileage rate for all hours outside their regular work schedule. At the discretion of their Supervisor an employee called back to work shall be required to work the full three (3) hours.

A request for an employee to continue work beyond the employee's regular work schedule does not constitute "call back."

If in the event the three (3) hour call back period overlaps with the employee's regular work schedule, the employee shall be entitled to the time and one-half rate for the hours worked prior to the beginning of their regular work schedule. In addition, if the call back period overlaps the employee's regular work schedule, the employee shall receive their regular rate of pay plus an additional .5 hours for each hour of overlap.

For example: Employee's regular work schedule is from 7:00 a.m. – 4:30 p.m. (8 hours). Employee is called back to work at 6:00 a.m. Employee is entitled to time and one-half pay rate from 6:00 a.m. to 7:00 a.m., and from 7:00 a.m. to 9:00 a.m. the employee receives two (2) hours of regular pay plus call back of .5 hours for each hour of overlap (overlapping period). The .5 hours reflects the difference between the employee's regular rate of pay and the callback rate of pay.

### **7.9 Alternative Work Schedules/Flex Time.**

Based on mutual agreement of the City and the employee given City needs and staffing requirements, employees are eligible for alternative work hours or flexible hours. These schedules must be approved by the City Manager prior to any implementation and must meet all FLSA requirements.

#### **Alternative Work Schedule:**

A regular schedule that is other than the standard 5/8 schedule (eight hours per day, five days per week). Examples include a 4/10 schedule (ten hours per day, four days per week) or a 9/80 schedule (eight, nine-hour days and one eight-hour day with one day off in a biweekly pay period). Such alternatives are offered to allow workable schedules for employer and employee and must not create overtime as required under any of the Articles of this agreement or as required by law.

#### **Flex-Time Work Schedule:**

A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule in accordance with a written agreement between the employee and the City.

### **7.10 Court Appearance on Off Duty Hours.**

Any employee appearing as a witness in court during off-duty hours and arising out of his/her employment by the City shall receive compensation. If the time is considered overtime then the employee shall be compensated at the overtime rate; otherwise, it shall be compensated at the base hourly rate.



### **7.11 Meal Allotment.**

During the term of the MOU agreement, the City shall reimburse each employee in the Local 512 Unit who is required to work more than four (4) hours prior to the beginning of their regular work shift or more than four (4) hours after completing their regular work shift a total of \$15 for the cost of a meal.

If an employee is required to work a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day during any regular scheduled workweek, the City shall also reimburse said employee a total of \$15 for the cost of a meal. This meal allotment shall be paid to the employee at the next regular payroll after the meal is incurred.

For part-time employees, please refer to Article 6.4 regarding Pro-Rata Benefits.

### **7.12 Rest Periods.**

Employees working a scheduled shift of six (6) hours or more shall be provided with one (1) fifteen (15) minute rest period during each one-half (1/2) of the work day. Rest periods shall be scheduled so as not to interfere with efficient operations of the City. Rest periods shall not be taken at the beginning or end of the work day, not contiguous with the employee's lunch break. Rest periods shall not be "banked" – if an employee does not take an available rest period, it shall not be carried over to the second half of the work shift or any subsequent day.

## **ARTICLE VIII. CAR ALLOWANCE**

### **8.1 Car Allowance.**

~~Effective July 1, 2005, t~~The classification of Cable Access Coordinator shall receive a car allowance of \$200.00 per month.

## **ARTICLE IX. STANDBY PAY**

### **9.1 Employees Assigned.**

Employees assigned to the classifications of Wastewater Treatment Plant Operations Supervisor, Public Works Maintenance Supervisor, Laboratory Supervisor, Laboratory Analyst I, and Laboratory Analyst II, shall be eligible for Standby Pay. These employees are required to remain continuously available, in accordance with Article 9.2, for the time period assigned to respond to calls for service.

### **9.2 City Issued Mobile Communication Device Assignments.**

City Issued Mobile Communication Device will be carried by employee(s) assigned to standby in accordance with 9.1. Employees assigned to standby who use their personal mobile communication device shall receive a stipend of thirty dollars (\$30) per month until such time as a City mobile communication device is assigned by the City to the employee. There will be a seventy (70) mile radius limit from the City of Pinole for persons assigned a City Issued Mobile Communication Device or persons who receive a stipend.

### **9.3 Standby Protocol.**

The City utilizes the Supervisory Control and Data Acquisition System (SCADA) for monitoring plant operations and processes. The SCADA System is the primary method used for notification to the Wastewater Treatment Plant Operations Supervisor and Environmental Analyst employees assigned to Standby for emergencies and alarms. SCADA will call the first employees twice within a 30-minute period and in 15-minute intervals. If that employee does not respond by calling in and acknowledging the call, then SCADA will call the next employee who is required to respond and will be eligible for Standby pay.

Employees in the class Public Works Maintenance Supervisor who are required to perform services integral to their assigned job responsibilities in order to provide continuous public service and who are required to be available and respond after hours, will be eligible for standby pay.

The person not assigned to be on Standby and who responds to the call will be compensated for the Standby duty at the Standby holiday rate for that day. Employees on Standby not responding to a call will not be paid for that day (except if they had responded to another call and are unavailable).

### **9.4 Standby Schedule Assignments.**

Schedule changes will have to be approved by the Public Works Director/City Engineer through the Public Works Manager, Wastewater Treatment Plant Manager or the Wastewater Treatment Plant Operations Supervisor at least five working days in advance of the change.

Persons who are sick or unable to work call outs will notify their immediate supervisor in order that the beeper may be reassigned. The replacement of person on sick leave, worker's compensation leave or on other approved leave will be on a voluntary basis.

If there are no volunteers, the next person on the schedule will be the person to carry the cellular device. He or she will be paid at the standby rate for holidays while covering an unscheduled standby shift.

### **9.5 Rest Periods While on Standby.**

An employee on Standby who is called out prior to 5:00 a.m. and who performs work shall have a rest period of six (6) hours preceding the employee's next regularly scheduled work shift. An employee who qualifies for this rest period shall be paid for all rest hours that overlap into their next regularly scheduled work shift. Such rest hours shall not be considered "hours worked" and will not be included in determining if an employee has worked overtime hours.

In the event of an emergency or a work related situation or problem wherein said employee is required to work, as determined by the supervisor, said employee shall report to work as normally scheduled at the overtime pay rate for the designated rest period.

#### **9.6 Amount of Standby Pay.**

The City agrees to pay the standby designee as follows:

- Weekday \$40 per day
- Weekend \$50 per day
- Holiday \$60 per day

### **ARTICLE X MILEAGE REIMBURSEMENT WHEN CALLED BACK TO WORK.**

#### **10.1 Mileage Reimbursement-Portal to Portal.**

Mileage reimbursement from portal-to-portal travel shall be paid to employees driving their personal vehicles when called back pursuant to the Internal Revenue Service (IRS) rate in effect for all City travel. Portal-to-portal travel reimbursement shall also include any applicable bridge toll charges.

### **ARTICLE XI. City Issued Mobile Communication Device PAY-24/7 REQUIREMENTS**

#### **11.1 Employees Assigned.**

Designated employees assigned to carry a City Issued Mobile Communication Device are required to remain continuously available for the time period assigned to respond to calls for service.

#### **11.2 Method of Assignment.**

The Department Manager shall make assignments for City Issued Mobile Communication Devices with City Manager approval. During the term of this MOU, the following job classifications are required to carry a City Issued Mobile Communication Device:

- Cable Access Coordinator
- Water Pollution Control Plant Supervisor

If a Department Manager and/or the City determines that it is necessary to identify additional classifications other than those listed above to carry a City Issued Mobile Communication Device, the City will “meet and confer” with AFSCME Local 512 representatives prior to implementation with the exception of a temporary emergency situation.

### **11.3 Amount of City Issued Mobile Communication Device Pay 24/7.**

During the term of this MOU, the City agrees to pay the designated job classifications a total of \$250 per month for carrying a City Issued Mobile Communication Device and responding as appropriate.

### **11.4 Mileage Reimbursement While on 24/7 City Issued Mobile Communication Device Responsibility.**

With the exception of the Cable Access Coordinator who receives a car allowance, those employees who are outlined in Section 11.2 are eligible to receive mileage reimbursement from portal to portal travel if they are called back to work. Mileage reimbursement shall be paid pursuant to the City adopted Internal Revenue Services (IRS) mileage reimbursement rate in effect for all city travel.

## **ARTICLE XII. ACTING IN HIGHER CLASSIFICATION**

### **12.1 Acting Pay Defined and Rate of Pay Working Out of Class.**

In the event an employee is assigned and performs the majority of the duties in a higher classification, following the fifth consecutive work day in that classification, he/she shall be placed at the lowest step of the higher classification that provides at least five percent (5%) above the employee’s base rate of pay, so long as the range for the higher classification is not exceeded.

Notwithstanding any other provision of this agreement, the higher-level pay granted under this Section shall not inflate nor otherwise have any impact on any other special pays, allowances, or differentials granted by other portions of this Agreement.

## **ARTICLE XIII. JURY DUTY LEAVE**

### **13.1 Jury Duty Leave.**

An employee whose absence from work is required because of jury duty will be considered an excused absence with pay. To receive full salary and benefits, the employee shall notify his/her supervisor three (3) days prior to jury duty and turn in to the Finance Department any payment for jury duty, excluding pay for travel and meals.

## **ARTICLE XIV. SICK LEAVE**

### **14.1 Rate of Sick Leave Earned.**

For full-time employees working 40 or more hours a week, sick leave shall be earned and accrued at the rate of ninety-six (96) hours annually, one eight hours working day (8 hours) for each continuous full calendar month of service, or 3.69 hours per pay period in pay status. The employee must be in a paid status for the full pay period to earn accrued sick leave and accrual shall continue from the actual, initial date of most recent employment. Sick leave shall not be available to new employees prior to completion of three (3) continuous months of employment.

For part-time regular employees working at least 20 hours per week, hours shall accrue at a pro-rated rate based on the percentage of hours regularly scheduled to work in relation to full-time.

### **14.2 Sick Leave Incentive.**

Employee sick leave use shall be reviewed by the City at the end of each calendar year. Employees who do not use any sick leave for six consecutive months, July 1<sup>st</sup> through December 31<sup>st</sup>, and January 1<sup>st</sup> through June 30<sup>th</sup>, within the calendar year shall receive an additional four (4) hours of accrued vacation time. Employees who do not use any sick leave for the entire calendar year (12 months) will receive an additional eight (8) hours of vacation time. No employee may accrue more than eight (8) hours of vacation in any calendar year.

For part-time regular employees working at least 20 hours per week, the number of hours received shall be pro-rated based on the percentage of hours regularly scheduled to work in relation to full-time.

### **14.3 Use of Sick Leave for Family Care.**

Employees may use sick leave for illness or disability in his/her immediate family. Immediate family is defined in Article XXIX, Section 29.2. The maximum amount of sick leave that may be used for this purpose in any one calendar year shall be ten (10) working days.

### **14.4 Use of Sick Leave.**

Employees may use sick leave in the event of a scheduled medical or dental appointment for the eligible employee, the employee's spouse or domestic partner, or the employee's dependent children that requires the employee's absence from work. Sick leave shall not be available to new employees prior to completion of three (3) continuous months of employment.

#### **14.5 Other Use of Sick Leave.**

All other conditions regulating sick leave accruals and usage contained within the duly adopted City Personnel Rules and the City Family Leave Policy shall apply to all employees.

### **ARTICLE XV. HOLIDAYS**

#### **15.1 Authorized Legal Holidays.**

In addition to the official holidays listed below, employees shall receive any day proclaimed by the President or Governor as a public fast, thanksgiving or holiday, and shall be considered a holiday for pay purposes. The granting of any paid time-off due to an Executive Order closing federal offices signed by the President of the United States shall be at the discretion of the City.

Effective the first pay period of the fiscal year, employees shall receive twelve (12) hours of floating holiday that may be taken on any day throughout a fiscal year (July 1 to June 30) with prior approval from an employee's supervisor. The twelve (12) hours of floating holiday shall not be carried forward to the next fiscal year or cashed out.

For part-time regular employees working at least 20 hours per week, the number of hours received shall be pro-rated based on a percentage of hours regularly scheduled to work in relation to full-time.

#### **15.2 List of Official Holidays.**

Employees shall receive ~~twelve (12)~~thirteen (13) annual paid holidays as follows:

- |                               |                               |
|-------------------------------|-------------------------------|
| • January 1                   | New Year's Day                |
| • Third Monday in January     | Martin Luther King's Birthday |
| • Third Monday in February    | Washington's Birthday         |
| • Last Friday in March        | Cesar Chavez Day              |
| • Last Monday in May          | Memorial Day                  |
| • June 19                     | Juneteenth                    |
| • July 4                      | Independence Day              |
| • First Monday in September   | Labor Day                     |
| • November 11                 | Veteran's Day                 |
| • Fourth Thursday in November | Thanksgiving                  |

- Fourth Friday in November Day after Thanksgiving
- December 24 Christmas Eve Day
- December 25 Christmas

All Holidays are eight (8) hours regardless of the employee's assigned shift. For employees working an alternative or flex work schedule, when the holiday fall on a workday in which they are scheduled to work more than 8 hours, the employee may use their accrued vacation or compensatory time off to make ~~o-~~up the difference between the 8 hours and their scheduled hours or, subject to supervisor approval, the employee may make up the time within the workweek the holiday falls.

For part-time regular employees working at least 20 hours per week, each holiday (8 hours) shall be pro-rated based on the percentage of hours regularly scheduled to work in relation to full-time.

### **15.3 Holidays Falling on Saturday or Sunday.**

In the event that any of the aforementioned days falls on a Saturday, the preceding Friday shall be considered a holiday for pay purposes. In the event that any of the aforementioned days falls on a Sunday, the following Monday shall be considered a holiday for pay purposes.

### **15.4 Holidays Falling on a Regularly Scheduled Day Off.**

If a holiday falls on an employee's regularly scheduled day off the employee shall exercise one of the following options:

- The employee shall receive 8 hours of straight time holiday pay – providing a total of 88 hours of straight time pay for the pay period; OR
- The employee shall take an alternate day off with holiday pay within two (2) pay periods (either in the same pay period as the holiday falls, or the following pay period). The employee and his/her immediate supervisor shall determine the alternate day to be taken.

### **15.5 Compensation for Hours Worked on a Holiday.**

An employee assigned by his/her Department Head to work on a holiday listed above shall receive 8 hours of straight time holiday pay plus compensation at the overtime rate for hours actually worked on the holiday.

## **ARTICLE XVI. VACATION**

### **16.1 Vacation Schedule and Seniority.**

Upon supervisory approval, employees shall be given their preference of requested vacation time, and in the case of conflict between employees, classification seniority shall prevail.

## **16.2 Vacation Sell Back.**

An employee with a minimum of three (3) years of service has the option to sell back up to eighty (80) hours of vacation per calendar year provided the employee has a minimum of 160 hours of vacation accumulated.

## **16.3 Rate of Vacation Earned.**

Employees shall accrue vacation at the following rates, to the following maximums, for continuous service performed:

| <u>Years of Completed Service</u> | <u>Hours Accrued Per Year/Pay Period</u> | <u>Maximum Accrual (Hrs)</u> |
|-----------------------------------|------------------------------------------|------------------------------|
| 0 through 4                       | 96/3.69                                  | 192                          |
| 5 through 9                       | 144/5.54                                 | 288                          |
| 10 through 15                     | 160/6.15                                 | 320                          |
| 16+                               | 192/7.38                                 | 384                          |

Once an employee reaches their maximum vacation accrual hours, they will no longer accrue vacation leave until they reduce their balance below the cap. Vacation will be accrued based on the years of service, by 26 pay periods to the second digit. An employee must be in a paid status for the full pay period in order to accrue vacation leave.

For part-time regular employees working at least 20 hours per week, hours shall accrue at a pro-rated rate based on the percentage of hours regularly scheduled to work in relation to full-time. The maximum accrual cap shall be twice the pro-rated annual accrual. A full-time employee who moves to a part-time position/status, and who has a vacation balance in excess of the pro-rated maximum amount, will be afforded six (6) months to use the excess accrued vacation and will continue to accrue vacation hours, at the pro-rated rate, during the six (6) month period. The Supervisor will make every effort to grant vacation requests from an employee so situated. If the requests cannot be granted, the excess vacation balance will be cashed-out.

## **ARTICLE XVII. MEDICAL INSURANCE**

### **17.1 Medical Insurance Provided.**

For full-time regular employees, the City shall contribute toward the employee's health premium as follows:



Effective January 1, ~~2023-2025~~ the City's contribution toward the employee's health premium will reflect the ~~2022-2024~~ CalPERS Public Agency Kaiser rate at each level of coverage.

Effective January 1, ~~2024-2026~~, the City's contribution toward the employee's health premium will reflect the ~~2023-2025~~ CalPERS Public Agency Kaiser rate at each level of coverage.

~~Effective January 1, 2025, the City's contribution toward the employee's health premium will reflect the 2024 CalPERS Public Agency Kaiser rate at each level of coverage.~~

Represented employees are free to choose any health care plan offered under the CalPERS Health Care Program.

For part-time employees working at least 20 hours per week, the City shall make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

## **17.2 Retiree Medical Insurance.**

During the term of this MOU the City will contribute toward retiree health premiums as follows:

Existing City retirees and current City employees hired before September 1, 2010, receive a City contribution toward their retiree health premium equal to that provided to current active employees.

Current City employees hired before September 1, 2010, shall be offered the option to opt into the CalPERS Vesting Program upon retirement. If the employee opts-in to the CalPERS Vesting Schedule Program (GC 22893), the decision is irrevocable (permanent) as CalPERS does not allow the employee to opt out later.

Current City employees hired on or after September 1, 2010, will receive a City contribution toward their retiree health premium in an amount as described by the CalPERS Vesting Program (GC 22893), and summarized in the table below.

The CalPERS Vesting Program is regulated by Government Code 22893 and applies to City employees hired on or after September 1, 2010, and retired City employees hired before September 1, 2010, who voluntarily opt in upon retirement.

Every year CalPERS calculates the State contribution rates towards retiree health premiums, referred to as State Annuitant Contribution Rates. If the rate or vested amount does not cover the entire cost of the health premium, the retired employee is responsible for the difference.

A City retiree is eligible to receive a contribution towards the retiree medical premium if:

1. The City retiree has a minimum of ten (10) years of CalPERS earned service credit to receive 50% of the employer contribution.
  - a. Credited service is compensated CalPERS service time earned (G.C. 20069).
  - b. Purchased "Additional Retirement Service Credit (ARSC)" does not qualify as it is not earned service.
2. Five (5) of those ten (10) years of CalPERS earned service credit must be performed at the City of Pinole.
  - a. Each additional CalPERS earned service credit year after the completion of ten years increases the City's contribution percentage by 5% until the completion of 20 years, at which time the retiring employee is eligible for 100% of the State Annuitant Contribution Rate (100/90 formula).

| CalPERS Credited<br>Years of Earned Service | Percentage of City<br>Contribution Based On<br>The State's Rate |
|---------------------------------------------|-----------------------------------------------------------------|
| 10                                          | 50                                                              |
| 11                                          | 55                                                              |
| 12                                          | 60                                                              |
| 13                                          | 65                                                              |
| 14                                          | 70                                                              |
| 15                                          | 75                                                              |
| 16                                          | 80                                                              |
| 17                                          | 85                                                              |
| 18                                          | 90                                                              |
| 19                                          | 95                                                              |
| 20 or more                                  | 100                                                             |

### **17.3 Medical In-Lieu.**

Eligible full-time employees shall be allowed to receive payment in lieu of medical insurance as follows:

- One-party coverage = \$225 per month or \$103.84 per pay period
- Two-party coverage = \$450 per month or \$207.69 per pay period
- Family coverage = \$600 per month or \$276.92 per pay period

An employee must show proof of adequate medical insurance coverage under another health plan before the benefit may be received, and annually thereafter. Employees will be subject to provisions of the City's health plans in the event termination of in-lieu benefits and resumption of medical coverage is desired.

Employees electing the medical in-lieu option shall be entitled to an adjustment in the amount received for this option should their coverage election change. It is the duty of the employee to notify Human Resources of any such changes.

For part-time regular employees working at least 20 hours per week, the payment shall be pro-rated based on the percentage of hours regularly schedule to work in relation to full-time.

## **ARTICLE XVIII. DENTAL INSURANCE**

### **18.1 Dental Insurance Provided.**

During the term of this MOU, the City agrees to pay the premium for employees as defined in Section 1.3 and the employee's eligible dependents, if desired. Selection of the carrier shall be at the discretion of the City.

The City-provided dental insurance plan provides for a maximum annual dental payout of \$1,500 for each employee and for each employee's eligible dependents.

For part-time regular employees working at least 20 hours per week, the City shall make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

### **18.2 Orthodontic Insurance Provided.**

During the term of this MOU, the City agrees to pay the premium for employees as defined in Section 1.3 and up to Family coverage if desired. Selection of the carrier is at the discretion of the City.

The City-provided orthodontic insurance plan provides for a lifetime maximum orthodontic payout of \$1,500 for each employee and for each employee's eligible dependents.

## **ARTICLE XIX. VISION INSURANCE**

### **19.1 Vision Insurance Provided.**

During the term of this MOU, the City agrees to pay the premium for employees as defined in Section 1.3 for full family vision care coverage that provides for one examination, one set of lenses, and one frame per year. Selection of the carrier shall be at the discretion of the City. The City provided plan shall provide for a \$20 co-payment for examination and a \$20 co-payment for materials.

For part-time regular employees working at least 20 hours per week, the City shall make a pro-rated premium contribution based on the percentage of hours regularly scheduled to work in relation to full-time. The pro-rated premium is based on the contribution maximum for regular full-time employees.

## **ARTICLE XX. LIFE INSURANCE**

### **20.1 Life Insurance Provided.**

During the term of this MOU, the City agrees to provide term life insurance and accidental death and dismemberment insurance, for employees as defined in Section 1.3 in the amount of one times (1x) the employee's annual base wage salary. Selection of the carrier shall be at the discretion of the City.

### **20.2 Life Insurance Premium Rates.**

The City shall pay for all premium increases for life insurance coverage.

## **ARTICLE XXI. DISABILITY INSURANCE**

### **21.1 Disability Insurance Provided.**

The City participates in CASDI for short term disabilities and shall provide a Long Term Disability (LTD) benefit as described in 21.2 for employees as defined in Section 1.3. The costs of the CASDI program are the responsibility of the employee, paid through payroll deductions.

### **21.2 Long Term Disability Insurance.**

During the term of the MOU agreement, the City shall provide employees as defined in Section 1.3, at its own expense, long term disability insurance of two-thirds of salary up to six thousand dollars (\$6,000) per month (four thousand dollars (\$4,000) maximum benefit) with a 90-day waiting period.

## **ARTICLE XXII. DOMESTIC PARTNER MEDICAL, DENTAL, AND VISION COVERAGE**

### **22.1 Domestic Partnership and Coverage Defined.**

A Domestic Partnership is defined pursuant to the California Family Code. The City, in accordance with CalPERS regulations, will allow coverage for registered domestic partners of employees under the medical, dental and vision health care plans. Prior to

any coverage being provided, the employee must provide proof of domestic partnership registration with the California Secretary of State.

## **22.2 Medical, Dental, Vision Premium Rates.**

During the term of this MOU, the City agrees to pay health, dental and vision premiums as outlined in Articles XVII – XIX of this document. Registered domestic partners meeting the above requirements shall be considered qualified dependents for the purposes of the City's payment of these premiums.

## **22.3 FLEXIBLE BENEFITS PLAN.**

The City will provide at its own expense a flexible benefit plan for bargaining unit members. Selection of the benefit provider shall be at the discretion of the City.

# **ARTICLE XXIII. TUITION REIMBURSEMENT PROGRAM**

## **23.1 Tuition Reimbursement Eligibility.**

After completing one (1) year of service with the City, an employee will be eligible to participate in the tuition reimbursement program. To be eligible, an employee must satisfactorily complete three (3) or more semester units in qualifying job-related courses as approved by the Department Head and the City Manager.

Upon completion of the course(s) with a passing grade of "C" or better, or "pass" if taken as pass/fail, the employee shall receive reimbursement for tuition, books and related expenses to a maximum annual amount of \$600 per calendar year. To receive reimbursement the employee must complete the Tuition Reimbursement form, submit copies of receipts for expenses, and proof of his/her final grade.

All education or other training courses approved under this program shall be completed on an employee's own time and at his/her own expense.

For part-time regular employees working at least 20 hours per week, the payment shall be pro-rated based on the percentage of hours regularly schedule to work in relation to full-time.

# **ARTICLE XXIV. INCENTIVE PAYS**

## **24.1 Educational Degree.**

During the term of this MOU, the City will pay those employees who have earned degrees from accredited college institutions, when not required by the employee's classification, additional pay as follows:

- Associate of Art/Science Degree \$ 75.00 per month or \$34.61 per pay period
- Bachelor of Art/Science Degree \$150.00 per month or \$69.23 per pay period

An employee is only eligible to receive educational degree premium pay for one-degree classification. An employee is not eligible to receive this pay for multiple degrees and/or disciplines.

For part-time regular employees working at least 20 hours per week, the payment shall be pro-rated based on the percentage of hours regularly schedule to work in relation to full-time.

This Educational Degree Pay shall only be paid to employees holding a degree beyond that which is required for their classification, as outlined in the job description. Effective July 1, 2010 employees currently receiving Degree Pay, who hold a position which requires the degree, shall continue to receive the pay until such time as they separate from employment or otherwise move from that position.

## **24.2 Bilingual Pay.**

During the term of this MOU, any employee who in the regular course of their employment and after successfully passing a City administered oral and written test, uses their bilingual proficiency on a regular basis for the benefit of the City shall receive bilingual pay of an additional 10% of their monthly base pay. The City retains the discretion to determine which classifications/positions and which languages, are eligible. The benefit shall not compound, nor be compounded by, any other additional compensation.

# **ARTICLE XXV. RETIREMENT PLAN**

## **25.1 Retirement Plan Defined.**

The City shall contract with the California Public Employees Retirement System (CalPERS) for the purpose of allowing employees to earn retirement benefits. The City has contracted for at the 2.5% @ 55 Plan benefits for “Classic” members as defined by the PEPRA and CalPERS. Employees who constitute “New” members may earn benefits under the 2% @ 62 Plan.

## **25.2 Employee and Employer Contribution Rates.**

Employees shall pay the full eight percent (8%) of the required CalPERS Employee Contribution Rate.

The retirement contribution sharing formula for the CalPERS Employer Contribution Rate shall be as follows:

- A. The employee's total CalPERS contribution (combined Employee contribution and the Employee's share of the City's contribution) for employees shall be fifteen percent (15%).

### **25.3 CalPERS Contract Benefits.**

The City currently participates through a contract in the California Public Employees Retirement System (CalPERS). For "Classic" Miscellaneous Members, the contract offers the following options:

- Military Buy Back - The choice to participate in the CalPERS Military Buy Back program is solely at the discretion and cost of the employee.
- Third Level 1959 Survivors Benefits
- Single Highest Year Compensation Formula
- Service Credit for Unused Sick Leave

### **25.4 457(b) Deferred Compensation and Roth IRA Plans.**

The City will establish a 457(b) Deferred Compensation Plan and a Roth IRA Plan for bargaining unit members who may elect to contribute to either or both of these plans to the extent allowed by law.

## **ARTICLE XXVI. UNIFORM LAUNDRY SERVICE, AND SAFETY SHOE ALLOWANCE**

### **26.1 Uniform Laundry Service.**

The City shall provide a weekly laundry service to job classifications for which the City requires standardized attire. The City maintains the ability to modify laundry service levels based on need requirement. In accordance with CalPERS compensation requirements, the cost of Uniform laundry services provided to an employee shall be reported as compensation to the employee.

### **26.2 Safety Shoes.**

The allowance provided by the City for the purchase of safety shoes for maintenance and related job classifications for which the City requires safety shoes, shall be \$200.00 per year paid the first pay period in July annually.

New employees shall be provided the safety shoe allowance above by the second full pay period after initial appointment. Thereafter, the employee shall be eligible to receive the annual safety shoe allowance in July as described above, but not sooner than twelve (12) months after initial appointment.

### **26.3 Code Enforcement Officer.**

#### **26.3.1 Uniform Shirts for Code Enforcement Officer.**

Effective July 1, 2025, five (5) uniform shirts shall be afforded each calendar year to incumbent(s) in the Code Enforcement Officer I/II classification. Weekly laundry service (Article 26.1 Uniform Laundry Service) shall apply as the City requires such standardized attire for said classifications.

#### **26.4 Safety Equipment and Identification.**

The City shall provide incumbent(s) in the Code Enforcement classification the following safety equipment: 1) a handheld radio; 2) a Body Cam for use while working in the field; 3) a soft concealable body armor; and 4) a DuPont Tychem 2000 suit. Said equipment is essential for purposes of ensuring safety and capturing interaction(s) while working with the public. These safety equipment items shall remain the property of the City.

The City shall provide incumbent(s) in the Code Enforcement classification with a City badge, and identification/business cards to properly identify themselves. Any and all information contained on the cards shall be subject to City approval.

## **ARTICLE XXVII. CERTIFICATION FEES**

### **27.1 Payment for Certificate Issuance and Renewals.**

Costs involved in the issuance and renewal of certificates required by the City as a condition of employment in a regular full-time status with the City shall be paid directly or reimbursed by the City to the employee.

### **27.2 Payment of Department Of Transportation License Fees.**

Driver's license fees shall not be included as a reimbursable cost; however, driver's license fees related to Department of Transportation requirements for a Class A or B license and the related medical examination shall be paid by the City.

### **27.3 Payment of Above-Grade Certification for Wastewater Employees.**

The City will pay those employees who work at the City's Wastewater Treatment Plant and who obtain a higher-grade certificate than what is required in their assigned job



classification \$75 a month (\$34.62 per pay period). The City shall also reimburse an employee the fee for the above grade certificate cost once obtained. The City shall compensate employee for only one certificate.

## **ARTICLE XXVIII. PLACEHOLDER FOR FUTURE USE**

## **ARTICLE XXIX. BEREAVEMENT LEAVE**

### **29.1 Paid Bereavement Leave**

Any employee who is absent from work by reason of the death of a member of his/her immediate family may be allowed a bereavement leave of absence with full pay not to exceed five (5) workdays per incident. However, when it is reasonable and necessary, good cause is shown, and upon approval of the Department Head, three (3) additional days may be granted for such leave. All bereavement leave must be taken within one year of said incident. The days which are used as bereavement time off do not have to be consecutive in nature. Certification of loss may be required in certain circumstances. In order to receive compensation while absent on bereavement leave, the employee shall notify his/her immediate supervisor or the Department Head prior to the time set to begin his/her next shift.

### **29.2 Immediate Family Defined.**

Immediate family shall include the father, mother, step father, step mother, grandfather, grandmother, grandchild, brother, sister, step sister, step brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse or registered domestic partner, child or stepchild of the eligible employee.

## **ARTICLE XXX. GRIEVANCE PROCEDURE**

### **30.1 Grievance Defined.**

A grievance is an unresolved complaint or dispute regarding the application or interpretation of this MOU, the City Personnel Rules, other applicable regulations, policies or procedures governing personnel practices or working conditions.

### **30.2 Reflection for Use of Procedure.**

Use of this procedure shall not reflect unfavorably on the employee, the Supervisor(s), the Department Manager(s), or the general management of the City. Retaliatory or discriminatory action against an employee for using this procedure or discrimination in the application of a rule or policy shall be a violation of City policy.

### **30.3 Grievance Procedure Defined.**

This grievance procedure is established to accomplish the following objectives:

- a. To settle the disagreement at the employee-supervisor level, if possible.
- b. To provide an orderly procedure to handle the grievance through each level of supervision, if necessary.
- c. To resolve the grievance as quickly as possible.
- d. To correct, if possible, the cause of the grievance to prevent future similar complaints.
- e. To reduce the number of grievances by allowing them to be expressed thereby adjusting and eliminating grievances.
- f. To promote harmonious relations among employees, their supervisors, and the departmental staff.
- g. To ensure fair and equitable treatment of all employees.

### **30.4 Grievance Process.**

The conduct of Grievance Process shall be as follows:

- a. An aggrieved employee may be represented by his/her recognized employee organization, other representative of his/her choosing, or may represent him or herself in preparing and presenting his/her grievance at any level of review.
- b. The employee and his representative(s), if any, may use a reasonable amount of work time, as determined by the appropriate management supervisor, if conferring about and in presenting a grievance.
- c. Any monetary grievances shall be limited to the date the grievance was originally filed in writing or otherwise as provided in Step I of the Grievance Procedure, except in cases where it was impossible for the employee to have had prior knowledge of an accounting error.
- d. The time limit specified in this article may be extended by mutual agreement of the aggrieved employee and the reviewer concerned.
- e. Should a decision not be rendered within a stipulated time limit, the aggrieved employee may immediately appeal to the next step.

- f. The grievance may be considered settled if the decision of any step is not appealed within the specified time limit.

### **30.5 Grievance Procedure.**

The Grievance Procedure shall be as follows:

- **Step 1.**

The aggrieved employee will first attempt to resolve the grievance through informal discussion with his or her immediate supervisor by the end of the tenth calendar day following the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level.

- **Step 2.**

If the grievance is not resolved through the informal discussions, the aggrieved employee will reduce the grievance to writing and submit copies to his or her Department Manager and the Human Resources Director or his or her designee within ten (10) calendar days of the discussion with his/her immediate supervisor.

The Department Manager shall have ten (10) calendar days from the receipt of a written grievance to review the matter and prepare a written response.

- **Step 3.**

If the grievance is not resolved in Step 2, the aggrieved employee may appeal the decision of his or her Department Manager to the City Manager in writing within ten (10) calendar days of the receipt of the Department Manager's response. If the employee wishes, he or she may request to have the grievance reviewed by an Employee Appeals Board, or a State Mediator, prior to review by the City Manager, and he or she must so indicate in his or her appeal to the City Manager.

### **30.6 Employee Appeals Board.**

If the aggrieved employee selects to submit the grievance to the Employee Appeals Board, the Board shall be convened to hear the grievance on its merits with the purpose of attempting to resolve it in a satisfactory manner. This Board shall consist of three (3) members. One member shall be appointed by the affected employee or the Union; one member shall be appointed by the City; and the third member, who shall act as chairperson, shall be selected by the other two members.

No member of the Board shall be a person in the normal line of supervision nor from within the same department or division as the affected employee. No member of the Board shall be compensated by the City for serving on the Board except that if a City

employee serves on the Board, he or she shall be released for such service without loss of regular straight time compensation during his/her normal work hours.

The Employee Appeals Board shall then determine the facts of the grievance and submit a report of its findings along with a recommendation for settlement within ten (10) calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee.

### **30.7 Non-Binding Confidential Mediation.**

If the aggrieved employee selects to submit the grievance to the non-binding confidential mediation instead of the Employee Appeals Board, the City Manager or designee and the employee or employee's representative within ten (10) days shall mutually select a mediator, or if agreement on a mediator cannot be reached, the parties may request that a mediator be assigned by the California State Mediation and Conciliation Service.

The fees and expenses of mediation shall be shared equally by the City and the Union. In the event the employee is not represented by the Union, these fees shall be borne by the City. All other expenses shall be borne by the party incurring them and no party shall be responsible for the expenses of witnesses called by another party, if any.

The Mediator shall then determine the facts of the grievance and submit a report of his/her findings along with a recommendation for settlement within ten (10) calendar days from their appointment to the case. Copies of the report and recommendations shall be submitted to the City Manager and the aggrieved employee.

### **30.8 Employee Appeals Board or Mediator Recommendation to City Manager.**

Upon receipt of the employee's appeal and/or report and recommendations of the Employee Appeals Board or Mediator, the City Manager may elect the methods he or she then considers appropriate to review and settle the grievance. He or she shall render a written decision to all parties directly involved within fifteen (15) calendar days after receiving the employee's appeal, or if the Employee Appeals Board or Mediation procedure was utilized, after receipt of the Employee Appeals Board/Mediator's report. The decision of the City Manager shall be final and not subject to appeal or review by the City Council.

## **ARTICLE XXXI. DISCIPLINARY ACTION**

### **31.1 Disciplinary Action**

Disciplinary action proposed and/or imposed against an employee whose position is represented under a collective bargaining agreement shall be governed by the process(es) as defined within that employee's collective bargaining agreement. The City Manager is authorized to develop a disciplinary

action process for employees not represented by a collective bargaining agreement; however, such a process shall not waive the at-will employment status of said unrepresented employees.

### **31.2 Causes for Disciplinary Action**

Disciplinary action may be taken for any just cause. Cause for disciplinary action shall include, but shall not be limited to, any of the following:

1. Fraud of any kind; or misstatement or untruths or omissions of any material fact in the application process or in securing appointment or promotion; or falsification or untruths concerning records, fellow employees, or work performed.
2. Incompetence, inefficiency or carelessness in the performance of required duties; Less than satisfactory performance.
3. Neglect of or inattention to job duties, including the conduct of personal affairs during working hours.
4. Insubordination - willful disobedience, or failure to obey any proper direction made and given by a superior officer or supervisor.
5. Misconduct - willful or wanton disregard of the interests of the City, or deliberate violation or disregard of behavioral norms/expectations
6. Conduct unbecoming an employee of the City.
7. Any acts or omissions, which are either incompatible with or unfavorable to the public service, or which tend to bring reproach or discredit to the City.
8. Discourteous or non-cooperative treatment of the public, City elected officials, employees, or volunteers; Offensive or obscene language in public, or towards the public, City elected officials, or employees.
9. Dishonesty or immorality on the job.
10. Endangering self or others, or failure to follow adopted safety practices, or failure to properly use required personal protective gear or equipment.
11. Reporting for duty or being on duty under the influence of any intoxicant or absenting oneself from duty or rendering oneself unfit to perform fully one's duties for reasons attributable to or produced by intoxicants; Failure to notify a supervisor, in writing, when the employee is taking prescription medication that can impair judgment or performance.

12. Failure to report to work as scheduled or failure to notify supervisor, in accordance with department standards, of one's inability to report to work; Abuse of sick leave privileges.
13. Failure to immediately report a vehicle accident.
14. Intimidation or interference with the rights of any employee; Fighting, assault and/or battery on the public, City elected officials, employees or volunteers.
15. Failure to maintain the necessary license or certification required by the class specification.
16. Sleeping on the job.
17. Conviction of a crime, the nature of which has a direct bearing on continued employment.
18. Unauthorized leave of absence; failure to report to work after an authorized leave of absence has expired or after a requested leave of absence has been disapproved, revoked or canceled; or any other unauthorized absence from work.
19. Misuse or misappropriation of City property or funds; carelessness or negligence with the monies or other property of the City; appropriating to the employee's own use any property of the City, or loaning, selling or giving away such property without legal authorization.
20. Theft or sabotage of City property or funds.
21. Using or attempting to use political influence in attempting to secure promotion, leave of absence, transfer, change of rate of pay or character of work.
22. Inducing or attempting to induce a City employee to commit an unlawful act in violation of any lawful department or official regulation or order.
23. Taking for personal use, from any person, a fee, gift or other valuable thing in connection with official work when such fee, gift or other valuable thing is given in the expectation of receiving favored treatment.
24. Violation of or failure to abide by any condition of employment stipulated in the Municipal Code, Personnel Rules, any City Policies and Procedures, collective bargaining agreement (if any), administrative memorandum, or lawful official regulation or order of the City.

25. Failure to cooperate in an official inquiry or investigation into an alleged violation of this MOU or the Personnel Rules.
26. Working overtime without supervisory authorization.
27. Engaging in outside employment without supervisory authorization.
28. Bringing a gun or any other dangerous weapon onto City property.

### **31.3 Forms of Discipline**

- A. Written Reprimand
- B. Suspension
- C. Reduction in Step
- D. Involuntary Demotion (Note: Termination of an incentive pay or assignment pay is not considered demotion.)
- E. Termination

### **31.4 Authority of Disciplinary Action**

The Department Head has authority to take disciplinary action. The immediate supervisor has the authority to issue a written reprimand. The Human Resources Director shall be notified of any proposed or pending disciplinary action, beyond a written reprimand. The decision of the City Manager or designee shall be final and not subject to review by or appeal to the City Council.

### **31.5 Procedures for Written Reprimand**

Employees may request a review by the Department Head regarding a written reprimand by submitting a written request within ten (10) days from the date of the written reprimand. The Department Head shall review the employee's submission, may meet with the employee within ten (10) days of the filing of the request and shall issue written findings within ten (10) days of the review/meeting. The employee shall be entitled to representation, but is not entitled to an evidentiary hearing or to present witnesses. Written reprimands are not subject to the discipline procedures set forth in the below Sections regarding Notice of Intended Discipline, Notice of Discipline, Post-Disciplinary Appeal, or the Grievance Procedure.

In the event the written reprimand was issued by the Department Head, the employee may request a review by the Human Resources Director, per the procedure outlined above.

### **31.6 Notice of Intended Discipline**

- A. Prior to receiving any suspension, reduction in step, involuntary demotion or termination, the employee shall receive written notice of the proposed disciplinary action containing the following:
1. The proposed disciplinary action;
  2. The grounds on which the proposed discipline is based;
  3. A summary of the reasons for the proposed action;
  4. The documents, or access to the documents, upon which the proposed action is based;
  5. Notice to the employee of the right to respond to charges orally and/or in writing within seven (7) days from the service of the notice.
- B. An employee who desires to respond orally may do so by appearing at the time and place agreed upon by the employee and the Department Head. The employee is entitled to representation, but is not entitled to an evidentiary hearing or to present witnesses. If the employee demonstrates good cause why he/she cannot respond within seven (7) days, the City may grant a continuance.

### **31.7 Notice of Discipline**

No disciplinary action against an employee, excluding probationary and other at-will employees, shall be imposed unless such action is recommended by the City in a written notice of disciplinary action. This notice shall be served on the employee (with a copy to the Union representative, if involved) and filed with the Human Resources Department no later than seven (7) days after the date of such action. The notice shall include:

1. A statement of the disciplinary action;
2. The effective date of the action;
3. The grounds on which the discipline is based;
4. A summary of the reasons for the proposed action;
5. The documents, or access to the documents, upon which the proposed action is based;
6. A statement addressing the responses to the charges by the employee or designated representative, if any;
7. Notice to the employee of the right to appeal.

### **31.8 Post-Disciplinary Appeal**

The following post-disciplinary appeal procedures to suspensions, reductions in step, demotions and terminations:

1. Within seven (7) days of the receipt of written notice of final disciplinary action, the disciplined employee may appeal the disciplinary action to the City Manager by filing a written request with the City Manager and



providing a copy of the request to the Human Resources Director. Failure by the employee or the employee's representative to initiate the appeal within the prescribed time limits shall waive the right of the employee and the employee's representative from appealing the discipline.

2. The City Manager or designee and the employee or employee's representative shall select a hearing officer who shall conduct an administrative hearing within sixty (60) days. The hearing officer shall be selected from among a list of names not to exceed ten (10) names provided by the California State Mediation and Conciliation Service. The method of selection from said list shall consist of the following process:

After a toss of coin to decide which party shall move first, the City Manager or designee and the employee or employee's representative shall alternatively strike one name from the list until one name remains and such person shall act as the hearing officer. The next to the last name stricken shall be the alternate hearing officer to serve in the event the first hearing officer is not available. The procedure shall be followed until there is an available arbitrator.

3. The fees and expenses of the hearing officer and court reporter (if any) shall be shared equally by the City and the Recognized Employee Organization. In the event the employee is not represented by a Recognized Employee Organization, these fees shall be borne by the City. All other expenses shall be borne by the party incurring them and no party shall be responsible for the expenses of witnesses called by another party. Parties shall bear their own cost of any requested hearing transcript.
4. The hearing officer shall make a recommendation to the City Manager to sustain, modify or reverse the disciplinary action. A copy of the recommendation shall be given to the employee. The City Manager will then issue a final written decision within fifteen (15) days of receiving the recommendation, and may, but is not required to, accept the hearing officer's recommendation.

In the event the disciplined employee reports directly to the City Manager, or the City Manager initiated the disciplinary action as described within this section, the hearing officer shall make a recommendation to the City Attorney. The City Attorney's decision shall be final and not subject to review by or appeal to the City Council.

### **31.9 Waiver of Steps or Time Limits**

Any time limit or stage of the Discipline Procedure may be waived if all involved parties consent in writing.

## **ARTICLE XXXII. LAYOFF/REDUCTION IN HOURS**

### **32.1 Layoff Policy**

Whenever the City Manager and/or City Council determines in his/her/their sole discretion that it is necessary to abolish any position of employment due to changes in duties or organizational structure, economic conditions, lack of work or funds, or any other reason, the employee holding that position may be laid off, transferred, or demoted without disciplinary action and without the right of appeal.

### **32.2 Notification**

An employee being laid off shall be given at least thirty (30) days prior written notice.

At the time affected employees are noticed of the layoff, the Human Resources Director will also provide written notice to the bargaining unit representative(s). The City and the bargaining unit representatives will engage in the meet and confer process regarding the impacts of the layoff. Any questions or concerns regarding the order of layoff will be discussed during the impact meeting(s).

### **32.3 Order of Layoff**

In each class, employees shall be laid off according to employment status in the following order: temporary, provisional, regular part-time, probationary full-time, and regular full-time. In this chapter, probationary status means the probationary period required upon the initial employment with the City leading to a regular position.

### **32.4 Vacancy, Demotion, Retreat, and Seniority**

When the City has determined that a regular employee is to be laid off, the City Manager shall first demote the regular employee (based upon seniority within the class at the City of Pinole) to a regular position vacancy, if any, in a lower class which the employee previously held. All persons so demoted shall have their names placed on a reinstatement list for a period of one year.

Upon layoff, regular employees have the right to retreat to a lower class in accordance with this layoff policy. In order to retreat to a lower class an

employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Human Resources Director within seven (7) days of receipt of notice of layoff. An employee retreating to a lower class shall be placed at the salary step representing the least loss of pay.

For purposes of layoff, seniority shall be defined as an employee's tenure in a class. When an employee retreats to a lower class seniority for that class shall include the tenure of all higher classes.

Seniority includes time accrued in regular full-time and regular part-time service. In this chapter, length of service for regular part-time employment is calculated on a pro-rata basis. Employment in a temporary appointment position does not count in calculating seniority.

### **32.5 Reinstatement List**

The names of all regular and probationary employees laid off, or demoted in lieu of layoff, shall be placed on a reinstatement list for the classification from which they were removed.

Reinstatement list(s) shall remain in effect for twelve (12) months, unless exhausted sooner.

Reinstatement lists shall take precedence over all other employment lists except that employees on such lists shall not have the right to displace working employees.

Failure by a laid off employee to promptly respond to and accept a reinstatement offer in writing within ten (10) days of the date the offer is mailed to his/her last known address shall result in removal of his/her name from the reinstatement list.

Reinstatement will result in removal from the reinstatement list except when reinstatement is in a lower class.

### **32.6 Reinstatement**

A former employee appointed from a reinstatement list shall have the following benefits restored:

1. Accrued but unused sick leave.
2. Seniority at the time of layoff for vacation accrual, years of service, and department purposes as defined within department operating procedures (e.g., work schedule preferences, vacation scheduling preferences).

### **32.7 Layoff of At-Will Employees**

By definition, employment at-will may be terminated by either the employee or the City at any time with or without cause and with or without notice. Nothing in this chapter shall require the City Manager to allow a terminated at-will employee to displace an employee in a lower class or require the City Manager to place the terminated at-will employee on a reinstatement list.

### **32.8 Reduction in Hours**

Whenever the City Manager and/or City Council determines in his/her/their sole discretion that it is necessary to reduce the funding for any position of employment due to changes in duties or organizational structure, economic conditions, lack of work or funds, or any other reason, the employee holding that position will have their working hours reduced accordingly, without disciplinary action and without the right of appeal.

In the event that funding for a regular status position is reduced the impacted employee shall be given at least fourteen (14) days prior written notice.

At the time affected employees are noticed of the reduction in hours, the Human Resources Director will also provide written notice to the bargaining unit representative(s). The City and the bargaining unit representatives will engage in the meet and confer process regarding the impacts of the reduction in hours.

Employees will have their salary, benefits and leave accruals reduced in proportion to their percentage of full-time status, and in accordance with the applicable MOU. In the event that funding for a position that has had the hours reduced is returned to the previous level, employees shall not be entitled to any additional compensation, benefits, or seniority for the period during which their hours were reduced. Seniority during the time of reduced hours shall be retained for future reduction in force, and department purposes as defined within department operating procedures (e.g., work schedule preferences, vacation scheduling preferences).

## **ARTICLE XXXIII. PROBATIONARY PERIOD**

### **33.1 Objective of the Probationary Period**

The probationary period shall be regarded as part of the selection process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for releasing any probationary employee whose performance in the opinion of the Department Head and/or the City Manager does not meet the required standards of work. Nothing in this policy is intended to limit the reasons for which an employee may

be released during the probationary period. Release of an employee during the probationary period may be with or without cause and with or without prior notice to the employee.

### **33.2 Probationary Period**

All original appointments shall be tentative and subject to a probationary period of twelve (12) months of active duty from the date of probationary appointment. All promotional appointments shall be tentative and subject to a probationary period of six (6) months of active duty from the date of promotion. Days absent without pay, or leaves with pay exceeding thirty (30) calendar days during the probationary period shall extend the probationary period by the same number of days so as to result in a probationary period of active working duty for the required six (6) or twelve (12) months of active duty. Employees who transfer to another position in the same classification shall not be required to undergo a new probationary period for the position into which he/she is transferring, provided the employee has completed the probationary period in the classification at the time of transfer. During the initial probationary period, the employee may be released at any time by the City Manager, City Manager's designee, and/or the Department Head with or without cause and with or without prior notice. An employee released during the probationary period has no right to appeal or grieve the release.

By mutual written agreement of the Department Head and the employee, the initial probationary period may exceed twelve (12) months of active duty when in the opinion of the Department Head, and the City Manager additional time is necessary to evaluate the employee's effectiveness in his/her position. The probationary period shall not exceed eighteen (18) months of active duty.

### **33.3 Promotional Probationary Period**

An employee who has previously completed the requisite probationary period for an initial appointment and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee was dismissed for cause from employment during the promotional probationary period, the employee shall not be entitled to such reinstatement rights. An employee rejected during the promotional probationary period has no right to appeal or grieve the rejection.

## **ARTICLE XXXIV.**

### **Union Membership, Due Deduction, and New Employee Orientation**

#### **34.1 Union Membership**

The City upon receipt of a certified written member list issued by a duly authorized Union official, shall deduct dues and voluntary deductions selected by members, as established by the Union from the salaries of its members. The Union shall notify the City in writing as to the amount of such dues uniformly required of all members of the Union and the amounts of any Union sponsored benefit deduction for its members. The sums so withheld shall be remitted by the City, without delay, along with a list of employees and their respective dues and voluntary deductions. The Union bears responsibility for allocating dues and voluntary deductions pursuant to the employee's request

The employees' earnings must be sufficient after legal and required deductions are made to cover the amount of the dues or deductions. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover the pay period from the future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues and service fees.

#### **34.2 Annual AFSCME Local 512 Financial Reports Required.**

AFSCME Local 512 shall submit copies of the financial report required pursuant to the labor management disclosures act of 1959 to the City Manager once annually. Copies of such reports shall be available to employees at the office of the union.

#### **34.3 Indemnification.**

AFSCME Local 512 shall indemnify and hold the City and its officers and employees harmless from any and all claims, demands, suits, or any other actions arising from the collection of dues and deductions herein. In no event shall the City be required to pay for from its own funds Union dues, or deductions that the employee was obligated to pay, but failed to pay, regardless of the reason.

#### **34.4 AB119 - New Employee Orientation (NEO)**

Assembly Bill AB119 (New Employee Orientation- NEO) requires that the public employer (City of Pinole) shall provide the exclusive representative (AFSCME Council 57/ Local 512) of said employees, mandatory access to its new employee orientations. The parties agree to the following and acknowledges the parties' obligation to negotiate pursuant to Government Code Section 3557 and as such, parties waive their right to compulsory arbitration provided in Government Code Section 3557.

New employee orientation (NEO) means an "in person" meeting designated as such and scheduled with representatives of the City to advise and inform new employees of their employment benefits, responsibilities, Union/City Rules, and other similar related matters. Currently, the City performs new employee orientations. However, there may

be instances where orientations are held on a different date and/or time following their actual start date due to business needs. Typically, the orientation process lasts one (1) to two (2) hours and occurs during working hours.

### **34.5 Notice Requirements**

The City of Pinole shall make every effort to provide written notice (by email or letter) to the Union of all new employee orientations, which they represent, at least fifteen (15) calendar days, no less than ten (10), prior to the scheduled orientation. The new employee orientation notice provided to the Union shall include the date, time, and location of the orientation. This will allow for proper scheduling to ensure that representative(s) from the Union are available to meet with the employee prior to or following the orientation session. If the Union or its representative are not available on the day or time The City has scheduled its orientation, The City will allow the Union to meet with the new employee within a week of hire.

AFSCME Council 57 / Local 512 will be provided the opportunity to have its Unit President or the Union's chosen designee to meet with the new employee for up to 45 minutes of uninterrupted private time prior to or following the NEO. The Union may provide for example, literature, written materials, packet of information, and or a visual presentation about its Union to the new employee(s).

The Union's portion of the NEO will be conducted during paid City time as a regular part of the new employee orientation. Typically, the Union's representatives are comprised of the Business Agent and/ or the Unit President / or chosen designee bargaining unit member. Approval from the Department Director shall be authorized prior to a bargaining unit member attending the new employee orientation. At no time shall the bargaining unit member (acting as a Union representative) meeting with the new employee result in any overtime or additional costs to the City. A bargaining unit member attending the orientation as a Union representative shall do so during their regular working hours so as to not incur additional costs to the City. If release time is requested, the Union will provide The City, in advance notice, of the name(s) of the bargaining unit member(s) who they wish to attend the orientation.

During the new employee orientation, The City shall clearly communicate to each new employee hired into a position/classification represented by the (AFSCME Local 512) bargaining unit, that the employee's position is represented by AFSCME Local 512. To properly identify current leaders, the Union will provide a roster of current representative(s) to the City of Pinole prior to such orientation.

### **34.6 Reporting Requirements**

Within 30 days of hire or by the first pay period of the month following hire, The City shall provide AFSCME Local 512 with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer, as well as home address of all newly hired employees. AB119



requires that The City provide the Union with this information for all employees in the bargaining unit at least every 120 days.

Notwithstanding the above, the City will provide to the Union on a monthly basis an electronic malleable list in Microsoft Excel of all bargaining unit members including the following information on file with the employer: full name, job classification, department, employee number, job type (full-time/part-time), work location, work, and personal telephone numbers, personal email addresses, work email addresses, home address, pay step, pay rate, and pay status.

## **ARTICLE XXXV. DURATION**

### **35.1 Term.**

This MOU shall be in full force and effect from July 1, ~~2023-2025~~, to and through June 30, ~~2025~~2026.

### **35.2 MOU “Meet and Confer” Obligations.**

It is mutually agreed that the approval and ratification of this Memorandum of Understanding relieves the City of any and all further obligations to meet and confer regarding the provisions of this agreement, as required by the Government Code of the State of California for the period covered by this agreement, except as to the provisions of section 30.3. Nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring, and making modifications hereto by mutual consent.

### **35.3 Notice of Termination.**

This MOU shall continue in force and effect hereafter from year to year unless either party gives one hundred and twenty (120) days written notice prior to the expiration date, or any annual anniversary date thereafter to terminate or modify this Agreement.

### **35.4 Effective Date.**

All provisions contained in this MOU are effective July 1, ~~2023~~2025, unless specifically stated otherwise.

### **35.5 Continuation of MOU in Light of Federal/State Law Changes.**

In the event any portion of this Agreement is declared null and void under Federal or State law, the balance of the Agreement shall continue in full force and effect, and the parties shall commence negotiations to ensure that the superseded portion shall be rewritten to conform as closely as is possible to the original intent.

**[SIGNATURES ON NEXT PAGE]**



**SIGNATURES**

**FOR CITY OF PINOLE:**

\_\_\_\_\_  
Kelcey Young, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Markisha Guillory, Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stacy Shell, Human Resources Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlene Davis, Human Resources Analyst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gregory Ramirez, Chief Negotiator

\_\_\_\_\_  
Date

**AFSCME Local 512**

\_\_\_\_\_  
Kim Young, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Howe, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew Jones, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rob Ouellette, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sarrah Patton, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa A. Davis, Chief Negotiator and  
Senior Business Agent

\_\_\_\_\_  
Date

## **ATTACHMENT A – SALARY SCHEDULES**

**ATTACHMENT B – RESOLUTION**

~~ATTACHMENT C – CSO COURT APPEARANCE OVERTIME~~

**ATTACHMENT D-C – SIDE LETTER “RETIREE MEDICAL COMMITTEE”**

WHEREAS, the parties have engaged in good-faith negotiations;

NOW, THEREFORE, The parties agree to form an employer-employee committee consisting of up to five members from the employer and up to five (5) members from the Union to explore sustainable retiree medical plan options and make recommendations to the City.

The committee will have their first meeting by July 1, 2026, and shall meet at dates and times thereafter as agreed to by the Parties.

This Side Letter of Agreement shall not be included in the successor agreement.

**FOR CITY OF PINOLE:**

|                                         |      |
|-----------------------------------------|------|
| Kelcey Young, City Manager              | Date |
| Markisha Guillory, Finance Director     | Date |
| Stacy Shell, Human Resources Director   | Date |
| Charlene Davis, Human Resources Analyst | Date |
| Gregory Ramirez, Chief Negotiator       | Date |

**AFSCME Local 512**

|                           |      |
|---------------------------|------|
| Kim Young, President      | Date |
| Michael Howe, Team Member | Date |

---

Matthew Jones, Team Member

---

Date

---

Rob Ouellette, Team Member

---

Date

---

Sarrah Patton, Team Member

---

Date

---

Lisa A. Davis, Chief Negotiator and  
Senior Business Agent

---

Date

**ATTACHMENT E-D – SIDE LETTER “NEW JOB SPECIFICATION”**

WHEREAS, the parties have engaged in good-faith negotiations;

NOW, THEREFORE, The parties will meet and discuss, no later than 60 days after adoption, a joint recommendation to be made to the City Manager for the establishment of a new job classification at the manager level in the Communications Department PCTV Division.

~~The committee will have their first meeting by July 1, 2026, and shall meet at dates and times thereafter as agreed to by the Parties.~~

This Side Letter of Agreement shall not be included in the successor agreement.

**FOR CITY OF PINOLE:**

\_\_\_\_\_  
Kelcey Young, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Markisha Guillory, Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stacy Shell, Human Resources Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlene Davis, Human Resources Analyst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gregory Ramirez, Chief Negotiator

\_\_\_\_\_  
Date

**AFSCME Local 512**

\_\_\_\_\_  
Kim Young, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Howe, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew Jones, Team Member

\_\_\_\_\_  
Date

---

Rob Ouellette, Team Member

---

Date

---

Sarrah Patton, Team Member

---

Date

---

Lisa A. Davis, Chief Negotiator and  
Senior Business Agent

---

Date



**ATTACHMENT ~~F-E~~ – “ME TOO CLAUSE”**

WHEREAS, the parties have engaged in good-faith negotiations;

NOW, THEREFORE, The parties agree to apply the following, in the 2025-2026 MOU succeeding the Memorandum of Understanding (MOU) that expired on June 30, 2025:

1. General Salary Increases (GSI). If the City provides any other bargaining unit (i.e., AFSCME PEU Local 1 or Pinole Police Employees' Association) with a GSI different than those provided in the MOU expiring on June 30, 2026 (2025-2026 MOU), then the City shall adjust the salary rates contained in the successor agreement so that it is equal to the increases and the effective dates granted employees in the other bargaining units successor agreements.
2. Health Insurance Benefit. If the City provides any other bargaining unit with a Health Insurance Benefit contribution different than the provisions in the 2025-2026 MOU, the City shall adjust the HIB provisions contained in the successor agreement so that they are equal to the HIB benefit contained in the other bargaining units' successor agreements.
3. Deferred Compensation. If the City provides any other bargaining unit with a Deferred Compensation benefit different than the provisions in the 2025-2026 MOU, the City shall adjust the Deferred Compensation provisions contained in the successor agreement so that they are equal to the Deferred Compensation benefit contained in the other bargaining units' successor agreements.
4. Term of Agreement. The term of agreement in the successor agreement shall be equal to the length of the agreement reached by any other bargaining unit.

**EXPIRATION**

This Side Letter of Agreement shall expire once its provisions, as necessary, are incorporated into the successor agreement through amendments to its final language.

This Side Letter of Agreement shall not be included in the successor agreement.

[SIGNATURES ON NEXT PAGE]

**FOR CITY OF PINOLE:**

\_\_\_\_\_  
Kelcey Young, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Markisha Guillory, Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stacy Shell, Human Resources Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlene Davis, Human Resources Analyst

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gregory Ramirez, Chief Negotiator

\_\_\_\_\_  
Date

**AFSCME Local 512**

\_\_\_\_\_  
Kim Young, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Howe, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew Jones, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rob Ouellette, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sarrah Patton, Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa A. Davis, Chief Negotiator and  
Senior Business Agent

\_\_\_\_\_  
Date



## CITY COUNCIL REPORT

9.F.

**DATE:** JULY 15, 2025  
**TO:** MAYOR AND COUNCIL MEMBERS  
**FROM:** Melissa Klawuhn, Police Chief, mklawuhn@pinole.gov  
**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE  
AUTHORIZING THE RECEIPT AND EXPENDITURE OF \$99,482.16 FROM  
THE CALIFORNIA HIGHWAY PATROL AND THE CANNABIS TAX FUND  
GRANT PROGRAM (CTFGP) #23421

### **RECOMMENDATION**

Staff recommends that the City Council adopt the attached resolution (Attachment A), which will authorize the acceptance of \$99,482.16 in grant funds awarded to the City of Pinole and administered by the California Highway Patrol (Attachment B-submitted grant application).

### **BACKGROUND**

The California Highway Patrol (CHP) works closely with state and local agencies and other traffic safety stakeholders to actively address impaired driving. The CHP will consider a variety of factors in determining specific needs for each grant cycle, including opportunities and projects best suited to prevent the loss of life, injuries, and property damage caused by driving under the influence of alcohol and/or drugs.

The purpose of the Cannabis Tax Fund Grant Program (CTFGP) is to provide alternative funding sources to augment, but not supplant, current activities and programs. The CHP allocates funds for the project categories in accordance with California Code of Regulations (CCR) Sections 1890.05 through 1890.07, as determined by the CHP. Law enforcement grants provide financial assistance to allied agencies for the education, prevention, and enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products. The intent of this program is to educate the public about the dangers of impaired driving, enforce impaired driving laws on roadways, and enhance law enforcement's effectiveness through training and the development of new strategies.

The City of Pinole is confronting a significant challenge with impaired driving, exacerbated by the increasing accessibility of cannabis. While specific local statistics on drug-impaired driving remain limited, the City has seen an increase in DUI-related incidents, highlighting the need for enhanced enforcement and prevention efforts. Additionally, the proliferation of cannabis dispensaries in neighboring areas, such as Richmond, has made cannabis products more accessible to Pinole residents and those driving through the city, potentially contributing to a higher incidence of drug-impaired driving. Compounding the issue, law enforcement officers require specialized training to effectively identify and manage drivers under the influence of drugs, as traditional DUI protocols primarily focus on alcohol impairment.

The Pinole Police Department has only 29 sworn officers who perform a variety of duties, including traffic enforcement. This limited staffing makes it challenging to focus efforts on enforcing impaired driving laws without incurring overtime, as reallocating officers from their regular tasks can compromise other vital public safety efforts.

To address these issues, the Pinole Police Department applied for CTFGP funding to enhance its efforts in reducing impaired driving incidents through education and enforcement. The proposed project includes specialized training for officers, equipping them with the skills and tools necessary to identify and address drug-impaired driving. This includes Advanced Roadside Impaired Driving Enforcement (ARIDE) training for two officers, Drug Recognition Expert (DRE) training for one officer, and DUI Planning and Management training for checkpoint operations. Furthermore, enforcement will be enhanced through the proposed purchase of a police motorcycle, which will decrease the response time and increase the flexibility of the traffic officer.

Public education and outreach about cannabis-impaired driving will also be a key part of the project, ensuring community awareness of the dangers and legal consequences of driving under the influence. Through this comprehensive approach, the City aims to reduce impaired driving crashes, improve public safety, and promote responsible cannabis use within the community.

## **REVIEW AND ANALYSIS**

To address this urgent need, the City of Pinole proposes a comprehensive solution focused on improved enforcement and education. The plan includes specialized training for officers, such as Advanced Roadside Impaired Driving Enforcement (ARIDE) and Drug Recognition Expert (DRE) training, to equip officers with the skills to identify and address drivers impaired by drugs. Officers trained in these areas will act as internal specialists, applying their expertise to future impaired driving enforcement efforts and providing training to other officers in the department. This knowledge-sharing strategy will help build internal capacity and decrease reliance on external training funding in the future.

Recognizing the value of collaboration, the Pinole Police Department plans to partner with the Hercules Police Department to conduct a pilot Driving Under the Influence of Drugs (DUID) checkpoint. While both departments have a history of joint DUI checkpoints, this will be their inaugural DUID-specific operation, marking a proactive step in addressing drug-impaired driving. The success of this initiative hinges on comprehensive officer training, ensuring law enforcement personnel are adept at recognizing impairment, administering field sobriety tests, and utilizing advanced roadside screening tools. Additionally, equipment purchased with this funding, such as the DUI checkpoint signage, Alco-Sensor FST, and SoToxa Mobile Test System will become permanent resources for the department, allowing ongoing DUID enforcement without the need for additional grant funding to replace or repurchase essential equipment.

To enhance mobility and increase enforcement coverage, the grant request also includes funding for the purchase of a police motorcycle. The motorcycle will be used for DUID checkpoints and saturation patrols, allowing officers to navigate traffic and respond quickly to impaired driving incidents efficiently. This additional resource will improve the department's ability to conduct high-visibility enforcement operations, deter drug-impaired driving, and

enhance roadway safety.

Furthermore, the project focuses on public education and outreach to increase awareness of the dangers and legal consequences of cannabis-impaired driving. Outreach activities will continue through collaboration with local schools, community organizations, and public safety campaigns, utilizing existing city communication channels and partnerships to reduce costs.

Through this multifaceted approach, the Pinole Police Department aims to reduce impaired driving incidents, enhance public safety, and promote responsible cannabis use within the community.

### **FISCAL IMPACT**

Accepting this grant will result in a positive fiscal impact. The total project cost is \$99,482.16, with no match required.

### **ATTACHMENTS**

- A. Resolution
- B. Application
- C. Draft Agreement

**RESOLUTION NO. 2025-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AUTHORIZING THE RECEIPT AND EXPENDITURE OF \$99,482.16 FROM THE CALIFORNIA HIGHWAY PATROL AND THE CANNABIS TAX FUND GRANT PROGRAM (CTFGP) #23421**

**WHEREAS**, the passage of Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA), California voters mandated the state set aside funding for the California Highway Patrol to award grants to local governments and nonprofit organizations, as described in Revenue and Taxation Code Section 34019(f)(3)(B); and

**WHEREAS**, the Pinole Police Department applied and was notified it was awarded a grant (#23421) for the 2025-2026 Fiscal Year from the Cannabis Tax Fund Grant Program (CTFGP); and

**WHEREAS**, funds allocated under this grant agreement shall not exceed \$99,482.16; and

**WHEREAS**, accepting the grant funds from the California Highway Patrol will allow the Pinole Police Department to make significant strides in enhancing community safety and supporting law enforcement initiatives in regard to reducing impaired driving and increasing training for police personnel; and

**WHEREAS**, funding the overtime, equipment, and other expenses associated with this education and enforcement presents a fiscal challenge for the City; and

**WHEREAS**, the Pinole Police Department and the Cannabis Tax Fund Grant Program (CTFGP) have collaborated to establish goals and objectives for the 2025-2026 Fiscal Year to reduce impaired driving crashes, increase public awareness surrounding the dangers of impaired driving, and make Pinole's roadways a safer place to travel; and

**NOW, THEREFORE, BE IT RESOLVED** that the Chief of Police for the Pinole Police Department or his/her designee is authorized to execute on behalf of the City of Pinole, the attached agreement, including any extensions or amendments thereof, and any subsequent contract with the state in relation thereto.

**IT IS AGREED** that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The California Highway Patrol and Cannabis Tax Fund Grant Program (CTFGP) disclaim responsibility for any such liability.

**BE IT FURTHER RESOLVED** that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Pinole held on the **15th** 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 **15th** day of **July, 2025**

---

Heather Bell, CMC  
City Clerk



## **Pinole Cannabis Public Safety Initiative**

Prepared by Pinole PD  
for California Highway Patrol (CHP) Law Enforcement: Small and Mid-Size Organizations/Agencies FY 2025/2026

**Submitted by Amy Eubanks**

**Submitted on 02/21/2025 4:15 PM Pacific Standard Time**





## Opportunity Details

### Opportunity Information

Title

Law Enforcement: Small and Mid-Size Organizations/Agencies FY 2025/2026

Description

Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.

The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

Awarding Agency Name

California Highway Patrol

Agency Contact Name

Cannabis Grants Unit (CGU)

Agency Contact Phone

916-843-4360

Agency Contact Email

CGUGrants@chp.ca.gov

Fund Activity Categories

Education, Law, Justice and Legal Services

Manager

Cannabis Grants Unit (CGU)

Opportunity Posted Date

1/8/2025

Public Link

<https://www.gotomygrants.com/Public/Opportunities/Details/cd30d005-b1e2-4785-86ba-ea5c151bd666>

Is Published

Yes

### Funding Information

Opportunity Funding

\$13,000,000.00

Funding Sources

State

Funding Source Description

With the passage of Proposition 64 in 2016, The Control, Regulate, and Tax Adult Use Marijuana Act (AUMA), California voters mandated the state to set aside funding for the CHP to provide grants to local governments and Qualified Nonprofit Organizations for the education, prevention, and enforcement of impaired driving laws pursuant to Section 34019 (f)(3)(B) Revenue and Taxation Code (RTC).

Funding Restrictions

State Agencies/Departments, please refer to Section 34019 (f)(3)(B) RTC and California Code of Regulations, Title 13,



Division 2, Chapter 13, for additional information.

## **Award Information**

**Award Range**

\$500,000.00 Ceiling

**Award Period**

07/01/2025 - 06/30/2026

**Award Type**

Competitive

**Indirect Costs Allowed**

No

**Matching Requirement**

No

## **Submission Information**

**Submission Window**

01/08/2025 8:00 AM - 02/28/2025 5:00 PM

**Submission Timeline Type**

One Time

**Submission Timeline Additional Information**

GRANT APPLICATIONS ARE DUE FEBRUARY 23, 2025, BY 5:00 PM PST. EXTENDED TO FEBRUARY 28, 2025, BY 5:00 PM PST.

Grant Applicants are advised to ask submittal questions well before the deadline. The Cannabis Grants Unit (CGU) cannot guarantee an immediate response and the Grant Management System (GMS) will automatically close at 5:00 PM PST. Once a Grant Application is submitted through the GMS, Grant Applicants may not add, edit, or delete any Grant Application information.

## **Question Submission Information**

**Question Submission Open Date**

01/08/2025 8:00 AM

**Question Submission Close Date**

02/28/2025 5:00 PM

**Question Submission Email Address**

CGUGrants@chp.ca.gov

**Question Submission Additional Information**

GRANT APPLICATIONS ARE DUE FEBRUARY 23, 2025, BY 5:00 PM PST. EXTENDED TO FEBRUARY 28, 2025, BY 5:00 PM PST.

CGU Office Hours:  
Monday through Friday  
8:00 am to 5:00 pm

If assistance is required, please contact the Cannabis Grants Unit no later than Friday, February 21, 2025.

## **Attachments**

- Grant Application Evaluation Criteria



- FY25-26 RFA - Law Enforcement Small and Mid-Size

## Eligibility Information

### Eligibility Type

Public

### Additional Eligibility Information

Small and Mid-Size Law Enforcement Organizations/Agencies, with the primary function of enforcing traffic laws, which includes responding to calls, making arrests, and issuing citations, pursuant to the California Penal Code, California Vehicle Code, and California Health and Safety Code

Small-Size Law Enforcement Organizations/Agencies: 100 employees or less

Mid-Size Law Enforcement Organizations/Agencies: 500 employees or less

## Additional Information

### Additional Information URL

<https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program>

## Award Administration Information

### State Award Notices

Awards will be announced in May and June 2025.

### Administrative and National Policy Requirements

The California Highway Patrol (CHP) adopted regulations within Title 13 of the California Code of Regulations (CCR), Division 2, by adding Chapter 13, which govern the CHP, Cannabis Tax Fund Grant Program.

These regulations outline:

- \* Grant Provisions
- \* Grant Project Types
- \* Specific Grant Application Requirements
- \* Grant Evaluation Criteria
- \* Necessary Administrative Procedures for the Program

Regulations can be found at:

<https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program/program-regulations>

### Reporting

Quarterly Reporting is required and due within 14 calendar days after the close of each quarter.

Quarter One (Q1): July 1 - September 30

Quarter Two (Q2): October 1 - December 31

Quarter Three (Q3): January 1 - March 31

Quarter Four (Q4): April 1 - June 30

### Other Information

Please ensure your Organization/Agency has the capability to electronically sign required documents (ex: Grant Agreement).



## **Project Information**

### **Application Information**

Application Name

Pinole Cannabis Public Safety Initiative

Award Requested

\$99,482.16

Total Award Budget

\$99,482.16

### **Primary Contact Information**

Name

Amy Eubanks

Email Address

aeubanks@pinole.gov

Address

880 Tennent Ave  
Pinole, CA 94564

Phone Number

(510) 914-0819



## Project Description

### 1. Organization/Agency Representatives

Organization/Agency Section/Unit (subdivision) to administer the Grant Agreement

City of Pinole

#### Organization/Agency Representative

Please complete the following fields with appropriate Organization/Agency representatives, as applicable.

- The Authorized Official is authorized to enter into a Grant Agreement with signing authority.
- The Authorized Financial Contact maintains financial records, documentation, and recipient of warrant.
- The Administrative Contact is responsible for day-to-day administration.

Authorized Official Name (first and last)

Jeremy Crone

Authorized Official Title

Acting Police Chief

Authorized Official Address (street, city, state, zip code)

880 Tennent Avenue, Pinole, CA 94564

Official Address to Receive Reimbursement Payment - MUST MATCH FISCAL FORM (street, city, state, zip code)

880 Tennent Avenue, Pinole, CA 94564

Authorized Official Phone Number (with area code)

510-724-8950

Authorized Official Email Address

jcrone@pinole.gov

Authorized Financial Contact Name (first and last)

Markisha Guillory

Authorized Financial Contact Title

Finance Director

Authorized Financial Contact Phone Number (with area code)

510-724-9823

Authorized Financial Contact Email Address

mguillory@pinole.gov

Administrative Contact Name (first and last)

Amy Eubanks

Administrative Contact Title

Officer

Administrative Contact Phone Number (with area code)

510-724-8950

Administrative Contact Email Address



[aeubanks@pinole.gov](mailto:aeubanks@pinole.gov)



## 2. Senate/Assembly/Congressional/County Information

To determine the State Senate District(s), State Assembly District(s), and California Congressional District(s), copy and paste the below URL in your browser and search:

<https://gis.data.ca.gov/maps/CDEGIS::legislative-districts-in-california-2/about>

Select one or more State Senate District(s) where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

**State Senate 07**

Select one or more State Assembly District(s) where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

**State Assembly 14**

Select one or more California Congressional District(s) where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

**California Congressional District 08**

Select one or more California counties where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

**Contra Costa**

Number of residents (population) that your Organization/Agency serves.

**18481**



### 3. Statistical Data

Ensure the responses below are accurate and align with the statistical data provided within the Grant Application. If a question is not applicable, please input "0" or "N/A".

How many schools are in your jurisdiction?

|                   | Elementary Schools | Middle Schools | High Schools | Colleges/Universities |
|-------------------|--------------------|----------------|--------------|-----------------------|
| Number of Schools | 5                  | 1              | 1            | 0                     |

How many law enforcement personnel are within your Organization/Agency?

52

Does your Organization/Agency have specifically designated traffic enforcement personnel who conduct driving under the influence (DUI) enforcement operations?

- ☒ Yes  
☐ No

How often does your Organization/Agency conduct DUI enforcement activities (ex: DUI Saturation Patrols, DUI Checkpoints)?

|                        | Weekly Average | Monthly Average | Yearly Average |
|------------------------|----------------|-----------------|----------------|
| Enforcement Activities | 0              | 0               | 4              |

How many law enforcement personnel have attended Standard Field Sobriety Test (SFST), Advanced Roadside Impaired Driving Enforcement (ARIDE), and/or Drug Recognition Evaluator (DRE) training?

|                                             | SFST | ARIDE | DRE |
|---------------------------------------------|------|-------|-----|
| Number of Trained Law Enforcement Personnel | 5    | 4     | 1   |

How many certified DREs does your Organization/Agency currently have?

1

How many law enforcement personnel are certified SFST and/or DRE Instructors?

|                                 | SFST | DRE |
|---------------------------------|------|-----|
| Number of Certified Instructors | 0    | 0   |

What in-service training does your Organization/Agency offer related to DUI/DUID?

DUI training is covered during the traffic portion of the FTO Orientation. This topic is also covered when a recruit (trainee) investigates someone who is suspected of driving impaired while in training.

SFST's are reviewed during briefing trainings

Is training conducted at your Organization/Agency or at an alternate facility?

- ☒ Within Organization/Agency  
☐ Alternate Facility

Do law enforcement personnel participate in training with local city attorneys and/or district attorneys?

- ☒ Yes  
☐ No

#### Grant Funded Equipment





Have Cannabis Tax Fund Grant Program Grant Funds been utilized to purchase equipment (an acquisition cost of at least \$5,000)?

- ☐ Yes  
☒ No

If yes, list EACH equipment item and fiscal year of the Grant Agreement.

**EXAMPLE ONLY**

**FY21-22 = Two Message Boards**  
**FY22-23 = One DUI Vehicle**



#### 4. Project Description

Project Types: Please select project type(s) applicable to your Project.

- ☒ Law Enforcement Training
- ☒ Public Education and/or Prevention
- ☒ Enforcement Efforts

Provide a brief overview/synopsis (a paragraph) of the proposed Project. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The City of Pinole is seeking funding through the California Cannabis Tax Fund Grant Program (CTFGP) to enhance its efforts in reducing impaired driving incidents through enforcement and education. The proposed project includes specialized training for officers, equipping them with the skills and tools necessary to identify and address drug-impaired driving. This includes Advanced Roadside Impaired Driving Enforcement (ARIDE) training for two officers, Drug Recognition Expert (DRE) training for one officer, and DUI Planning and Management training for checkpoint operations.

Additionally, the grant request includes funding for essential equipment such as DUI checkpoint signage, an Alco-Sensor FST, and a SoToxa Mobile Test System for roadside drug screening. To further strengthen enforcement efforts, the City seeks support for staff overtime to conduct a dedicated Driving Under the Influence of Drugs (DUID) checkpoint. In partnership with the Hercules Police Department, Pinole PD will pilot the first-ever DUID-specific checkpoint in the region. While the two departments have previously collaborated on DUI checkpoints, this will be the first focused solely on detecting and addressing drug-impaired driving. Proper officer training will be key to the success of this effort, ensuring law enforcement personnel are prepared to recognize impairment, conduct field sobriety tests, and utilize advanced roadside screening tools effectively.

To enhance mobility and increase enforcement coverage, the grant request also includes funding for the purchase of a police motorcycle. The motorcycle will be used for DUID checkpoints and saturation patrols, allowing officers to efficiently navigate traffic and respond quickly to impaired driving incidents. This additional resource will improve the department's ability to conduct high-visibility enforcement operations, deter drug-impaired driving, and enhance roadway safety.

Public education and outreach on cannabis-impaired driving will also be a key component of the project, ensuring community awareness about the dangers and legal consequences of driving under the influence. Through this comprehensive approach, the City aims to reduce impaired driving crashes, enhance public safety, and promote responsible cannabis use within the community.



## **5. Problem Statement & Proposed Solution**

Clearly identify the problem/need (Problem Statement) in your local community that will be addressed by the Project. Then, clearly identify the Proposed Solution to address the problem/need. If applicable, provide recent and high-level statistical data that directly supports the problem/need in your local community. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - EITHER TYPE INFORMATION IN FIELD OR ATTACH DOCUMENT.

The City of Pinole is confronting a significant challenge with impaired driving, exacerbated by the increasing accessibility of cannabis. While specific local statistics on drug-impaired driving remain limited, the City has seen an increase in DUI-related incidents, highlighting the need for enhanced enforcement and prevention efforts. Additionally, the proliferation of cannabis dispensaries in neighboring areas, such as Richmond, has made cannabis products more accessible to Pinole residents and those driving through the city, potentially contributing to a higher incidence of drug-impaired driving. Compounding the issue, law enforcement officers require specialized training to effectively identify and manage drivers under the influence of drugs, as traditional DUI protocols primarily focus on alcohol impairment.

To address this pressing need, the City of Pinole proposes a comprehensive solution centered on enhanced enforcement and education. The initiative includes specialized training for officers, such as Advanced Roadside Impaired Driving Enforcement (ARIDE) for two officers and Drug Recognition Expert (DRE) training for one officer, equipping them with the skills to detect and handle drug-impaired drivers. Recognizing the value of collaboration, the Pinole Police Department plans to partner with the Hercules Police Department to conduct a pilot Driving Under the Influence of Drugs (DUID) checkpoint. While both departments have a history of joint DUI checkpoints, this will be their inaugural DUID-specific operation, marking a proactive step in addressing drug-impaired driving. The success of this initiative hinges on comprehensive officer training, ensuring law enforcement personnel are adept at recognizing impairment, administering field sobriety tests, and utilizing advanced roadside screening tools. Furthermore, the project emphasizes public education and outreach to raise awareness about the dangers and legal consequences of cannabis-impaired driving. Through this multifaceted approach, the City aims to reduce impaired driving incidents, enhance public safety, and promote responsible cannabis use within the community.

Statistical Data/Report(s)



## **6. Performance Measures/Scope of Work**

Detail EACH Project activity/item below, which will serve as your goals and objectives for the Project. For EACH goal/objective, include estimated timelines (ex: monthly, quarterly), quantitative measurements (ex: reduction of DUI/DUID by %), and justification detailing how it will enhance/support the Project. NOTE: These goals and objectives must be consistent with the Budget. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

1 DUID Checkpoint (Q3 or Q4): Aim to reduce DUI/DUID by 20%, which will reduce the number of impaired drivers in the community.

4 Educational Presentations at local schools (Q1 = 1, Q2 = 1, Q3 = 1, Q4 = 1): Aim to contact at least 75 students each quarter to increase awareness of driving under the influence and pedestrian safety when dealing with impaired drivers.

2 Officers to receive ARIDE certification

1 Officer to receive DRE certification

1 Officer to receive DUI Planning and Management course training

### **EXAMPLE ONLY**

16 DUI Saturation Patrols (Q1 = 4, Q2 = 4, Q3 = 4, Q4 = 4): Aim to reduce DUI/DUID deaths by 10%, which will improve roadway safety in the community.

2 DUI Checkpoints (Q2 = 1, Q4 = 1): Aim to reduce DUI/DUID by 15%, which will reduce the number of impaired drivers in the community.

4 Message Boards for DUI Checkpoints and Educational Messaging (Q1 = Purchase, Q2 = Receive, Q2-Q4 = Use to complete DUI Checkpoints and education): We will utilize the Message Boards to notify the public of an approaching DUI Checkpoint. In between DUI Checkpoints, we will display educational messaging against driving under the influence.

4 Educational Presentations at local high schools (Q1 = 1, Q2 = 1, Q3 = 1, Q4 = 1): Aim to contact at least 100 students each quarter to increase awareness of driving under the influence. The presentations will educate students on the implications of driving impaired.



## **7. Project Performance Evaluation**

Provide the method of evaluation to show Project effectiveness and positive impact(s) on the community. These strategies shall include captured quantitative/qualitative data and a communication plan to share Project results with both internal and external stakeholders. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

Quantitative measures will include tracking the number of officers trained in Advanced Roadside Impaired Driving Enforcement (ARIDE) and Drug Recognition Expert (DRE) programs, the number of DUID-related citations and arrests made before and after the implementation of the project, and the results of the pilot DUID checkpoint conducted in collaboration with the Hercules Police Department. Additionally, officers will document the use of new roadside screening tools, such as the SoToxa Mobile Test System, to determine their effectiveness in identifying impaired drivers. Qualitative data will be gathered through officer feedback on the training programs, community responses to public outreach efforts, and post-checkpoint debriefings to assess operational success and areas for improvement.

## **8. Program Sustainability**

Describe the plan for reducing reliance on future grant funding. Include a summary and timeframe to continue efforts when grant funds are either not available or significantly reduced. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The City of Pinole is committed to sustaining its efforts to reduce drug-impaired driving beyond the grant period by strategically integrating the training, equipment, and enforcement strategies acquired through this project into its long-term public safety operations. The officers trained in Advanced Roadside Impaired Driving Enforcement (ARIDE) and as Drug Recognition Experts (DRE) will serve as in-house specialists, continuously applying their expertise to future impaired driving enforcement efforts and providing training to other officers within the department. This knowledge-sharing approach will help build internal capacity, reducing the need for external training funding in the future. Additionally, the DUI checkpoint signage, Alco-Sensor FST, and SoToxa Mobile Test System will become permanent resources for the department, allowing ongoing DUID enforcement without the need for additional grant funding to replace or repurchase essential equipment.

To further sustain these efforts, the City will seek to integrate drug-impaired driving enforcement into its annual policing strategy and budget planning. By allocating a portion of local law enforcement funds and exploring potential partnerships with regional agencies, including Hercules PD, Pinole can continue hosting joint DUID checkpoints and enforcement operations beyond the grant period. Public education and outreach efforts will also be maintained through collaboration with local schools, community organizations, and public safety campaigns, leveraging existing city communication channels and partnerships to minimize costs.

## **9. Administrative Support**

Describe the administrative support, including the Organization/Agency's grant experience, personnel, and physical resources needed to successfully implement the Project. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The City of Pinole, through the Pinole Police Department, has a strong track record of successfully administering grant-funded initiatives and possesses the necessary administrative support, personnel, and physical resources to implement this project effectively. The department has extensive experience managing state and federal grants, ensuring compliance with reporting requirements, financial oversight, and program execution. Recently, the department successfully administered officer wellness grants issued by the State of California, which provided funding for mental health resources, physical fitness programs, and resilience training for law enforcement personnel. This experience demonstrates the department's ability to allocate grant funds efficiently, track program outcomes, and submit required documentation in a timely manner.

To support the implementation of the proposed project, Pinole PD will leverage its existing personnel, including trained grant administrators, law enforcement officers, and support staff responsible for financial tracking and program management. The department has the infrastructure necessary to execute large-scale enforcement operations, including fleet vehicles equipped for roadside testing, designated DUI checkpoint equipment, and secure storage for newly acquired screening tools such as the SoToxa Mobile Test System and Alco-Sensor FST. Additionally, Pinole PD will coordinate closely with the Hercules Police Department to maximize resources and personnel for the pilot DUID checkpoint. With a well-established history of grant management, trained personnel, and essential physical resources, the Pinole Police Department is fully prepared to implement this project and achieve its goal of reducing drug-impaired driving incidents in the community.



## 10. Other Grant Programs

### Impaired Driving Enforcement Funding

Has your Organization/Agency previously received grant funding for impaired driving enforcement?

- ☐ Yes  
☒ No

If yes, detail the outcome. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

### Other Grant Programs

Has or will your Organization/Agency submit a proposal to another grant program for this Project (ex: funds for the same components as this Project, or for similar/related components that will be completed during the same time period as this Project)?

- ☐ Yes  
☒ No

If yes, detail the granting Organization/Agency. In addition, clearly distinguish which tasks would be funded by the CTFGP and which tasks would be funded by another Organization/Agency. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

Are any personnel dedicated to this Project funded by other sources/grants?

- ☐ Yes  
☒ No

If yes, detail which source/grant. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.





## 11. Terms and Conditions

### By submitting your Grant Application, you agree to the following Terms and Conditions:

I certify, under penalty of perjury, that the information I entered in this Grant Application is true and complete to the best of my knowledge. I further understand that any false, incomplete, or incorrect statements may result in my disqualification from the grant process or dismissal from receiving grants funded by the California Highway Patrol (CHP), Cannabis Tax Fund Grant Program. I authorize the California Highway Patrol, Cannabis Grants Unit (CGU), to investigate referenced documents or other documents submitted to the program to check the accuracy of the information provided.

I agree with the Request for Application, the above Terms and Conditions, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00 through 1890.27.

☒ I Agree

When using the GMS (AmpliFund), I authorize the state to take my requested action by an electronic means and authorize the state to accept the combination of my User ID and password in lieu of my written signature.

☒ I Agree

My password is unique to me and is to remain confidential. I will not allow other individuals to use my User ID and password to access the GMS (AmpliFund).

☒ I Agree

It is my responsibility to maintain the confidentiality of GMS (AmpliFund) information.

☒ I Agree

Once I submit the Grant Application, I am unable to add, edit, or delete any Grant Application information.

☒ I Agree

Confidentiality Notice: All documents submitted as a part of the Cannabis Tax Fund Grant Program Grant Application are public documents and may be subject to a request pursuant to the California Public Records Act. The CHP, CGU, cannot ensure the confidentiality of any information submitted in or with this Grant Application (Gov. Code, § 6250 et seq.).

☒ I Agree

Generated Income Disclaimer: There will be no program income generated from this grant. Nothing in this Grant Application shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations, in pursuance of the goals and objectives. Although special emphasis will be placed upon violations specific to this Grant Application, appropriate enforcement action will be taken for all observed violations.

☒ I Agree

### Financial Information System for California Government Agency Taxpayer ID (FI\$Cal Form)

A FI\$Cal Form is required for reimbursement. If the Grant Applicant does not have a completed FI\$Cal Form at final Grant Application submission time, the Grant Applicant may submit the completed FI\$Cal Form via email to CGU prior to execution of the Grant Agreement. NOTE: The "Remit-To Address" on the FI\$Cal Form MUST match the "Official Address to Receive Reimbursement Payment" you entered in Form #1. Organization/Agency Representative. This address shall be the official address on file with FI\$Cal and the State Controller's Office (SCO) to receive warrants (Reimbursement Request Payments). Forms are located on the Cannabis Tax Fund Grant Program's website at <https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program>.

☒ I Agree

FI\$Cal Form

CTFGP\_Fi\$cal\_TaxPayor\_ID\_Form.pdf

### City Council or County Resolution

A county, city, district, or other public body shall provide a copy of a resolution, order, motion, or ordinance of local governing body, which by law has the authority to enter into an agreement authorizing execution of a Grant Agreement. If the Grant Applicant does not have a signed resolution at final Grant Application submission time, the Grant Applicant may submit a signed resolution via email to CGU prior to execution of the Grant Agreement. NOTE: The resolution MUST explicitly state the Organization/Agency has delegated authority to enter into a Grant Agreement for the requested amount.



☒ I Agree



## Budget

### Proposed Budget Summary

#### Expense Budget

|                                                       | Grant Funded       | Total Budgeted     |
|-------------------------------------------------------|--------------------|--------------------|
| <b>Personnel</b>                                      |                    |                    |
| DUID Checkpoint Overtime Costs                        | \$5,459.16         | \$5,459.16         |
| <b>Subtotal</b>                                       | <b>\$5,459.16</b>  | <b>\$5,459.16</b>  |
| <b>Travel</b>                                         |                    |                    |
| Officer Training Travel Costs                         | \$600.00           | \$600.00           |
| <b>Subtotal</b>                                       | <b>\$600.00</b>    | <b>\$600.00</b>    |
| <b>Equipment</b>                                      |                    |                    |
| Light Towers                                          | \$17,400.00        | \$17,400.00        |
| Motorcycle                                            | \$40,000.00        | \$40,000.00        |
| <b>Subtotal</b>                                       | <b>\$57,400.00</b> | <b>\$57,400.00</b> |
| <b>Other Direct Costs</b>                             |                    |                    |
| Alco-Sensor FST                                       | \$459.00           | \$459.00           |
| ARIDE Training                                        | \$2,034.00         | \$2,034.00         |
| DRE Training                                          | \$6,487.00         | \$6,487.00         |
| DUI Planning and Management Training                  | \$508.00           | \$508.00           |
| DUID Checkpoint Signs                                 | \$400.00           | \$400.00           |
| Public Education and Outreach                         | \$20,000.00        | \$20,000.00        |
| Reflective Heavy Duty Cones                           | \$550.00           | \$550.00           |
| SoToxa Mobile Test System for Roadside Drug Screening | \$5,585.00         | \$5,585.00         |
| <b>Subtotal</b>                                       | <b>\$36,023.00</b> | <b>\$36,023.00</b> |
| <b>Total Proposed Cost</b>                            | <b>\$99,482.16</b> | <b>\$99,482.16</b> |

#### Revenue Budget

|                               | Grant Funded       | Total Budgeted     |
|-------------------------------|--------------------|--------------------|
| <b>Grant Funding</b>          |                    |                    |
| Award Requested               | \$99,482.16        | \$99,482.16        |
| <b>Subtotal</b>               | <b>\$99,482.16</b> | <b>\$99,482.16</b> |
| <b>Total Proposed Revenue</b> | <b>\$99,482.16</b> | <b>\$99,482.16</b> |



## Proposed Budget Detail

See attached spreadsheet.

## Proposed Budget Narrative

### Personnel

Costs may include compensation for wages, such as overtime, and benefits (annual leave and sick leave) for work directly related to, and consistent with, the Project. Personnel hours will be awarded based on the number of CTFGP grant-funded Project activities approved by CGU. To be eligible for reimbursement, personnel services must occur within the Project Performance Period. Please note, full salary positions are not allowed. Itemize separate Budget line items by Project activity (ex: one Budget line item for DUI Saturation Patrol; one Budget line item for DUI Checkpoint). Combine wages and benefits in the same Budget line item for each Project activity. For EACH Budget line item, the narrative shall include the below: \* Number of times Project activity will occur \* Classification(s) working Project activity \* Rate of pay for each classification working Project activity (notate regular or overtime pay) \* Number of hours for each classification working Project activity EXAMPLE 16 DUI Saturation Patrols = \$9,600 2 Officers per patrol / Officer = OT \$60 per hour 5 hours per patrol / 80 hours per Officer / 160 hours Note: If engaging in CTFGP grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the applicant does not have primary traffic jurisdiction, the applicant should consult with the agency having primary traffic jurisdiction.

### DUID Checkpoint Overtime Costs

The total staff cost for conducting a Driving Under the Influence of Drugs (DUID) checkpoint is \$5,459.16, accounting for the necessary law enforcement personnel and their overtime wages. This includes six police officers, each working an eight-hour shift at an overtime rate of \$95.40 per hour, resulting in a per-officer cost of \$763.20. The total cost for all six officers amounts to \$4,579.20. Additionally, one police sergeant is assigned to oversee the operation, working an eight-hour shift at an overtime rate of \$110.00 per hour, bringing the sergeant's total cost to \$879.96. These staffing costs reflect the need for a sufficient number of trained officers to effectively operate the checkpoint, conduct field sobriety tests, and utilize roadside screening tools, while the supervising sergeant ensures proper execution and compliance with protocols. The presence of two additional officers from neighboring jurisdictions enhances enforcement capabilities, allowing for more efficient screening of drivers and improved public safety outcomes. The total budgeted amount of \$5,459.16 ensures that the DUID checkpoint is properly staffed, effectively managed, and capable of identifying and addressing drug-impaired drivers in the community.

### Travel

Costs may include travel associated with approved in-state and out-of-state Project-related conferences, seminars, workshops, and trainings. The most economical mode of travel, in terms of direct expenses to the Project, must be used. Out-of-state travel is only allowed in exceptional situations. Trainings must be pre-approved by CGU prior to travel. To be eligible for reimbursement, travel must occur within the Project Performance Period. Travel expenses for all Grant Applicants shall follow the policy established by the State of California for its employees regarding travel reimbursement and shall not exceed the rates paid to exempted, excluded, and represented State of California employees. For maximum allowed per diem rates, including meals and lodging, please visit the California Department of Human Resources (CalHR) website: <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Itemize separate Budget line items for each trip. For EACH trip (if applicable), the narrative shall include the below: \* Trip name/location \* Classification of individual(s) traveling \* Project-related transportation costs (ex: mileage) \* Per diem (meals) \* Lodging EXAMPLE SFST Training = \$616 Sacramento, CA 2 Officers Mileage = \$30 each way / 2 ways = \$60 Per diem = \$59 per day / 5 days = \$236 Lodging = \$145 per night + taxes / 1 night = \$320

### Officer Training Travel Costs

Officer mileage to DRE, ARIDE, and DUI Planning Courses. Estimated costs would be \$150 in mileage costs for each of the 4 trainings.

### Equipment

Costs may include non-expendable, tangible, personal property having a normal useful life of more than one year,



and an acquisition cost of at least \$5,000 (ex: four identical assets, which cost \$1,250 each, for a total of \$5,000, are not considered an equipment purchase). Equipment shall be directly related and necessary to complete CTFGP grant-funded activities included in the Project. Equipment should be purchased at the beginning of the Project Performance Period to ensure it is utilized when completing corresponding Project activities. If requesting equipment, the Project shall contain a correlating CTFGP grant-funded Project activity (ex: Message Board for DUI Checkpoints). To be eligible for reimbursement, equipment must be purchased and received within the Project Performance Period. Itemize separate Budget line items for each Equipment item. For EACH Budget line item, the narrative shall include the below: \* Description of equipment item \* Quantity \* Unit cost and total cost EXAMPLE DUI/DUID Trailer=\$10,000 Note: If requesting a vehicle, the requestor shall only request to outfit the vehicle with the standard equipment similar to the rest of the vehicle fleet.

### **Motorcycle**

Costs for saturation patrol and DUID checkpoint motorcycle and appropriate outfitting, including Cannabis Tax Fund Grant Program recognition/decals.

### **Light Towers**

Light towers and battery backup for DUID checkpoint = \$17,400

### **Other Direct Costs**

Costs may include operational costs. Other Direct Costs shall be directly related and necessary to complete CTFGP grant-funded activities included in the Project. Other Direct Costs should be purchased at the beginning of the Project Performance Period to ensure they are utilized when completing corresponding Project activities. To be eligible for reimbursement, Other Direct Costs must be purchased and received within the Project Performance Period. Itemize separate Budget line items for each Other Direct Costs item. For EACH Budget line item, the narrative shall include: \* Name/description of Other Direct Costs \* Quantity \* Unit cost and total cost EXAMPLE Message Board = \$20,000 \$4,000 each / 4 = \$20,000 Wrap/Decals for DUID/DUID Trailer = \$275 Decals = \$200 / Installation = \$75 Cones = \$170 \$70 each / 10 = \$170

### **Reflective Heavy Duty Cones**

Reflective Heavy Duty Cones \$22 Each x 25

### **DUID Checkpoint Signs**

Orange High Visibility DUID Checkpoint Signs \$200 Each x 2

### **Alco-Sensor FST**

Alco-Sensor FST with 1 Year Warranty Includes 25 Mouthpieces, 2 Passive Cups, Drink Sniffer, Carrying Case, AA Alkaline Batteries, and Web-Based Training. (part #40-2010-06) \$459.00

### **SoToxa Mobile Test System for Roadside Drug Screening**

SoToxa Mobile Test System for Roadside Drug Screening Includes carrying case, printer, paper roll, 1-year warranty, 1st year annual maintenance (part #70-1000-00) \$4,900.00 SoToxa Oral Fluid Test Cartridges (box of 25) (part #73-0000-00) \$685.00

### **ARIDE Training**

ARIDE Training \$1,017 per officer x2 Officers = \$2,034

### **DRE Training**

DRE- 72 HOURS CLASSROOM AND 30 FIELD CERTIFICATION-102 HOUR COURSE X1 OFFICER = \$6,487.00

### **DUI Planning and Management Training**



DUI PLANNING AND MANAGEMENT (REQUIRED FOR DUI/DUID CHECKPOINTS)-8HR COURSE = \$508

#### **Public Education and Outreach**

Cost for nonsworn staff time to create educational materials and conduct at least 4 educational presentations to students on cannabis awareness and broader safety measures, as well as social media and physical media ads to raise awareness.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. GRANT TITLE</b><br>FY25/26 CTFGP Law Enforcement - Pinole Police Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                      |
| <b>2. NAME OF ORGANIZATION/AGENCY</b><br>Pinole PD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                      |
| <b>3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT</b><br>City of Pinole                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                      |
| <b>4. PROJECT PERFORMANCE PERIOD</b><br>From: 07/01/2025 To: 06/30/2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>5. PURCHASE ORDER NUMBER</b>                                                                                                                                                                                                                                      |
| <b>6. GRANT OPPORTUNITY INFORMATION DESCRIPTION</b><br>Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.<br>The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                      |
| <b>7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED \$99,482.16</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                      |
| <b>8. TERMS AND CONDITIONS</b><br>The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.<br><br>The parties hereto agree to comply with the Terms and Conditions of the following attachments: <ul style="list-style-type: none"><li>• Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure</li><li>• Schedule B – Detailed Budget Estimate</li><li>• Schedule B-1 – Budget Narrative</li></ul><br>We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.<br><br>IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto. |                                                                                                                                                                                                                                                                      |
| <b>9. APPROVAL SIGNATURES</b><br><b>A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY</b><br>Name: Melissa Klawuhn<br>Title: Chief of Police<br>Phone: (510) 724-8957<br><br>Address: 880 Tennent Avenue<br>Pinole, CA 94564<br><br>E-Mail: mklawuhn@pinole.gov<br><br>_____<br>(Signature) _____<br>(Date)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>B. AUTHORIZED OFFICIAL OF CHP</b><br>Name: Andrew Beasley Phone: (916) 843-4360<br>Title: Captain Fax: (916) 322-3169<br><br>Address: 601 North 7th Street<br>Sacramento, CA 95811<br><br>E-Mail: ABeasley@chp.ca.gov<br><br>_____<br>(Signature) _____<br>(Date) |
| <b>C. ACCOUNTING OFFICER OF CHP</b><br>Name: M. V. Fojas Phone: (916) 843-3531<br>Title: Commander Fax: (916) 322-3159<br><br>Address: 601 North 7th Street<br>Sacramento, CA 95811<br><br>E-Mail: Michelle.Fojas@chp.ca.gov<br><br>_____<br>(Signature) _____<br>(Date)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS</b><br><br>Name: Markisha Guillory<br>Title: Finance Director<br>Phone: (510) 724-8950<br><br>Address: 2131 Pear Street<br>Pinole, CA 94564                                                    |

## TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

### A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.
2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.
3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.
4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.
5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

### B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.
2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.
3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.
4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.
5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.



## TERMS AND CONDITIONS

### C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.
  - a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.
  - b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.
2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.
3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.
4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

### D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

### E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

## TERMS AND CONDITIONS

### F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

### G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

### H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - i. The dangers of drug abuse in the workplace.
    - ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.
    - iii. Any available counseling, rehabilitation, and employee assistance programs.
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the Project will:
    - i. Receive a copy of the company's drug-free workplace policy statement.
    - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.
2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:
  - a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

### I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

## TERMS AND CONDITIONS

### J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

### K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

### L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

### M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:
  - a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.
  - b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.
  - c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.
  - d. All of the information in its Grant Application and all materials submitted are true and accurate.

### N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

## TERMS AND CONDITIONS

### O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.
2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

### P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

### Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

### R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

### S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.
2. Current State Employees:
  - a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.
  - b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.
3. Former State Employees:
  - a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.
  - b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.
4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

## TERMS AND CONDITIONS

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.
6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.
7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.
8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

### T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.
2. Law Enforcement Projects:
  - a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.
  - b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

## **Schedule A**

### **Pinole PD**

**All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase.**

#### **Project Description**

The City of Pinole is seeking funding through the California Cannabis Tax Fund Grant Program (CTFGP) to enhance its efforts in reducing impaired driving incidents through enforcement and education. The proposed project includes specialized training for officers, equipping them with the skills and tools necessary to identify and address drug-impaired driving. This includes Advanced Roadside Impaired Driving Enforcement (ARIDE) training for two officers, Drug Recognition Expert (DRE) training for one officer, and DUI Planning and Management training for checkpoint operations.

Additionally, the grant request includes funding for essential equipment such as DUI checkpoint signage, an Alco-Sensor FST, and a SoToxa Mobile Test System for roadside drug screening. To further strengthen enforcement efforts, the City seeks support for staff overtime to conduct a dedicated Driving Under the Influence of Drugs (DUID) checkpoint. In partnership with the Hercules Police Department, Pinole PD will pilot the first-ever DUID-specific checkpoint in the region. While the two departments have previously collaborated on DUI checkpoints, this will be the first focused solely on detecting and addressing drug-impaired driving. Proper officer training will be key to the success of this effort, ensuring law enforcement personnel are prepared to recognize impairment, conduct field sobriety tests, and utilize advanced roadside screening tools effectively.

To enhance mobility and increase enforcement coverage, the grant request also includes funding for the purchase of a police motorcycle. The motorcycle will be used for DUID checkpoints and saturation patrols, allowing officers to efficiently navigate traffic and respond quickly to impaired driving incidents. This additional resource will improve the department's ability to conduct high-visibility enforcement operations, deter drug-impaired driving, and enhance roadway safety.

Public education and outreach on cannabis-impaired driving will also be a key component of the project, ensuring community awareness about the dangers and legal consequences of driving under the influence. Through this comprehensive approach, the City aims to reduce impaired driving crashes, enhance public safety, and promote responsible cannabis use within the community.

#### **Problem Statement & Proposed Solution**

The City of Pinole is confronting a significant challenge with impaired driving, exacerbated by the increasing accessibility of cannabis. While specific local statistics on drug-impaired driving remain limited, the City has seen an increase in DUI-related incidents, highlighting the need for enhanced enforcement and prevention efforts. Additionally, the proliferation of cannabis dispensaries in neighboring areas, such as Richmond, has made cannabis products more accessible to Pinole residents and those driving through the city, potentially contributing to a higher incidence of drug-impaired driving. Compounding the issue, law enforcement officers require specialized training to effectively identify and manage drivers under the influence of drugs, as traditional DUI protocols primarily focus on alcohol impairment.

## Schedule A

To address this pressing need, the City of Pinole proposes a comprehensive solution centered on enhanced enforcement and education. The initiative includes specialized training for officers, such as Advanced Roadside Impaired Driving Enforcement (ARIDE) for two officers and Drug Recognition Expert (DRE) training for one officer, equipping them with the skills to detect and handle drug-impaired drivers. Recognizing the value of collaboration, the Pinole Police Department plans to partner with the Hercules Police Department to conduct a pilot Driving Under the Influence of Drugs (DUID) checkpoint. While both departments have a history of joint DUI checkpoints, this will be their inaugural DUID-specific operation, marking a proactive step in addressing drug-impaired driving. The success of this initiative hinges on comprehensive officer training, ensuring law enforcement personnel are adept at recognizing impairment, administering field sobriety tests, and utilizing advanced roadside screening tools. Furthermore, the project emphasizes public education and outreach to raise awareness about the dangers and legal consequences of cannabis-impaired driving. Through this multifaceted approach, the City aims to reduce impaired driving incidents, enhance public safety, and promote responsible cannabis use within the community.

### **Performance Measures/Scope of Work**

#### **1. Host 1 DUID Checkpoint (Q3 or Q4):**

The Pinole Police Department will host one Driving Under the Influence of Drugs (DUID)-specific checkpoint in the third or fourth quarter of the grant period. The goal is to reduce the number of DUI/DUID incidents within the city by **20%** over the course of the year, based on prior-year comparison data. This checkpoint will be held in partnership with Hercules PD and will be the first checkpoint focused exclusively on drug-impaired driving. This effort will increase deterrence, identify impaired drivers more effectively, and promote safer roadways.

#### **2. Conduct 4 Educational Presentations at Local Schools (Q1–Q4):**

The department will deliver one educational presentation each quarter at local high schools, middle schools, or youth programs. Each session is expected to reach at least **75 students**, totaling a minimum of **300 students** over the grant year. The objective is to educate youth about the dangers of cannabis-impaired driving and the importance of pedestrian safety. These presentations will support the project by fostering awareness early in a driver's development, contributing to long-term reductions in impaired driving behavior.

#### **3. Train 2 Officers in ARIDE (Q1–Q2):**

Two officers will attend and complete **Advanced Roadside Impaired Driving Enforcement (ARIDE)** training by the end of the second quarter. ARIDE enhances an officer's ability to recognize the signs of drug impairment in drivers who are not under the influence of alcohol. This training will directly support the DUID enforcement component of the project by equipping officers with skills to conduct more effective field evaluations during checkpoints and saturation patrols.

#### **4. Train 1 Officer in DRE Certification (Q2–Q4):**

One officer will complete the **Drug Recognition Expert (DRE)** program, which consists of a 72-hour classroom session and 30-hour field certification, totaling 102 hours. This will be completed by the end of the fourth quarter. A certified DRE will provide advanced on-scene assessments and will serve as a departmental resource for all drug-impaired driving cases, significantly increasing the department's investigative and prosecutorial capabilities.

#### **5. Train 1 Officer in DUI Planning and Management (Q1–Q2):**

One officer will complete an **8-hour DUI Checkpoint Planning and Management course** by the end of the second quarter. This training is required for compliance with legal standards in organizing DUI/DUID checkpoints. It will ensure checkpoints are planned and conducted according to state best practices, further supporting the effectiveness and legality of the project's primary enforcement activity.

### **Project Performance Evaluation**

Quantitative measures will include tracking the number of officers trained in Advanced Roadside Impaired Driving Enforcement (ARIDE) and Drug Recognition Expert (DRE) programs, the number of DUID-related citations and arrests made before and after the implementation of the project, and the results of the pilot DUID checkpoint conducted in collaboration with the Hercules Police Department. Additionally, officers will document the use of new roadside screening tools, such as the SoToxa Mobile Test System, to determine their effectiveness in identifying impaired drivers. Qualitative data will be gathered through officer feedback on the training programs, community responses to public outreach efforts, and post-checkpoint debriefings to assess operational success and areas for improvement.

## **Schedule A**

### **Program Sustainability**

The City of Pinole is committed to sustaining its efforts to reduce drug-impaired driving beyond the grant period by strategically integrating the training, equipment, and enforcement strategies acquired through this project into its long-term public safety operations. The officers trained in Advanced Roadside Impaired Driving Enforcement (ARIDE) and as Drug Recognition Experts (DRE) will serve as in-house specialists, continuously applying their expertise to future impaired driving enforcement efforts and providing training to other officers within the department. This knowledge-sharing approach will help build internal capacity, reducing the need for external training funding in the future. Additionally, the DUI checkpoint signage, Alco-Sensor FST, and SoToxa Mobile Test System will become permanent resources for the department, allowing ongoing DUID enforcement without the need for additional grant funding to replace or repurchase essential equipment.

To further sustain these efforts, the City will seek to integrate drug-impaired driving enforcement into its annual policing strategy and budget planning. By allocating a portion of local law enforcement funds and exploring potential partnerships with regional agencies, including Hercules PD, Pinole can continue hosting joint DUID checkpoints and enforcement operations beyond the grant period. Public education and outreach efforts will also be maintained through collaboration with local schools, community organizations, and public safety campaigns, leveraging existing city communication channels and partnerships to minimize costs.

### **Administrative Support**

The City of Pinole, through the Pinole Police Department, has a strong track record of successfully administering grant-funded initiatives and possesses the necessary administrative support, personnel, and physical resources to implement this project effectively. The department has extensive experience managing state and federal grants, ensuring compliance with reporting requirements, financial oversight, and program execution. Recently, the department successfully administered officer wellness grants issued by the State of California, which provided funding for mental health resources, physical fitness programs, and resilience training for law enforcement personnel. This experience demonstrates the department's ability to allocate grant funds efficiently, track program outcomes, and submit required documentation in a timely manner.

To support the implementation of the proposed project, Pinole PD will leverage its existing personnel, including trained grant administrators, law enforcement officers, and support staff responsible for financial tracking and program management. The department has the infrastructure necessary to execute large-scale enforcement operations, including fleet vehicles equipped for roadside testing, designated DUI checkpoint equipment, and secure storage for newly acquired screening tools such as the SoToxa Mobile Test System and Alco-Sensor FST. Additionally, Pinole PD will coordinate closely with the Hercules Police Department to maximize resources and personnel for the pilot DUID checkpoint. With a well-established history of grant management, trained personnel, and essential physical resources, the Pinole Police Department is fully prepared to implement this project and achieve its goal of reducing drug-impaired driving incidents in the community.



## Schedule B

### Detailed Budget Estimate

| Award Number | Organization/Agency | Total Amount |
|--------------|---------------------|--------------|
| 23421        | Pinole PD           | \$99,482.16  |

| Cost Category      | Line Item Name                                        | Total Cost to Grant |
|--------------------|-------------------------------------------------------|---------------------|
| Other Direct Costs | Education/Outreach Materials & Supplies               | \$15,892.00         |
|                    | SoToxa Mobile Test System for Roadside Drug Screening | \$5,585.00          |
|                    | Alco-Sensor FST                                       | \$459.00            |
|                    | DUID Checkpoint Signs                                 | \$400.00            |
|                    | Reflective Heavy Duty Cones                           | \$550.00            |
|                    | DUI/DUID Vehicle – Outfitting                         | \$13,276.87         |
|                    | <b>Category Sub-Total</b>                             | <b>\$36,162.87</b>  |
| Personnel          | Education/Outreach                                    | \$4,108.00          |
|                    | ARIDE Training - Attend                               | \$2,034.00          |
|                    | DRE Training - Attend                                 | \$6,487.00          |
|                    | DUI Planning and Management Training - Attend         | \$508.00            |
|                    | DUID Checkpoint                                       | \$5,459.16          |
|                    | <b>Category Sub-Total</b>                             | <b>\$18,596.16</b>  |
| Travel             | ARIDE Training – Attend Travel                        | \$300.00            |
|                    | DUI Planning and Management Training - Attend Travel  | \$150.00            |
|                    | DRE Training – Attend Travel                          | \$150.00            |
|                    | <b>Category Sub-Total</b>                             | <b>\$600.00</b>     |
| Equipment          | DUI/DUID Vehicle (Motorcycle)                         | \$26,723.13         |
|                    | Light Towers                                          | \$17,400.00         |
|                    | <b>Category Sub-Total</b>                             | <b>\$44,123.13</b>  |
| <b>Grant Total</b> |                                                       | <b>\$99,482.16</b>  |

## **Schedule B-1 Budget Narrative**

### **Pinole PD**

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

#### **Other Direct Costs**

##### **DUI/DUID Vehicle – Outfitting**

\$13,276.87

PVP Wireless Motor Kit (for 2025+ Harley, Motorola APX compatible): Qty: 1 × \$895.00 = \$895.00  
Whelen Motor Tour Pack (Red/Blue lights with flashing brake light): Qty: 1 × \$3,500.00 = \$3,500.00  
Whelen Par 36 Forward-Facing Lights (Red/Blue & Takedown): Qty: 2 × \$289.00 = \$578.00  
Whelen 45/90 Degree LED Light Package (4 units total – LINV2B & LINZ6R): Qty: 3 × \$179.00 = \$537.00  
Whelen Windshield Lighting Array (Center Red): Qty: 1 × \$699.00 = \$699.00  
Whelen Siren Amp and Speaker (includes CODE 3 AMP): Qty: 1 × \$1,699.00 = \$1,699.00  
Silver Bullets LC Lights (OSB00SCR): Qty: 1 × \$259.00 = \$259.00  
Saddle Bag Gun Lock Rack (with timer and push-button switch): Qty: 1 × \$1,250.00 = \$1,250.00  
Custom Labor – Full outfitting of Harley Davidson Electra Glide with public safety equipment (all work at MMC): Qty: 1 × \$2,800.00 = \$2,800.00  
Miscellaneous Hardware: Qty: 1 × \$50.00 = \$50.00  
Shipping: Qty: 1 × \$75.00 = \$75.00  
Total Cost Summary: Subtotal: \$12,342.00  
Sales Tax (9.875%): \$934.87  
Grand Total: \$13,276.87

##### **Reflective Heavy Duty Cones**

\$550.00

Reflective Heavy Duty Cones \$22 Each x 25

##### **DUID Checkpoint Signs**

\$400.00

Orange High Visibility DUID Checkpoint Signs \$200 Each x 2

##### **Alco-Sensor FST**

\$459.00

Alco-Sensor FST with 1 Year Warranty Includes 25 Mouthpieces, 2 Passive Cups, Drink Sniffer, Carrying Case, AA Alkaline Batteries, and Web-Based Training. (part #40-2010-06) \$459.00

##### **SoToxa Mobile Test System for Roadside Drug Screening**

\$5,585.00

- SoToxa Mobile Test System for Roadside Drug Screening Includes carrying case, printer, paper roll, 1-year warranty, 1st year annual maintenance (part #70-1000-00) \$4,900.00
- SoToxa Oral Fluid Test Cartridges (box of 25) (part #73-0000-00) \$685.00

## **Schedule B-1 Budget Narrative**

### **Pinole PD**

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

#### **Education/Outreach Materials & Supplies**

\$15,892.00

- Printed Brochures (Cannabis & Driving Risks): 5,000 copies × \$0.40 each = \$2,000.00
- Educational Posters for Schools/Community Centers: 50 posters × \$20.00 each = \$1,000.00
- Promotional Items (keychains, wristbands with safety messages): 1,500 items × \$2.00 each = \$3,000.00
- Custom Banner/Signage for Events: 2 high-quality reusable banners = \$600.00
- Portable Display Table & Rolling Banner Stand: 1 set = \$1,000.00
- Video Production/Editing (for outreach and presentations): Vendor estimate = \$5,500.00
- Reusable Event Supplies (canopy, folding table, tablecloths, branded materials): One-time purchase = \$2,792.00

#### **Personnel**

##### **Education/Outreach**

\$4,108.00

Activity: 4 educational presentations (1 per quarter)

Duration per event: 5 hours

Staffing per event: 1 Police Officer + 1 Sergeant

Rates:

- Police Officer OT: \$95.40/hr
- Sergeant OT: \$110.00/hr

Calculation:

- Police Officer: 4 events × 5 hrs × \$95.40 = \$1,908.00
- Sergeant: 4 events × 5 hrs × \$110.00 = \$2,200.00
- OT include benefits

##### **ARIDE Training - Attend**

\$2,034.00

ARIDE Training \$1,017 per officer x2 Officers = \$2,034

Training will occur once.

Police Officer OT: \$95.40/hr x 10hours x 2 positions for OT

No Registration Costs - just staff time

OT include benefits

##### **DRE Training - Attend**

\$6,487.00

DRE- 72 HOURS CLASSROOM AND 30 FIELD CERTIFICATION-102 HOUR COURSE X1 OFFICER = \$6,487.00

No Registration Costs - just staff time

OT include benefits

## **Schedule B-1 Budget Narrative**

### **Pinole PD**

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

#### **DUI Planning and Management Training - Attend**

\$508.00

DUI PLANNING AND MANAGEMENT (REQUIRED FOR DUI/DUID CHECKPOINTS)-8HR COURSE = \$508

Training will occur once.

Police Officer OT: \$95.40/hr x 8hours = \$763.20 (This was requested at \$508 but if further amendments to the application request amount are allowed we would like to increase this line item from \$508 to \$763.20)

No Registration Costs - just staff time

OT include benefits

#### **DUID Checkpoint**

\$5,459.16

The total staff cost for conducting a Driving Under the Influence of Drugs (DUID) checkpoint is \$5,459.16, accounting for the necessary law enforcement personnel and their overtime wages. This includes six police officers, each working an eight-hour shift at an overtime rate of \$95.40 per hour, resulting in a per-officer cost of \$763.20. The total cost for all six officers amounts to \$4,579.20. Additionally, one police sergeant is assigned to oversee the operation, working an eight-hour shift at an overtime rate of \$110.00 per hour, bringing the sergeant's total cost to \$879.96.

These staffing costs reflect the need for a sufficient number of trained officers to effectively operate the checkpoint, conduct field sobriety tests, and utilize roadside screening tools, while the supervising sergeant ensures proper execution and compliance with protocols. The presence of two additional officers from neighboring jurisdictions enhances enforcement capabilities, allowing for more efficient screening of drivers and improved public safety outcomes. The total budgeted amount of \$5,459.16 ensures that the DUID checkpoint is properly staffed, effectively managed, and capable of identifying and addressing drug-impaired drivers in the community.

No Registration Costs - just staff time

OT include benefits

#### **Travel**

##### **DRE Training – Attend Travel**

\$150.00

Officer mileage to DRE training. Estimated costs would be \$150 in mileage costs.

##### **ARIDE Training – Attend Travel**

\$300.00

Officer mileage to ARIDE training. Estimated costs would be \$150 in mileage costs per officer.

##### **DUI Planning and Management Training - Attend Travel**

\$150.00

Officer mileage to DUI Planning and Management training. Estimated costs would be \$150 in mileage costs per officer.

## **Schedule B-1 Budget Narrative**

### **Pinole PD**

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

#### **Equipment**

##### **DUI/DUID Vehicle (Motorcycle)**

\$26,723.13

Costs for saturation patrol and DUID checkpoint motorcycle and appropriate outfitting, including Cannabis Tax Fund Grant Program recognition/decals.

##### **Light Towers**

\$17,400.00

Light towers and battery backup for DUID checkpoint = \$17,400



## CITY COUNCIL REPORT

9.G.

**DATE:** JULY 15, 2025

**TO:** MAYOR AND COUNCIL MEMBERS

**FROM:** Eric Casher, City Attorney, N/A, [eric@redwoodpubliclaw.com](mailto:eric@redwoodpubliclaw.com)  
Heba El-Guindy, Public Works Director, [helguindy@pinole.gov](mailto:helguindy@pinole.gov)  
Melissa Klawuhn, Police Chief, [mklawuhn@pinole.gov](mailto:mklawuhn@pinole.gov)

**SUBJECT:** SECOND READING OF ORDINANCE AMENDING PINOLE MUNICIPAL CODE CHAPTER 10.40.040 "NO PARKING AREAS DESIGNATED" TO INCLUDE RESTRICTIONS RELATED TO PARKING NEAR INTERSECTIONS IN COMPLIANCE WITH AB 413 ("DAYLIGHTING LAW")

### **RECOMMENDATION**

Staff recommends the City Council waive the second reading and adopt an Ordinance amending Pinole Municipal Code Chapter 10.40.040 "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." 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. AB 413 creates a new section of the California Vehicle Code, section 22500 (n), which 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. The bill also authorizes cities to establish a different distance by ordinance upon certain findings.

AB 413's restricted parking applies to the approach side of an intersection crossing citywide without the need for curb paint or signs. Both "marked" and "unmarked" crosswalks exist at all City intersections, thus this new law requires City staff to strike the balance between designating parking prohibitions through markings and/or signs and their subsequent maintenance, educating residents, and working with law enforcement. 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 has marked 24 red curbs, including six priority locations within the last year. 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 which are not designated using red curb or signs.

### **REVIEW AND ANALYSIS**

While the law went into effect on January 1, 2024, enforcement of the law could not begin until January 1, 2025. Although no local Ordinance is required to adopt this state law, staff recommends adoption an Ordinance for public transparency. 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. Implementing the law will include public education and Parking Enforcement Officer training to enforce the new law.

On July 1, 2025, City Council received a presentation from staff summarizing the state law and proposed Ordinance as well as staff's proposed implementation and enforcement for approval. Additionally, a public hearing was held at which the public was able to comment on the proposed amendments to the Municipal Code. After review and consideration, all five council members voted unanimously for approval of the proposed Ordinance.

### **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.

### **ATTACHMENTS**

A. Item 10A CC- 07 01 25 Agenda Packet



## CITY COUNCIL REPORT

10.A.

**DATE:** JULY 1, 2025

**TO:** MAYOR AND COUNCIL MEMBERS

**FROM:** Eric Casher, City Attorney, N/A, [eric@redwoodpubliclaw.com](mailto:eric@redwoodpubliclaw.com)  
Heba El-Guindy, Public Works Director, [helguindy@pinole.gov](mailto:helguindy@pinole.gov)  
Melissa Klawuhn, Police Chief, [mklawuhn@pinole.gov](mailto: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 Avenue at 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.



## CITY COUNCIL REPORT

9.H.

**DATE:** JULY 15, 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:** RECEIVE AND FILE AN UPDATE ON CLIMATE ACTION AND ADAPTATION  
PLAN BUILDING ENERGY ORDINANCES AND REACH CODES

### **RECOMMENDATION**

Receive and file an update on progress to develop Climate Action and Adaptation Plan building energy ordinances and reach codes

### **BACKGROUND**

Of the greenhouse gas (GHG) emissions in Pinole, 46% derive from natural gas usage in buildings. Consequently, Pinole's Climate Action and Adaptation Plan (CAAP) adopted in August 2024, directs the adoption of the following building energy ordinances by the year 2024:

#### **For new construction**

1. Adopt a single margin source energy score or more stringent ordinance in 2024 to avoid new natural gas construction

#### **For existing residential buildings**

1. Adopt a reach code in 2024 requiring all central air conditioning unit installations and replacements be two-way, providing both heating and cooling with a single unit for residential buildings
2. After calendar year 2024, include major renovations (i.e., projects that affect over 50% of the building, add an additional 50% of gross floor space to the building, or value more than 50% of the assessed value of the property at time of application submittal) in the all-electric new building requirements

#### **For existing commercial and mixed-use**

1. Adopt a reach code in 2024 requiring all central air conditioning unit installations and replacements be two-way, providing both heating and cooling with a single unit for commercial and mixed-use buildings



After consultation with California Energy Codes and Standards Program, a no-cost technical assistance provider for jurisdictions pursuing energy reach codes, staff initially determined that the best course of action is to postpone the original 2024 adoption of these CAAP ordinances in order to be more impactful, resourceful, and mindful of stakeholders' time since the codes would only be in effect for a short period of time. A memorandum detailing this decision was provided to Council at the February 18, 2025 Council meeting.

**REVIEW AND ANALYSIS**

Since then Assembly Bill 130<sup>[1]</sup> (which incorporated former AB 306) was adopted and pauses residential building reach codes for six years, with certain exceptions. The first exception is for requirements that are “substantially equivalent to changes or modifications that were previously filed by the governing body of the city or county and were in effect as of September 30, 2025.” The second exception is for a reach code “that is adopted to align with a general plan approved on or before June 10, 2025, and that permits mixed-fuel residential construction consistent with federal law while also incentivizing all-electric construction as part of an adopted greenhouse gas emissions reduction strategy.” While it is possible that the CAAP policy would qualify for the second exception, it may be prudent to pursue the first exception before the opportunity expires.

Accordingly, staff plan to prepare a reach code to meet the September 30 deadline. This would involve the City Council adopting amendments to the existing 2022 California Energy Code, codified under PMC Chapter 15.04, then readopting similar amendments to the 2025 California Energy Code along with adoption of the 2025 California Building Code anticipated in October or November 2025. The 2022 Code amendments may need to specify an effective date no later than September 30 and that may require findings to support an urgent adoption. Staff will work with the City Attorney’s office on the best approach.

The proposed reach codes for existing residential buildings would include the following:

- Projects in single-family homes, duplexes and townhomes involving replacement or alteration of an existing air conditioning system or installation of new air conditioning systems must either include a heat pump space conditioner as the primary heating system or install specific energy efficiency measures
- Major additions and alterations in single family homes, duplexes and townhomes must include certain energy efficiency measures, including cool roofs and electric readiness as part of their project

In order to meet the September 30, 2025 deadline, City Staff will conduct the following activities with the no-cost technical assistance provided by the California Energy Codes and Standards Program:

| July                                                                                                                                                        | August                                                                                                                                                                           | September                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Historical permit data gathering</li><li>• Average project cost research</li><li>• Stakeholder engagement</li></ul> | <ul style="list-style-type: none"><li>• Outreach &amp; engagement analysis</li><li>• Policy development</li><li>• Draft ordinance and staff report for internal review</li></ul> | <ul style="list-style-type: none"><li>• 1<sup>st</sup> Council reading</li><li>• 2<sup>nd</sup> Council</li></ul> |

- |                                                                                                                                                                          |                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Homeowners' engagement</li><li>• Contractors' engagement</li><li>• Project webpage launch</li><li>• Community Workshop</li></ul> | <ul style="list-style-type: none"><li>• Final ordinance and staff report reading for Council agenda</li><li>• Required noticing</li></ul> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|

[1] Section 29 of [AB 130](#), approved by the Governor, 6/30/25

### **FISCAL IMPACT**

There is no fiscal impact for receiving and filing this update.

### **ATTACHMENTS**

A. Reach Codes and AB 306

## MEMORANDUM

**Date:** July 15, 2025

**To:** Pinole City Councilmembers

**From:** Kapil Amin, Sustainability Project Manager  
Lilly Whalen, Community Development Director

**Subject:** Resuming of Partial CAAP Building Energy Ordinances Adoption

Of the greenhouse gas (GHG) emissions in Pinole, 46% derive from natural gas usage in buildings. Consequently, Pinole's Climate Action and Adaptation Plan (CAAP) adopted in August 2024, directs the adoption of the following building energy ordinances by the year 2024:

- For new construction
  - Adopt a single margin source energy score or more stringent ordinance in 2024 to avoid new natural gas construction
- For existing residential buildings
  - Adopt a reach code in 2024 requiring all central air conditioning unit installations and replacements be two-way, providing both heating and cooling with a single unit for residential buildings
  - After calendar year 2024, include major renovations (i.e., projects that affect over 50% of the building, add an additional 50% of gross floor space to the building, or value more than 50% of the assessed value of the property at time of application submittal) in the all-electric new building requirements
- For existing commercial and mixed-use
  - Adopt a reach code in 2024 requiring all central air conditioning unit installations and replacements be two-way, providing both heating and cooling with a single unit for commercial and mixed-use buildings

After consultation with California Energy Codes and Standards Program, a no-cost technical assistance provider for jurisdictions pursuing energy reach codes, staff initially determined that the best course of action is to postpone the original 2024 adoption of these CAAP ordinances in order to be more impactful, resourceful, and mindful of stakeholders' time since the codes would only be in effect for a short period of time. A memorandum detailing this decision was provided to Council at the February 18, 2025 Council meeting.

Since then Assembly Bill 130<sup>1</sup> (which incorporated former AB 306) was adopted and pauses residential building reach codes for six years, with certain exceptions. The first exception is for requirements that are "substantially equivalent to changes or modifications that were previously filed by the governing body of the city or county and were in effect as

---

<sup>1</sup> Section 29 of AB 130, approved by the Governor, 6/30/25



## MEMORANDUM

of September 30, 2025.” The second exception is for a reach code “that is adopted to align with a general plan approved on or before June 10, 2025, and that permits mixed-fuel residential construction consistent with federal law while also incentivizing all-electric construction as part of an adopted greenhouse gas emissions reduction strategy.” While it is possible that the CAAP policy would qualify for the second exception, it may be prudent to pursue the first exception before the opportunity expires.

Accordingly, staff plan to prepare a reach code to meet the September 30 deadline. This would involve the City Council adopting amendments to the existing 2022 California Energy Code, codified under PMC Chapter 15.04, then readopting similar amendments to the 2025 California Energy Code along with adoption of the 2025 California Building Code anticipated in October or November 2025. The 2022 Code amendments may need to specify an effective date no later than September 30 and that may require findings to support an urgent adoption. Staff will work with the City Attorney’s office on the best approach.

The proposed reach codes for existing residential buildings would include the following:

- Projects in single-family homes, duplexes and townhomes involving replacement or alteration of an existing air conditioning system or installation of new air conditioning systems must either include a heat pump space conditioner as the primary heating system or install specific energy efficiency measures
- Major additions and alterations in single family homes, duplexes and townhomes must include certain energy efficiency measures, including cool roofs and electric readiness as part of their project

In order to meet the September 30, 2025 deadline, City Staff will conduct the following activities with the no-cost technical assistance provided by the California Energy Codes and Standards Program:

| <b>July</b>                                                                                                                                                                                                                                                                                  | <b>August</b>                                                                                                                                                                                                                                                              | <b>September</b>                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>▪ Historical permit data gathering</li><li>▪ Average project cost research</li><li>▪ Stakeholder engagement</li><li>▪ Homeowners’ engagement</li><li>▪ Contractors’ engagement</li><li>▪ Project webpage launch</li><li>▪ Community Workshop</li></ul> | <ul style="list-style-type: none"><li>▪ Outreach &amp; engagement analysis</li><li>▪ Policy development</li><li>▪ Draft ordinance and staff report for internal review</li><li>▪ Final ordinance and staff report for Council agenda</li><li>▪ Required noticing</li></ul> | <ul style="list-style-type: none"><li>▪ 1<sup>st</sup> Council reading</li><li>▪ 2<sup>nd</sup> Council reading</li></ul> |



## CITY COUNCIL REPORT

9.I.

**DATE:** JULY 15, 2025  
**TO:** MAYOR AND COUNCIL MEMBERS  
**FROM:** Kelcey Young, City Manager, 5107248933, kelcey.young@pinole.gov  
**SUBJECT:** FISCAL YEAR (FY) 2025/26 FOURTH QUARTER STRATEGIC PLAN  
STATUS REPORT

### **RECOMMENDATION**

Staff recommends Council receive the report on the strategic plan. Staff will come back in the fall to discuss the new/updated strategic plan and receive council direction.

### **BACKGROUND**

In February 2020, the City Council adopted the City of Pinole Strategic Plan 2020 – 2025. The Strategic Plan identified four goals for the City (safe and resilient, financially stable, vibrant and beautiful, and high performance) and 22 individual strategies (special projects) to complete over a five-year timeframe.

In August 2020, the City created the Strategic Plan Implementation Action Plan (IAP), which identified the timeframe on which each Strategic Plan strategy would be implemented. The City Council revisited the IAP in January 2021 and approved an updated version, which specified completion dates for each of the strategies. During the January 2021 discussion of the IAP, staff recommended a quarterly report on the status of the implementation of the Strategic Plan strategies, akin to the quarterly reports that staff provides to the Council on the City budget and City investments. Council agreed to this recommendation. The City Council updated two Strategic Plan strategies and added a new strategy in April 2023, as part of a special strategic planning Council meeting.

### **REVIEW AND ANALYSIS**

You will find a table, as an attachment, listing the four goals and 23 strategies contained within the Strategic Plan, along with the start and completion dates for each agreed upon in the January 2021 IAP. Each strategy has been coded with a green, yellow, or red dot to indicate whether the City is on track to achieve the beginning and completion dates specified in the January 2021 IAP. Green indicates that the City is on track to achieve both the beginning and completion dates; yellow indicates that the City is on track to achieve either the beginning or completion date; and red indicates that the City is not on track to achieve either the beginning or completion date. Note that “Year 1” is FY 2020-21. Those strategies that have been completed are shaded gray. The City has completed fourteen of the strategies and is currently on track to achieve the beginning and completion dates of many of the remaining strategies. There are four remaining strategies that are expected to be completed by the end of the calendar year. It should be noted that due to the type of work of seven of the strategies, they

will need to continue to be ongoing in order to continue to be successful. These strategies will continue to cost staff time and resources for the foreseeable future.

### **FISCAL IMPACT**

No fiscal impact

### **ATTACHMENTS**

A. Strategic Plan FY 25-26 Q4 Final

## Strategic Plan Update

| Goal and Strategy                                                                                                                                 | Year to Begin Strategy (January 2021 IAP) | Year to Complete Strategy (January 2021 IAP) | Current Status                                                                                   | Notes on Status                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|----------------------------------------------|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Goal 1: Safe and Resilient Pinole</b>                                                                                                          |                                           |                                              |                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                 |
| Strategy 1. Conduct a citywide asset condition assessment.                                                                                        | Year 1                                    | Year 5                                       | <br>In Progress | The City is in the midst of multiple asset condition assessments and master plans, which are reflected in the Capital Improvement Plan (CIP). At the end of Year 5, the City will have current assessments for all major capital assets.                                                                                                                                                        |
| Strategy 2. Update the emergency preparedness and response plan (including results of the facilities and equipment assessment).                   | Year 1                                    | Year 1                                       | <br>In Progress | Staff presented a draft updated Emergency Operations Plan (EOP) to the City Council in August 2022. Given the new arrangement with Con Fire, the Pinole Police Department is now responsible for emergency planning, including the EOP. A consultant provided some framework, but additional work still needs to be completed. This is expected to be completed by the end of calendar year 25. |
| Strategy 3. Explore restoring the community emergency response team (CERT) program and conducting annual tabletop exercises and community drills. | Year 3                                    | Year 3                                       | <br>Complete  | CCCFPD began providing emergency medical and fire response service in Pinole in March 2023. CCCFPD does not operate CERT programs. The Pinole Police Department intends to re-start the CERT program Specialist to head up program                                                                                                                                                              |
| Strategy 4. Review, prioritize, and implement as appropriate the 2019 fire service study recommendations.                                         | Year 1                                    | Year 2                                       | <br>Complete  | City staff presented its assessment of the fire study and its recommendations regarding next steps to bolster fire service in April 2021. City Council                                                                                                                                                                                                                                          |

| Goal and Strategy                                                                                                                                                               | Year to Begin Strategy (January 2021 IAP) | Year to Complete Strategy (January 2021 IAP) | Current Status | Notes on Status                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|----------------------------------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                 |                                           |                                              |                | approved staff's recommendations. As a result, the City pursued the option of contracted fire services. The City and Contra Costa County Fire Protection District ("ConFire") negotiated and entered into a service agreement for ConFire to provide fire protection services to Pinole residents, which included re-opening the second fire station (Station 74). The City's Fire Department transitioned to ConFire effective March 1, 2023. |
| <b>Goal 2: Financially Stable Pinole</b>                                                                                                                                        |                                           |                                              |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Strategy 1. Develop a long-term financial plan (LTFP) and use it to guide budget and financial decisions (including policies regarding reserves and management of liabilities). | Year 1                                    | Year 1                                       | ● Complete     | The City adopted its inaugural LTFP in June 2021 and updated it in subsequent years. The City also maintains a 20-year financial forecast that is updated at least annually.                                                                                                                                                                                                                                                                   |
| Strategy 2. Conduct a comprehensive fee study to ensure cost recovery of current and potential service fees. (Evaluate implementing an online payment platform.)                | Year 1                                    | Year 2                                       | ● Complete     | The City completed a comprehensive fee study and cost allocation plan in June 2022, which Council approved. Staff completed a fee study and recommended updates to development impact fees in January 2025. City staff has implemented options for online payments for certain services, including building permits and business licenses.                                                                                                     |
| Strategy 3. Establish a program to evaluate grant opportunities and capacity.                                                                                                   | Year 2                                    | Year 2                                       | ● Complete     | City staff has hired Townsend, a grant research, writing, and management consulting firm which has provided a framework to evaluate                                                                                                                                                                                                                                                                                                            |



| Goal and Strategy                                                                                  | Year to Begin Strategy (January 2021 IAP) | Year to Complete Strategy (January 2021 IAP) | Current Status                                                                               | Notes on Status                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------|-------------------------------------------|----------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                    |                                           |                                              |                                                                                              | and pursue appropriate grant opportunities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Strategy 4. Explore an array of revenue generation opportunities to recover costs.                 | Year 2                                    | Year 3                                       |  Complete   | Staff has supported the City Council in exploring various revenue generation opportunities, most significantly when the City Council received the strategic financial planning report, which provided several revenue-generating options for Council's consideration. The City decided to place an additional half-cent sales tax measure on the ballot for the November 2024 municipal election. The voters passed Measure I, which is expected to generate an additional \$2.5 million in the City's General Fund. Staff continues to explore additional revenue-generating options. |
| Strategy 5. Develop a disciplined approach to funding infrastructure maintenance and improvements. | Year 1                                    | Year 5                                       |  On-going | This is an ongoing effort in which staff is currently engaged, and which involves the asset condition assessments, master plans, and annual capital planning process.                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Goal 3: Vibrant and Beautiful Pinole</b>                                                        |                                           |                                              |                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Strategy 1. Update the General Plan and Three Corridors Specific Plan.                             | Year 1                                    | Year 4                                       |  On-going | Updates to the General Plan Housing and Health & Safety Elements in addition to a new Environmental Justice Element are underway, Staff will consider the need to update other aspects of the General Plan and the Three Corridors Specific Plan Environmental Impact Report so that high-density residential                                                                                                                                                                                                                                                                          |

| Goal and Strategy                                                                                                                                            | Year to Begin Strategy (January 2021 IAP) | Year to Complete Strategy (January 2021 IAP) | Current Status                                                                                | Notes on Status                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|----------------------------------------------|-----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                              |                                           |                                              |                                                                                               | projects could utilize the EIR for project-specific environmental clearances, which would encourage streamlining the rehabilitation and re-use of undeveloped or under-developed properties. |
| Strategy 2.<br>Develop/create a comprehensive strategy to encourage streamlining the rehabilitation and re-use of undeveloped or under-developed properties. | Year 4                                    | Year 4                                       | <br>On-going | This process is currently underway and is an ongoing process.                                                                                                                                |

| Goal and Strategy                                                                                                                                                                                                                                       | Year to Begin Strategy (January 2021 IAP) | Year to Complete Strategy (January 2021 IAP) | Current Status                                                                               | Notes on Status                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|----------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Strategy 3. Partner with regional for- and non-profit housing organizations to provide an array of housing options consistent with community income levels.                                                                                             | Year 1                                    | Year 1                                       |  Complete   | The City has partnered with nonprofit housing organizations to explore and develop affordable housing projects, particularly the non-profit Satellite Affordable Housing Associates (SAHA) project at 811 San Pablo Avenue, which is providing 33 units of very-low and low income housing for veterans. Staff also collaborated with a for-profit housing developer to quickly entitle and permit a 179-unit, 100% affordable senior housing project at 600 Roble Avenue called Vista Woods. Lastly, the City negotiated a suite of community benefits with a for-profit housing developer building 154 condominiums that included a set-aside for eight deed-restricted low income for-sale units. Although this is an ongoing effort, it was scheduled as a one-year project in the IAP, and is therefore marked as complete. |
| Strategy 4. Develop a comprehensive economic development strategy that includes a focus on downtown redevelopment to activate the core of the community as a destination for the region (including gateway and wayfinding signage as well as branding). | Year 1                                    | Year 2                                       |  Complete | The City Council adopted the Pinole Economic Development Strategy (EDS) in October 2022.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Strategy 5. Partner regionally to improve and enhance transportation circulation,                                                                                                                                                                       | Year 2                                    | Year 4                                       |  On-going | The City is engaged in several collaborations with other jurisdictions and agencies to enhance transportation. The City                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

| Goal and Strategy                                                                                                                                                                                                                                                    | Year to Begin Strategy (January 2021 IAP) | Year to Complete Strategy (January 2021 IAP) | Current Status                                                                                  | Notes on Status                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|----------------------------------------------|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| including public transit, cars, bikes, and pedestrians, guided by the downtown Pedestrian Safety Plan, Active Transportation Plan, and other adopted plans.                                                                                                          |                                           |                                              |                                                                                                 | Council appropriated funding to create an Active Transportation Plan; the City received funding to collaborate with the County on an Appian Way complete streets project; and the City is requesting that new development projects have facilities to promote transit. |
| Strategy 6. Conduct a review and update of the City's code enforcement and property maintenance programs with a focus on increased beautification efforts and investment in community ecological and cultural amenities, business districts, and nuisance abatement. | Year 1                                    | Year 1                                       | <br>On-going   | This is an ongoing effort. City staff is continually updating code enforcement policies and procedures.                                                                                                                                                                |
| <b>Goal 4. High Performance Pinole</b>                                                                                                                                                                                                                               |                                           |                                              |                                                                                                 |                                                                                                                                                                                                                                                                        |
| Strategy 1. Develop an employee attraction, retention, and development plan. a. Analyze the City's classification and compensation system and update as needed.                                                                                                      | Year 1                                    | Year 2                                       | <br>Complete | Staff completed an employee attraction, retention, and development plan (Talent Management Plan) in June 2022. City staff continuously updates the classification system and seeks Council approval of appropriate compensation changes.                               |
| Strategy 2. Conduct a citywide organization review to optimize efficiencies.                                                                                                                                                                                         | Year 1                                    | Year 1                                       | <br>Complete | The City completed a citywide organizational review (assessment) in March 2021.                                                                                                                                                                                        |
| Strategy 3. Review citywide implementation of best practices and improve processes.                                                                                                                                                                                  | Year 2                                    | Year 5                                       | <br>On-going | This is an ongoing effort in which staff is currently engaged. City staff have made many process improvements since the adoption of the Strategic Plan. Among the many process improvements, the City has launched a 24/7 permitting system, a                         |

| Goal and Strategy                                                                                                                                                                                                                                                                                                                                | Year to Begin Strategy (January 2021 IAP) | Year to Complete Strategy (January 2021 IAP) | Current Status                                                                                  | Notes on Status                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|----------------------------------------------|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                  |                                           |                                              |                                                                                                 | new website, a Pinole-specific app for event and news alerts, and new e-newsletters.                                                                                                                                                                                                                                                                                                             |
| Strategy 4. Develop a strategic communication plan (i.e., public information officer, messaging, marketing, technical implementation).                                                                                                                                                                                                           | Year 1                                    | Year 2                                       |  Complete      | The City Council adopted the City of Pinole Communication and Engagement Plan in October 2022.                                                                                                                                                                                                                                                                                                   |
| Strategy 5. Develop a public engagement plan.<br>a. Develop policies and practices that provide a framework for diverse community members to connect, interact, and proactively participate.<br>b. Explore opportunities for meaningful youth participation in city and community life.<br>c. Develop a robust volunteer and internship program. | Year 1                                    | Year 2                                       |  On-going      | The City Council adopted the City of Pinole Communication and Engagement Plan, which addresses public engagement, in October 2022. The City has implemented practices which have increased community engagement. The City has finalized Volunteer policies and procedures, implemented a new volunteer program, and started two youth internship programs. Citizens Academy will start in August |
| Strategy 6. Develop a comprehensive information technology Strategic Plan.                                                                                                                                                                                                                                                                       | Year 1                                    | Year 1                                       |  Complete    | City staff completed a comprehensive IT Plan in June 2022.                                                                                                                                                                                                                                                                                                                                       |
| Strategy 7. Develop an interagency legislative advocacy program.                                                                                                                                                                                                                                                                                 | Year 2                                    | Year 2                                       |  In-Progress | City staff expects to complete this project in Calendar Year 2025. City staff is reviewing sample Legislative Platforms, and will bring potential frameworks to Council in the near future                                                                                                                                                                                                       |
| Strategy 8. Explore the use of the Government Access Channel/PCTV to implement the strategic communication plan.                                                                                                                                                                                                                                 | Year 4                                    | Year 4                                       |  In-Progress | PCTV has contributed to many new City communication and engagement efforts, including producing The Beat of Pinole monthly mayor's video; producing other informational videos for the public; and producing videos of                                                                                                                                                                           |

| Goal and Strategy | Year to Begin Strategy (January 2021 IAP) | Year to Complete Strategy (January 2021 IAP) | Current Status | Notes on Status                                                                              |
|-------------------|-------------------------------------------|----------------------------------------------|----------------|----------------------------------------------------------------------------------------------|
|                   |                                           |                                              |                | numerous community events. The PCTV strategy has been completed and is now being implemented |



## **CITY COUNCIL REPORT**

**9.J.**

**DATE:** JULY 15, 2025  
**TO:** MAYOR AND COUNCIL MEMBERS  
**FROM:** Heba El-Guindy, Public Works Director, helguindy@pinole.gov  
**SUBJECT:** APPROVAL OF SIXTH AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH GRAY-BOWEN-SCOTT FOR ADDITIONAL PROJECT MANAGEMENT SUPPORT SERVICES FOR THE SAN PABLO AVENUE BRIDGE REPLACEMENT AT THE BNSF RAILROAD PROJECT (PROJECT NO. RO1710)

### **RECOMMENDATION**

Adopt the attached Resolution (Attachment A) authorizing approval of a Sixth Amendment to the Consulting Services Agreement (Attachment B) between the City and Gray-Bowen-Scott for additional Project Management Support Services (Attachment C) with an increased compensation amount of \$350,005 and extended Term of the Agreement to June 30, 2027 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.

With the City Council approval on June 6<sup>th</sup>, 2017, the City entered into a Consulting Services Agreement with Gray-Bowen-Scott (Attachment B) for Project Management Support Services of the San Pablo Avenue Bridge Replacement at the BNSF Railroad (Project No. 1710) with an initial consultant compensation amount of \$45,000. On August 20, 2018, a First Amendment

to the Agreement was executed for an additional \$170,000 for a total amount not-to-exceed \$215,000. A Second Amendment was executed on January 8, 2021, which extended the Term of the Agreement to June 30, 2023. The following Third Amendment was executed on June 19, 2021, in order to continue the consultant's Project Management Support Services for an additional compensation of \$164,500 for a total amount not-to-exceed \$379,500. On June 7, 2023, the Fourth Amendment was executed to extend the Term of the Agreement to June 30, 2024. This was followed by the Fifth Amendment on May 21, 2024, which extended the Term of the Agreement to December 31, 2025.

Staff recommend approval of the attached Resolution (Attachment A) of a Sixth Amendment to the Agreement for continued Project Management Support Services by extending Term of the Agreement to June 30, 2027, to completion of the Preliminary Engineering (PE) phase, and an additional compensation of \$350,005 for a total amount not-to-exceed \$729,505 (Attachment C).

### **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. It should be noted that the ongoing environmental studies and documents under the National Environmental Policy Act (NEPA) and the California Environment Quality Act (CEQA) and associated approval by Caltrans are expected to be completed by the end of calendar year 2025. This will be followed by the PS&E project phase starting in 2026 and planned for completion by mid-year 2027.

With the recommended adoption of the attached Resolution (Attachment A), a Sixth Amendment to the Agreement will be approved to extend the Term of the Agreement to June 30, 2027, and increase the consultant's compensation by \$350,005 for a total amount not-to-exceed \$729,505. This increase in compensation will be funded by the awarded grant funds, particularly by the STMP funds.

### **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 C) and increased consultant's compensation in a not-to-exceed amount of \$350,005 will be primarily funded by the STMP grant funds and could be supplemented by TLC grant funds if necessary.

### **ATTACHMENTS**

- A. Resolution
- B. City & GBS Base Agreement
- C. GBS Scope - Amendment 6



**RESOLUTION NO. 2025-\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE,  
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING A SIXTH  
AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH GRAY-  
BOWEN-SCOTT FOR ADDITIONAL PROJECT MANAGEMENT SUPPORT  
SERVICES ASSOCIATED WITH THE SAN PABLO AVENUE BRIDGE  
REPLACEMENT AT THE BURLINGTON NORTHERN SANTA FE RAILROAD  
(PROJECT NO. RO1710)**

**WHEREAS**, the City Council approved on June 6<sup>th</sup>, 2017 Resolution No. 2017-35 entering the City of Pinole ("City") into a Consulting Services Agreement ("Agreement") with Gray-Bowen-Scott ("Consultant") for a total compensation amount of \$45,000 to provide Project Management Support Services of 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**, the City and Consultant (together referred to as "Parties") entered on August 20, 2018, into a First Amendment to the Agreement for continued Project Management Support Services for an additional \$170,000 for a total amount not-to-exceed \$215,000; and

**WHEREAS**, on January 8, 2021, the Parties entered into a Second Amendment to the Agreement to extend the Term of the Agreement to June 30, 2023; and

**WHEREAS**, on June 19, 2021, the Parties entered into a Third Amendment to the Agreement for continued Project Management Support Services for an additional \$164,500 for a total amount not-to-exceed \$379,500; and

**WHEREAS**, on June 7, 2023, the Parties entered into a Fourth Amendment to the Agreement to extend the Term of the Agreement to June 30, 2024; and

**WHEREAS**, on May 21, 2024, the Parties entered into a Fifth Amendment to the Agreement to extend the Term of the Agreement to December 31, 2025; and

**WHEREAS**, with this Resolution, the Parties will enter into a Sixth Amendment to the Agreement for continued Project Management Support Services by extending Term of the Agreement to June 30, 2027, to completion of the Preliminary Engineering (PE) phase, for an additional compensation of \$350,005 for a total amount not-to-exceed \$729,505.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Pinole does hereby approve the Sixth Amendment to the Consulting Services Agreement with Gray-Bowen-Scott for additional Project Management Support Services (Exhibit A) of the San Pablo Avenue Bridge Replacement at the BNSF Railroad (CIP Project No.

RO1710) for an additional compensation of \$350,005 for a total amount not-to-exceed \$729,505, and extend the Term of the Agreement to June 30, 2027.

**PASSED AND ADOPTED** at a regular meeting of the Pinole City Council held on the 15<sup>th</sup> 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 15<sup>th</sup> day of July 2025.

---

Heather Bell  
City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF PINOLE AND  
Gray-Bowen-Scott**

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and William R. Gray and Company, doing business as Gray-Bowen-Scott ("Consultant") (together sometimes referred to as the "Parties") as of December 1, 2016 (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 July 1, 2017, 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 \$5,000 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 130 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

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

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

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

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement,

unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule attached hereto as Exhibit A.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A and shall not exceed Five thousand (\$5,000). Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 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. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of

not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under 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 ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of non-owned automobiles.

**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 (ed. 11/88) or GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1. No endorsement shall be attached limiting the coverage.

**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 insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

## **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) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

**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 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- 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 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.

**4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete certified copies of all policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

**4.4.3 Notice of Reduction in or Cancellation of Coverage.** In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

**4.4.4 Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense) with the exception of errors and omissions insurance.

**4.4.5 Additional insured; primary insurance.** A certified endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) shall be attached to all policies stating that the City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

A certified endorsement shall be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

**4.4.6 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

**4.4.7 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

**4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time



herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Consultant shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

**Section 6. STATUS OF CONSULTANT.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3;

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

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

## **Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Pinole Business License.** Consultant shall obtain a City of Pinole business license according to the terms of Title 5 of the City of Pinole Municipal Code and deliver to City proof of such business license prior to beginning work under this Agreement. Work under this Agreement cannot begin until the City receives proof that Consultant has obtained a City of Pinole business license.
- 7.6 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any

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

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

## **Section 8. TERMINATION AND MODIFICATION.**

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

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

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

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

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

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

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

**8.6.1** Immediately terminate the Agreement;

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

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

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

**Section 9. KEEPING AND STATUS OF RECORDS.**

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

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

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

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be

entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

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



Initialed by City Attorney's Office

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Matthew Todd, PE  
1676 N. California Blvd #400

Walnut Creek, CA 94596

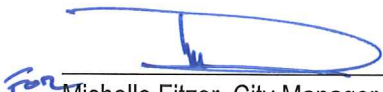
Any written notice to City shall be sent to:

Tamara Miller, PE  
City of Pinole Development Services Department  
2131 Pear Street  
Pinole, CA 94564

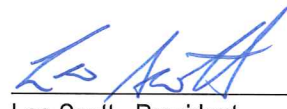
- 10.11 Professional Seal.** Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.12 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

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

CITY OF PINOLE

  
Michelle Fitzer, City Manager

CONSULTANT

  
Leo Scott, President

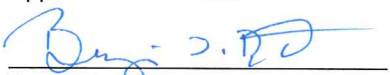
Consultant's City of Pinole Business

License #: 16-08875

Attest:

  
City Clerk

Approved as to Form:

  
Benjamin T. Reyes II, City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES & BUDGET**

**Support Funding Application Development for  
Pedestrian Improvements over the BNSF Railroad  
in the vicinity of San Pablo Avenue Project**

**TASK 1 – Develop Project Application**

Gray-Bowen-Scott will create an application for Contra Costa Transportation Authority (CCTA) Coordinated Call for Projects for Bicycle and Pedestrian Improvements over the BNSF Railroad in the vicinity of San Pablo Avenue (Project). The application is envisioned to request funding through the Contra Costa Transportation Authority (CCTA) Coordinated Call for Projects, with applications due to the CCTA by December 9, 2016.

The current condition of the project area includes a 4 lane structure (San Pablo Avenue) over the BNSF Railroad with limited bicycle and pedestrian access. The current structure has been identified for federal Highway Bridge Program (HBP) funds to replace the existing structure constructed in 1938. The project is proposed to include 8' shoulders and a 10' sidewalk.

**Tasks include:**

- Meet with City of Pinole Project Manager (City) to review existing studies and documents that support the project application information needs, refine work tasks and further define outstanding issues.
- Evaluate the CCTA Call for Projects guidelines and relevant existing documents in relation to defining a project to submit for the funding application.
- Develop project application
- Include consideration of the HBP funding and existing funding identified for a stand alone pedestrian crossing over the BNSF railroad approved by the CCTA in the OBAG 1 funding cycle.
- Other and/or Unanticipated Tasks - Consultant, when authorized by City, shall perform tasks not specifically identified above

**Other Assumptions**

- New graphics to support an application are not included in the tasks
- GBS will provide the components of the application that can be provided with time and materials work allowed for in the contract budget. There is a possibility that this may not result in a completed application.



GRAY\_BOWEN\_SCOTT FEE SCHEDULE  
Effective January 1, 2016

|                                              | Hourly Rate |
|----------------------------------------------|-------------|
| Project Director/Senior Advisor              | \$350       |
| Principal/Executive Project Manager          | \$305       |
| Senior Project Manager                       | \$255       |
| Project Manager                              | \$225       |
| Senior Project Engineer/Program Manager      | \$205       |
| Associate Engineer/Assistant Project Manager | \$180       |
| Program Manager                              | \$180       |
| Program Administrator/Project Analyst        | \$150       |
| Project Administrator/Office Manager         | \$110       |
| Project Coordinator                          | \$95        |
| Clerical/Reception                           | \$80        |

Rates subject to change on January 1, 2017. Expenses (mileage, parking, tolls, printing, out of area travel, conference calls, postage, express mail, delivery, authorized entertainment, etc.) will be billed at cost. Mileage will be billed at the standard IRS rate.

Gray-Bowen-Scott reserves the right, in its discretion, to sub-contract portions of its projects to other qualified professionals. All costs and fees for any sub-contracted services will be billed at cost plus 10%.

**EXHIBIT B**  
**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.

2314447.1



July 1, 2025

Ms. Heba El-Guindy, TE  
Public Works Director,  
City of Pinole  
2131 Pear Street  
Pinole, CA 94564

**RE: Project Management and Delivery Services Contract  
Amendment San Pablo Avenue Bridge over BNSF Railroad  
Project**

Dear Ms. El-Guindy:

We have enjoyed working with you on the San Pablo Avenue Bridge over BNSF Railroad Project (Project) to advance the project into the environmental & preliminary engineering phase. At your request, Gray-Bowen-Scott is pleased to furnish you with this proposal to amend the project management and delivery professional services scope to assist the City of Pinole (City) to provide additional assistance through the end of fiscal year 2026/2027.

Gray-Bowen-Scott provides a unique blend of transportation consulting and strategic project planning services to a variety of public and private clients. Our understanding of the Caltrans project development process allows us to assist our clients with challenging transportation projects and issues. We assist our clients with the complex and often confusing Caltrans project development process, as well as project funding, programming, and implementation issues. Our staff is experienced in working with local government to seamlessly support and supplement your staff and assist with the day-to-day tasks needed to deliver your transportation project.

What separates Gray-Bowen-Scott from other engineering firms is our focus on the project approval/delivery process. We help our public and private clients secure what they really want and need – project definition, funding, and approvals. Our office has strong working relationships with Caltrans, as well as the California Transportation Commission (CTC), the Federal Highway Administration (FHWA) and the Contra Costa Transportation Authority. We have had considerable success with delivering projects in partnership with local agencies.

Attached is our proposed scope of work amendment. Gray-Bowen-Scott proposes an amendment to our budget in the amount of \$350,005, for a revised total budget of \$729,505 (including \$379,500 in five previous contracts). The amended scope is estimated to provide approximately 1,148 hours of time and materials services to the City for required services through the end of FY 2026 / 2027. We will invoice monthly on a time and expense basis per

---

1320 Mount Diablo Boulevard, Suite 206, Walnut Creek, CA 94596 Phone 925-450-7505 [graybowenscott.com](http://graybowenscott.com)

our fee schedule (attached).

The City is presently funding GBS expenses using Measure J funds, administered by the Contra Costa County Transportation Authority. As shown in the attached Funding Summary, there is approximately \$60,000 in remaining allocated funds. In addition, GBS assisted the City in pursuing a scope expansion for the awarded \$1.6M in STMP funds administered by West Contra Costa Transportation Advisory Committee (WCCTAC) with about \$1.5M in remaining funds available to cover costs associated with Gray Bowen Scott's consulting services and could serve as funds to cover the required HBP funding match of 11.53% for the development and construction of the project.

I will be the principal in charge. Kevin Byrd will be Gray-Bowen-Scott's Project Manager. Chris Doerksen will provide project support as needed. Ericka Leiva will assist with reimbursement and submittal requirements. Debby Chernila will assist with invoice tracking and submittal.

If you have any questions or would like any additional information, please do not hesitate to call me at (510) 206-3920. Thank you for the opportunity to present this proposal. We look forward to working with you and will commence work upon authorization to proceed.

Very truly yours,



Matt Todd  
Principal Project Manager

Attachment:

- Project Scope of Services and Cost Proposal

**City of Pinole**  
**San Pablo Avenue Bridge over BNSF**  
**Railroad Project Management and Delivery**  
**Services provided by Gray-Bowen-Scott**

Consultant will provide Project Management and Delivery Services for the City of Pinole to support the delivery of the San Pablo Avenue Bridge over BNSF Railroad Project (Project). The scope of services is further detailed below by task.

In this role, Consultant's duties may include but not be limited to:

- Assist City staff and/or provide direct management of the Project scope, cost, and schedule.
- Assist City staff and/or serve as the City's agent for project delivery issues with the City's partners, stakeholders and consultants as requested.

Consultant's Project Management Support for Project activities may include:

1. Assist with Coordination, Processing and Approvals with Funding Partners

Under this task, Consultant will support City in working with agencies such as Caltrans, CTC, Federal agencies, CCTA, WCCTAC, and MTC to meet federal, state, and local requirements on the project.

Items with this task include, but are not limited to:

- Representing the interests of the City
- Facilitating the CCTA and State review and decision-making process
- Clarifying and confirming deadlines and requirements for grant funding
- Structuring periodic meetings between executive management staff of funding agencies and City to facilitate joint decisions on policy level issues such as funding strategies and programming options.
- Provide high level coordination w/ agencies including Caltrans, CCTA, and MTC on an as needed basis.

2. Funding Plan

Consultant will support City and project team members in structuring capital and support cost estimate for the Project.

Consultant will support the City in developing a detailed plan that optimizes the use of the fund sources and addresses match requirements of the federal grants while optimizing other grants and the City's resources.

### 3. Grant Administration and Compliance

Consultant will assist in preparing documents required by agencies such as Caltrans and CCTA. Following submittal of the package(s), Consultant will coordinate with the appropriate agencies such as Caltrans Local Assistance (District and HQ) and CCTA.

Items with this task include, but are not limited to:

- Preparation of Request for Authorization material to Caltrans
- Preparation of appropriation request material to CCTA
- Facilitating fund transfer agreement between the City and Caltrans
- Supporting the City in addressing and complying with grant requirements (i.e., imposed by Caltrans Audits and Investigations)
- Development of the grant reporting requirements (i.e., Contract Award Package to Caltrans, closeout of elements of the project)

### 4. Project Delivery Support

Consultant shall advise, assist, and support City staff to manage issues that affect and deliver the project.

Items with this task could include, but are not limited to:

- Providing direct management of the Project scope, cost, and schedule.
- Participating in project development team meetings with City staff (including representing City staff if they are not able to attend) and / or other consultants. Identifying and defining project issues and decisions needed so the Project may proceed in a timely manner, advising City and defining strategy for addressing project delivery issues.
  - This may include advance coordination with meeting participants to ensure the appropriate people will participate in meetings and are prepared to render project decisions or provide direction.
  - This may include preparing for and leading/facilitating team meetings with City and consultants, preparing and submitting correspondence and memos (including meeting minutes).
- Manage process to confirm permits needed, manage efforts of City environmental and design consultant(s), and ascertain feasibility of securing permits within project schedule and grant deadlines.
- Facilitate the establishment of an appropriate management and communication structure for City, Project Team consultants and other partners (i.e., Caltrans).
- Monitor project development costs and assist City in administering consultant contracts.
- Interface with Caltrans staff to assure format consistency of submittals to Caltrans.
- Prepare a matrix identifying grant compliance requirements.

- Maintain grant source documents and consolidate documents needed for the federal single audit and other reporting needs.
- Review documents for federally funded contracts for conformance with federal procurement requirements.
- Other tasks as requested by City such as post construction contract award reporting requirements.

5. Other and/or Unanticipated Tasks

Consultant, when authorized by City, shall perform tasks not specifically identified above. Examples could include but are not limited to: advise and assist City on issues that affect the delivery and schedule of the project, facilitating City's compliance with Federal regulations such as Annual DBE reporting, ensuring City's Quality Assurance Plan is current, and assisting City in advertising the Project and retention of additional consultant resources in a manner that qualifies the City for grant reimbursement.



**Gray Bowen Scott Cost Proposal**  
**City of Pinole**  
**San Pablo Avenue Bridge over BNSF Railroad Project**  
**Project Management and Delivery Services - Amendment**

**AMENDMENT REQUEST**

|                          |                        | <b>Fiscal Years</b> |                   |                   |
|--------------------------|------------------------|---------------------|-------------------|-------------------|
|                          |                        | <b>2024/ 2025</b>   | <b>2025/ 2026</b> | <b>2026/ 2027</b> |
|                          |                        | Mar - June          |                   |                   |
| PREVIOUS CONTRACT TOTALS | June 2017 to June 2024 | \$379,500           | \$427,759         | \$579,247         |

|                     |                | <b>Rates by Year</b> |       |       |
|---------------------|----------------|----------------------|-------|-------|
| Principal in Charge | Matthew Todd   | \$410                | \$422 | \$435 |
| Project Manager     | Chris Doerksen | \$280                | \$288 | \$297 |
| Project Manager     | Kevin Byrd     | \$280                | \$288 | \$297 |
| Project Analyst     | Ericka Leiva   | \$164                | \$169 | \$174 |
| Project Analyst     | Debby Chernila | \$164                | \$169 | \$174 |

|                     |                | <b>Hours by Year</b> |     |     |
|---------------------|----------------|----------------------|-----|-----|
| Principal in Charge | Matthew Todd   | 25.5                 | 80  | 80  |
| Project Manager     | Chris Doerksen | 16                   | 20  | 0   |
| Project Manager     | Kevin Byrd     | 113                  | 370 | 370 |
| Project Analyst     | Ericka Leiva   | 9.25                 | 30  | 30  |
| Project Analyst     | Debby Chernila | 0.5                  | 2   | 2   |

|                    |               |            |            |
|--------------------|---------------|------------|------------|
| <b>Total Hours</b> | <b>164.25</b> | <b>502</b> | <b>482</b> |
|--------------------|---------------|------------|------------|

**Total Contract Hours**  
**1,148**

|                     |                | <b>Totals by Year</b> |           |           |
|---------------------|----------------|-----------------------|-----------|-----------|
| Principal in Charge | Matthew Todd   | \$10,455              | \$33,760  | \$34,800  |
| Project Manager     | Chris Doerksen | \$4,480               | \$5,760   | \$0       |
| Project Manager     | Kevin Byrd     | \$31,640              | \$106,560 | \$109,890 |
| Project Analyst     | Ericka Leiva   | \$1,517               | \$5,070   | \$5,220   |
| Project Analyst     | Debby Chernila | \$82                  | \$338     | \$348     |

|                     |                 |                  |                  |
|---------------------|-----------------|------------------|------------------|
| <b>Total Amount</b> | <b>\$48,259</b> | <b>\$151,488</b> | <b>\$150,258</b> |
|---------------------|-----------------|------------------|------------------|

**Total Contract Amount**  
**\$350,005**

|                        |           |           |           |
|------------------------|-----------|-----------|-----------|
| Annual Contract Totals | \$427,759 | \$579,247 | \$729,505 |
|------------------------|-----------|-----------|-----------|

|                          |                |           |  |
|--------------------------|----------------|-----------|--|
| PROPOSED CONTRACT TOTALS | Thru June 2027 | \$729,505 |  |
|--------------------------|----------------|-----------|--|





## CITY COUNCIL REPORT

9.K.

**DATE:** JULY 15, 2025  
**TO:** MAYOR AND COUNCIL MEMBERS  
**FROM:** Heba El-Guindy, Public Works Director, helguindy@pinole.gov  
**SUBJECT:** RECEIVE UPDATE ON CAPITAL PROJECTS, INSPECTION AND PERMITTING, AND MAINTENANCE

### **RECOMMENDATION**

Receive update on capital projects progress, conducted inspections and issued permits, and performed maintenance operations.

### **BACKGROUND**

An update on key capital projects and maintenance activities was provided to the City Council on June 3, 2025. To establish regularly scheduled quarterly updates, this new update is being provided for the fourth quarter of Fiscal Year (FY) 2024/25. The updates cover capital projects, permits review, and maintenance operations.

### **REVIEW AND ANALYSIS**

#### ***Capital Projects:***

Since the June 3<sup>rd</sup> update to the City Council, progress on key capital projects includes the following:

- On May 29, 2025, the City of Pinole released the FY 2024/25 Sidewalk Rehabilitation Program (Project No. RO2402) for public bidding. The project scope includes the construction and upgrade of curb ramps at various locations throughout the city to improve accessibility and pedestrian safety. Bids were publicly opened and read on June 12, 2025, at City Hall. A total of nine (9) bids were received. For the set work scope, the bids ranged in costs from \$111,200.00 to \$348,317.70. Following a thorough review of completeness and compliance with bid requirements, the lowest responsive and responsible bid for Spektren Engineering, Inc. in the amount of \$111,200.00 was selected. This annual project is funded through Measure S. Approval of Contract with Spektren Engineering, Inc. is being considered by City Council on July 15, 2025.
- Upgrade of City Pools (FA2502): This is an ongoing project that aims at gradually upgrading the various equipment associated with the pools. During the May repairs, the contractor identified deficiencies that are being tackled to ensure the appropriate levels of chemicals in the pools. These June upgrades did not hinder operations of the pools. Additional more significant replacements of equipment using the FY 2025/26 budget are planned to take place in October/November when the pools are not in use.
- Pinole Valley Park – East (PA1901): Following replacement of the damaged lawn and

seeding of the entire field that took place in May, the field was reopened for the community's enjoyment in June. Additional upgrades to the irrigation system using the FY 2025/26 budget are planned for October/November of this year.

- Fernandez Park Sewer Lateral: To address the severely damaged lateral sewer pipe (cased in concrete) that connects the park's restrooms to the main that runs along Tennent Avenue, various methods of repair or replacement were investigated. As a result, a pipe insert that eliminated the need for any demolition to the existing walkway or concrete casing was installed, along with two pumps and a well. This construction technique has proven to be effective, and the system functioned efficiently during the high use of special events that took place during the month of June. This emergency project was funded by enterprise fees funds.
- Pinon Trunk Sewer Capacity Phase 2 Project (SS2401): In May 2024, Phase 2 of the Project was advertised for construction with bids received by June 4, 2024. On June 25, 2024, the City Council awarded a construction contract to the lowest responsive and responsible bidder, K.J. Woods Construction, Inc. The Notice to Proceed was issued on October 14, 2024, and the work has been underway since. The project construction was initially planned for completion by the end of July 2025 with project close-out by the end of September 2025. However, various issues have arisen including breakages to EBMUD pipe at three different occasions. Staff have held several field and virtual meetings with the contractor's team, as well as meetings with neighboring residents and staff of EBMUD. Most recently, staff submitted a letter of concern to the contractor listing issues with construction practices in relation to the project's standard plans and specifications. Improvements are currently being pursued to address the concerns raised.
- Roble Avenue Storm Drain Improvement Project (SW2001): The Roble Avenue Drain Improvement Project is expected to exceed the retrofit requirements of the Municipal Regional Storm Water of 1.16 acres, and establish road improvements including the provision of a sidewalk. Staff issued a request for proposals on November 27, 2024, with proposals received by January 9, 2025. A qualified consultant has since been selected by a panel based on the submitted proposals and follow-up interviews. A contract for the environmental review and design was approved by the City Council on June 3<sup>rd</sup>, 2025. Following the contract signing by all parties, the construction kick-off meeting took place on July 2<sup>nd</sup>, 2025.
- Active Transportation Plan (RO2106): On March 7, 2023, the City Council awarded a contract to GHD, Inc. to develop an Active Transportation Plan (ATP) for the City of Pinole with the objectives to promote walking, cycling, and connectivity to public transit. The set objectives aim to improve public health and safety, reduce greenhouse gas emissions, and enhance the livability of our community. GHD produced a draft ATP report which was presented to the Traffic and Pedestrian Safety Committee (TAPS) on January 8, 2025. Input from the TAPS, City staff and the community are being incorporated into the ATP. Due to the significant revisions and additions needed, an amendment to the GHD contract was approved by City Council on June 17, 2025, that increased the budget by a not-to-exceed amount of \$30,000 to be paid at the satisfactory completion of the plan and extended the contract term to December 31, 2025. The signing of the contract amendment was completed on July 1, 2025, to reactivate the project.
- Storm Drain Master Plan (IN1703): On August 15, 2023, City Council awarded a contract to West Yost Associates (West Yost) to develop the City's Storm Drain Master

Plan. This project is intended to identify, analyze and prioritize the capital improvement needs of the City's storm water management system to reduce flood risks, enhance public safety and protect City assets. Findings and recommendations developed during preparation of the Storm Drain Master Plan will be used by staff to develop or update CIP projects, and the final Plan will be presented to City Council. Staff are in regular coordination with the West Yost team (consultant). Site inspections of the drain inlets throughout the city are presently underway by the consultant along with an update of the associated mapping.

- San Pablo Avenue Bridge Replacement (RO1710): Age and condition assessment of the San Pablo Avenue bridge supports replacement. In February 2020, the City awarded a contract to a consultants' team to conduct the Preliminary Engineering (PE) and advance the project. Work on the project was recently resumed, and the environmental review (CEQA and NEPA) is scheduled for completion by December 31, 2025, with the project design commencing in early 2026. The project is receiving Highway Bridge Program (HPB), Strategic Management Planning Program (STMP), and Transportation Land-Use Connections (TLC) grant funds. Through coordination with Caltrans, the City received an early release of the HBP grant funds to support the PE work. In addition, staff coordinated with the West County Transportation Commission team and changes were approved by the WCCTC Board on May 23, 2025, which extended the term of the STMP grant agreement by an additional four years and allowed flexibility in the use of the grant funds. Consequently, a fourth amendment to agreement with Consor North America, Inc. was approved by City Council on July 1, 2025, thereby increasing the consultant's compensation by a not-to-exceed amount of \$199,300 (funded by HBP grant fund) for completing the project's environmental review and associated approvals. In addition, a sixth amendment to agreement with Gray-Bowen-Scott is being considered by City Council on July 15, 2025, for increasing the consultant's compensation by a not-to-exceed amount of \$350,005 (to be funded by STMP grant fund) and extending the agreement to June 30, 2027, to provide project management support services through completion of the PE phase.

### ***Inspections and Permits:***

- Month of April: 134 inspections were performed, 35 permits (1 encroachment, 18 sewer lateral, 2 transportation, and 14 utility encroachment) were issued, and \$37,090.10 permit fees were collected.
- Month of May: 187 inspections were performed, 44 permits (1 encroachment, 17 sewer lateral, and 26 utility encroachment) were issued, and \$47,859.25 permit fees were collected.
- Month of June: 155 inspections were performed, 36 permits (26 sewer lateral, 2 transportation, and 8 utility encroachment) were issued, and \$30,246.30 permit fees were collected.

### ***Maintenance Operations:***

- Month of April: Completion of 382 service requests and repairs including 11 stormwater

(catch basins, storm drain, and sweeping), 18 wastewater (sewer main, sewer overflow, and video capture), 2 signs, 43 roads (potholes, traffic signals, streetlights, vegetation management, trees trimming, and pavement markings), 245 parks (vegetation management, trees trimming, fields maintenance, gopher control, irrigation, debris removal, restrooms, special events, and graffiti) , 12 illegal dumping, 6 emergency calls, 2 fleet, and 43 facilities (lights, furniture, elevators, plumbing, pools repair, appliances, paint, and doors and locks).

- Month of May: Responding to 426 requests and repairs including 23 stormwater, 14 wastewater, 12 signs, 39 roads, 247 parks, 14 illegal dumping, 10 emergency calls, 3 fleet, and 64 facilities.
- Month of June: Responding to 465 requests and repairs including 16 stormwater, 18 wastewater, 7 signs, 48 roads, 258 parks, 12 illegal dumping, 6 emergency calls, 34 fleet, and 66 facilities.

It should be noted that the aforementioned vegetation management efforts exclude work performed by the outside contractor. It should also be noted that the Maintenance Operations team also established parking prohibitions, including daylighting requirement, at 18 locations during the month of June namely at: Valley Avenue at San Pablo Avenue, 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.

### **FISCAL IMPACT**

There is no fiscal impact to reporting on projects and operational updates.

### **ATTACHMENTS**

None



## **CITY COUNCIL REPORT**

**9.L.**

**DATE:** JULY 15, 2025  
**TO:** MAYOR AND COUNCIL MEMBERS  
**FROM:** Heba El-Guindy, Public Works Director, helguindy@pinole.gov  
**SUBJECT:** APPROVAL OF AGREEMENT BETWEEN THE CITY OF PINOLE AND SPEKTREN ENGINEERING, INC. FOR THE CONSTRUCTION OF THE SIDEWALK REHABILITATION PROGRAM (CIP PROJECT NO. RO2402)

### **RECOMMENDATION**

Adopt attached Resolution (Attachment A) associated with approval of the Construction Services Agreement (Attachment C & D) between the City of Pinole and Spektren Engineering, Inc. for FY 2024/25 Sidewalk Rehabilitation Program (CIP Project No RO2402) with an annual budget of up-to \$150,000 funded by Measure S.

### **BACKGROUND**

This FY 2024/25 Sidewalk Rehabilitation Program (CIP Project No RO2402) is a funded Project contained in the City Council approved FY 2024/25 through FY 2028/29 Capital Improvement Plan (CIP) with an annual budget of \$150,000 funded by Measure S. Implementation of the Project in FY 2025/26 requires appropriation of the Project funds from FY2024/25 to FY 2025/26.

The Project aims to upgrade existing pedestrian curb ramps and to install new pedestrian curb ramps where missing high priority areas and locations with high levels of pedestrian activity. All upgraded and new pedestrian curb ramps will be compliant with the ADA requirements.

It should be noted that FY 2025/26 Sidewalk Rehabilitation Program contained in the City Council approved FY 2025/26 through FY 2029/30 CIP is likely to be bundled with other CIP projects such as the Pavement Rehabilitation Project for increased efficiency.

### **REVIEW AND ANALYSIS**

On May 29, 2025, City staff released the FY 2024/25 Sidewalk Rehabilitation Program (Project No. RO2402) for public bidding on [www.publicpurchase.com](http://www.publicpurchase.com) and [www.ci.pinoles.ca.us/bids](http://www.ci.pinoles.ca.us/bids) with due date for bids submittal on June 12, 2025. An evaluation panel was formed of three Public Works staff members who reviewed the nine (9) received bids that ranged in costs between \$111,200.00 and \$348,317.70. A summary of all received bids is attached (Attachment B)

Following a thorough review of completeness and compliance with the bid requirements, the lowest responsive and responsible bid selected is of Spektren Engineering, Inc. in the amount of \$111,200. Staff recommends allowing the additions of curb ramps to the scope to further tackle key locations especially in the Downtown area through the execution of change orders

for up-to a total amount of \$150,000.

A Construction Services Agreement between the City and Spektren Engineering, Inc. along with associated bid submitted are attached (Attachments C & D). It should be noted that all required insurance documentations and other requirements will be added prior to signing/execution of the Agreement.

### **FISCAL IMPACT**

This FY 2024/25 Sidewalk Rehabilitation Program (CIP Project No RO2402) is a funded Project contained in the City Council approved FY 2024/25 through FY 2028/29 Capital Improvement Plan (CIP) with a budget of \$150,000 funded by Measure S. Implementation of the Project in FY 2025/26 requires appropriation of the Project funds of \$150,000 from FY 2024/25 to FY 2025/26.

### **ATTACHMENTS**

- A. Resolution
- B. Bids Summary
- C. Agreement
- D. Selected Bid

## RESOLUTION NO. 2025 – xx

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AWARDED A CONSTRUCTION SERVICES AGREEMENT FOR THE SIDEWALK REHABILITATION PROGRAM (CIP PROJECT NO. RO2402) TO SPEKTREN ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$111,200 AND SUBJECT TO ADDITIONS BY CHANGE ORDERS FOR A TOTAL AMOUNT NOT TO EXCEED \$150,000**

**WHEREAS**, the City of Pinole (“City”) adopted the FY 2024/25 through FY 2028/29 Capital Improvement Plan (CIP) which includes the Sidewalk Rehabilitation Program (CIP Project No RO2402 “Project”) with an annual budget of up-to \$150,000 funded by Measure S; and

**WHEREAS**, Title II of the Americans with Disability Act (ADA) requires local governments to make pedestrian crossings accessible to people with disabilities by providing curb ramps at pedestrian crossings and at public transportation stops where walkways intersect with a vertical curb; and

**WHEREAS**, to comply with ADA requirements, the curb ramps provided must meet specific standards for width, slope, cross slope, placement, and other features. Per ADA standards, all streets constructed after January 26, 1992, must provide curb ramps in compliance with the ADA standards. In addition, any street that was constructed prior to 1992, but was altered after 1992, must also provide ADA-compliant curb ramps; and

**WHEREAS**, the purpose of this Project is to upgrade existing pedestrian curb ramps and to install new pedestrian curb ramps at high priority areas and locations with high levels of pedestrian activity. All upgraded and new pedestrian curb ramps will be compliant with the ADA requirements; and

**WHEREAS**, on May 29, 2025, City staff released the FY 2024/25 Sidewalk Rehabilitation Program (Project No. RO2402) for public bidding on [www.publicpurchase.com](http://www.publicpurchase.com) and [www.ci.pinole.ca.us/bids](http://www.ci.pinole.ca.us/bids) with due date for bids submittal on June 12, 2025; and

**WHEREAS**, an evaluation panel was formed of three Public Works staff members who reviewed the nine (9) received bids that ranged in costs from \$111,200.00 to \$348,317.70; and

**WHEREAS**, following a thorough review of completeness and compliance with the bid requirements, the lowest responsive and responsible bid selected is for Spektren Engineering, Inc. (“Contractor”) in the amount of \$111,200; and

**WHEREAS**, a Construction Services Agreement between the City and Spektren Engineering, Inc. is attached as Exhibit A; and

**WHEREAS**, there is a need for reappropriation of the Project budget from FY 2024/25 to FY 2025/26 in the amount of \$150,000 to fund the Project construction; and

**WHEREAS**, the available funds will allow the addition of curb ramps at key locations especially in the Downtown area.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Pinole as follows:

1. Approve selection of Spektren Engineering, Inc. ("Contractor") for performing construction of the FY 2024/25 Sidewalk Rehabilitation Program - CIP Project No RO2402 ("Project").
2. Reappropriate the Project fund of Measure S in the amount of \$150,000 from FY 2024/25 to FY 2025/26.
3. Authorize the City Manager to execute the Construction Services Agreement (Exhibit A) with the Contractor in the amount of \$111,200 and subject to additions by change orders for a total amount not-to-exceed \$150,000.

**PASSED AND ADOPTED** at a regular meeting of the Pinole City Council held on the 15<sup>th</sup> 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 15<sup>th</sup> day of July 2025.

---

Heather Bell  
City Clerk





# Pinole California

## Department of Public Works

2131 Pear Street, Pinole, CA 94564  
Tel (510) 724-9010 ♦ Fax (510) 724-4921

## Sidewalk Rehabilitation Program CIP Project #: RO2402

### General Information

Bids Due Date: Thursday, June 12, 2025, at 3:00 PM

#### **BIDDERS**

#### **SUBMITTED BIDS**

|                                   |              |
|-----------------------------------|--------------|
| Spektren Engineering, Inc.        | \$111,200.00 |
| Bosco Construction Services, Inc. | \$111,762.40 |
| Golden Bay Construction           | \$150,484.00 |
| Modernscapes Innovations          | \$163,900.00 |
| FBD VANGUARD Construction         | \$190,753.00 |
| Vision Build Construction         | \$198,000.00 |
| Dimension Construction            | \$203,633.05 |
| INDUS General, Inc.               | \$231,933.00 |
| E.E. Gilbert Construction, Inc.   | \$348,317.70 |

**CONSTRUCTION SERVICES AGREEMENT BETWEEN  
THE CITY OF PINOLE AND SPEKTREN ENGINEERING, INC.**

**Sidewalk Rehabilitation Program  
CIP Project No. RO2402**

This agreement for Construction Services ("Agreement") is entered into on July 16, 2025, between the CITY OF PINOLE, a municipal corporation, with offices located at 2131 Pear Street, Pinole, California ("City") and SPEKTREN ENGINEERING, INC. ("Contractor") (together sometimes referred to as the "Parties").

WHEREAS, Contractor and Contractor's Surety are providing the bonds attached hereto and incorporated by this reference; and

WHEREAS, City desires to contract with Contractor to perform the construction services detailed in this Agreement; and

In consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

- 1. CONTRACT DOCUMENTS.** The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The Contract Documents shall include the Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates, affidavits and other documentation), this Agreement, Performance Bond, Labor and Materials Bond, Maintenance Bond, General Conditions, any Supplementary General Conditions, Special Provisions, Specifications, Drawings, all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents. The General Conditions shall mean and refer to the current General Conditions of the City which are incorporated herein by this reference as if set forth herein. This Agreement, and the Contract Documents, includes the exhibits to this Agreement, including Exhibit A Required Federal-Aid Contract Language (For Local Assistance Construction Projects) (Includes Form FHWA-1273 from Bid Documents), and Exhibit B Minimum Wage Rates (Federal and State Prevailing Wage Rates from Bid Documents.)
- 2. AGREEMENT CONTROLS.** In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail. Unless otherwise specifically provided herein, all works and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.
- 3. INDEPENDENT CONTRACTOR.** It is specifically understood and agreed by all parties hereto that Contractor is, for the purposes of this Agreement, an independent contractor and not an employee of the City. Accordingly, Contractor shall not be deemed the City's employee for any purpose whatsoever. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever for or against the City.
- 4. ASSIGNMENT.** This Agreement may not be assigned by Contractor, in whole or in part, without prior written consent of the City.
- 5. TERMINATION.** This Agreement may not be canceled by the City at any time without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, the City shall pay

Contractor for all services rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

**6. SCOPE OF CONTRACT.** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of the City, all the work called for, and in the manner designated in, and in strict conformity with the Project entitled:

Project Name: Sidewalk Rehabilitation Program

Project No.: RO2402

Federal Project No.: N/A

**7. CONTRACT AMOUNT AND PAYMENTS.** The City agrees to pay, and Contractor agrees to accept, in full payment for the above work, One Hundred Eleven Thousand Two Hundred Dollars (\$111,200) as stipulated sum price which Contractor bid in its attached Bid Form, subject to additions by Change Order(s) as provided in the General Conditions for a total amount not-to-exceed One Hundred and Fifty Thousand Dollars (\$150,000). Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**8. PROGRESS AND FINAL PAYMENTS.** Progress and final payments shall be in accordance with the General Conditions.

**9. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR.** When, under the provisions of this Contract, the City is authorized to charge any sum of money against Contractor, the City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from the City. If, on completion or termination of the Contract, sums due contractor are insufficient to pay the City's charges against Contractor, the City shall have the right to recover the balance from Contractor or his sureties.

**10. TIME OF COMPLETION.** The entire work shall be completed to the satisfaction of the City within Ninety (90) working days, commencing on the date of issuance of the Notice to Proceed. Failure to complete the entire work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

**11. PROJECT SITE.** Contractor shall perform the Services in such a manner as to cause a minimum of interference with City's operations and the operations of other contractors at each Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Services at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish. Each Project site may include all buildings, offices, and other locations where Services are to be performed, including any access roads. Contractor shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required for performing the Services, whether owned, leased or rented. City will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a Project site, with or without permission, is at Contractor's sole risk. City may assume that anything left on the work site an unreasonable length of time after said work is completed has been abandoned. Any transportation furnished by City shall be solely as an accommodation and City shall have no liability therefore. Contractor acknowledges and

agrees that it shall assume the risk and is solely responsible for its use of any City owned equipment and property provided by City for the performance of Services. City shall have no liability to Contractor therefore. In addition, Contractor further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks, or other motorized vehicles as well as any equipment, tolls, or other property which is utilized by Contractor on each Project site.

**12 INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

**12.1 Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than One Million Dollars (\$1,000,000.00) per accident.

California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

**12.2 General Liability Insurance.** General liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.

- a) Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- b) Claims-made coverage is not acceptable.
- c) The limits of liability shall not be less than:

|                                  |                                   |
|----------------------------------|-----------------------------------|
| Each occurrence:                 | TWO Million Dollars (\$2,000,000) |
| Products & Completed Operations: | One Million Dollars (\$1,000,000) |
| Personal & Advertising Injury:   | One Million Dollars (\$1,000,000) |
- d) If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the 'each occurrence' limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.
- e) If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the 'each occurrence' limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.
- f) If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**12.3 Automobile Liability Insurance.** Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.

- a) Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbol 1 (any auto).
- b) The limits of liability per accident shall not be less than:  
Combined Single Limit                      One Million Dollars (\$1,000,000)

If Automobile Liability coverage, as required above, is provided by the Commercial General Liability form, the General Liability policy shall include an endorsement providing automobile liability as required above.

**12.4 General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

**12.5 All Policies Requirements.**

**12.5.1 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.

**12.5.2 Verification of Coverage.** Prior to beginning any work under this Agreement, Contractor shall, at the sole option of the City, provide City with (1) certified Certification of Insurance that demonstrates compliance with all applicable insurance provisions contained herein; and (2) upon request by the City, complete certified copies of all policies and/or complete certified copies of all endorsements that demonstrate compliance with this Section 5.

**12.5.3 Notice of Reduction in or Cancellation of Coverage.** A certified endorsement must be attached to all insurance obtained in accordance with this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

**12.5.4 Additional insured; primary insurance.** A certified endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) shall be attached to all policies stating that the City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special

limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

A certified endorsement shall be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

**12.5.5 Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Contractor may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Contractor procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

**12.5.6 Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

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

**12.5.8 Remedies.** In addition to any other remedies City may have if Contractor 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 Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

- 12.6 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors.
- 13 NO WAIVER OF REMEDIES.** Neither the inspection by the City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the City, nor any extensions of time, nor any position taken by the City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to the City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and the City shall have any and all equitable and legal remedies which it would in any case have.
- 14 DETERMINATION OF DAMAGES.** The actual fact of the occurrences of damages and the actual amount of the damages which the City would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions and it is impracticable and extremely difficult to fix the actual damages. Damages which the City would suffer in the event of delay include loss of the use of the project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City by reasons of the delay in the completion of the project to serve the public at the earliest possible time. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that he/she understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.
- 15 LIQUIDATED DAMAGES.** The amount of the liquidated damages to be paid by Contractor to the City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be Two Hundred Fifty Dollars (\$250.00) for each **Calendar Day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from Contractor's delay.
- 16 TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS.** In addition to any rights it may have, the City may terminate this Contract at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted. Upon such termination, Contractor shall not be entitled to receive any compensation for services rendered by him before or after such termination, and he shall be liable to the City for liquidated damages for all periods of time beyond such termination date until the work is completed.
- 17 CONTRACT BANKRUPT.** If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy,

terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Section 1-15 of the General Conditions. The City shall have the right to complete, or cause completion of the work, all as specified in the General Provisions of the Standard Specifications.

**18**

**PERFORMANCE AND PAYMENT BONDS.** The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.

- a) One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
- b) The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract.

Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

Bonds shall only be accepted from an "Admitted surety insurer," which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. **Contractor must submit** the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

All bonds submitted shall include the following:

1. Full name and address of the Contractor Surety, and the City;
2. Contract Date;
3. Exact Contract Sum;
4. Project Name and Address;
5. Signature of the Contractor
6. Corporate Seal, if applicable;
7. Signature of Authorized Surety Representative;
8. Notarization of the Contractor and Surety;
9. Power of Attorney; and
10. Local contact for surety, with name, phone number, and address to which legal notices may be sent.

**19**

**SUBSTITUTION OF SECURITIES OF MONEY WITHHELD.** At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit.



20

**GENERAL LIABILITY OF THE CONTRACTOR.** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, light, heat, utilities, transportation and other facilities and services necessary for the execution and completion of the Work in accordance with the Contract Documents and any applicable code or statute, whether or not specifically described herein, as long as same is reasonably inferable therefrom as being necessary to produce the intended results, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work. The mention of any specific duty or liability of Contractor and, any reference to any specific duty or liability shall be construed to be for the purpose of explanation.

21

**AUTHORITY OF THE CITY.** The City will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The City will decide all questions regarding the interpretation and fulfillment of the Contract on the part of the Contractor, and all questions as to the rights of different prime contractors involved with the Work. The City will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.

The City will administer its authority through a duly designated representative identified at the pre-construction conference. The Contractor and City's designated representative (the Owner's Representative) shall make good faith attempts to resolve disputes that arise during the performance of the Work.

Any order given by the City not otherwise required by the Contract to be in writing shall be given or confirmed by the City in writing at the Contractor's request. Such request shall state the specific subject of the decision, order, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.

Any plan or method suggested to the Contractor by the ENGINEER, or any of the Owner's Representative, but not specified or required in writing, if adopted or followed in whole or in part by the Contractor, shall be used at the risk and responsibility of the Contractor. The City assumes no responsibility.

22

**RESPONSIBILITY OF THE CONTRACTOR** The Work shall be under the Contractor's responsible care and charge until completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work or the materials occasioned by any cause, and shall bear the entire expense.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by the City in conformity with the true meaning and intent of the Contract Documents, within the time specified.

**INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.** To the fullest extent permitted by law, the Contractor shall indemnify, defend with counsel acceptable to the City, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions of this Contract, caused in whole or in part by any negligent or willful act or omission of the Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of the Contractor, regardless of whether caused in part by a party indemnified hereunder. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the indemnified party in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of that indemnified party

To the fullest extent permitted by law, the Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, State or local law, including applicable administrative regulations.

The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In claims against any person or entity herein indemnified that are made by an employee of the Contractor or an employee of any of the Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by the Contractor or by any of the Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts the Contractor or any of the Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract Documents.

The indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

In the event the Contractor enters into any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, State or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by the City prior to commencement of any work on or about such property. The Contractor also shall indemnify the City and other indemnities identified in this Section as provided in the Contract. These provisions shall be in addition to any other requirements of the owners of adjacent property.

## **24**     **LEGAL REQUIREMENTS.**

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

**24.2     Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work in connection with this Agreement.

**24.3     Licenses and Permits.** Contractor represents and warrants to City that Contractor 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.

**24.4     Nondiscrimination and Equal Opportunity.** In compliance with federal, state and local laws, Contractor 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 Contractor under this Agreement.

**24.5     Work Requiring Payment of Prevailing Wages.** The City affirmatively identifies this project as a "public work" as that term is defined by California Labor Code § 1720, and the project is, therefore, subject to prevailing wages under California Labor Code § 1771. In accordance with California Labor Code § 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which these services are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the services under this Agreement. Contractor and its subcontractors shall fully comply with all the provision of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

**24.6     Unfair Competition.** The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and

agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

**24.7 INCIDENTAL BENEFICIARIES.** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the City and Contractor. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and Contractor that any such person or entity, other than the City and Contractor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

## **25 MODIFICATION.**

**25.1 Amendments.** Any modification or amendment of any provision of this agreement shall be in writing and must be executed by both parties hereto.

**25.2 Assignment.** Contractor may not assign this Agreement or any interest therein without the prior written approval of the City.

**25.3 Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City. Where written approval is granted by the City, Contractor shall supervise all work subcontracted by Contractor in performing the Services; shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work; the subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Services; and Contractor is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 5, to City's satisfaction.

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

**25.5 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

**25.5.1** Immediately terminate the Agreement;

**25.5.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor in accordance with this Agreement;

**25.5.3** Retain a different Contractor to complete the Services not finished by Contractor; or

**25.5.4** Charge Contractor the difference between the costs to complete the work at the time of breach and the amount that City would have paid Contractor if Contractor had completed the Work.

## **26**      **KEEPING AND STATUS OF RECORDS.**

- 26.1      Records Created as Part of Contractor'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 Contractor prepares or obtains in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the City.
- 26.2      Contractor's Books and Records.** Contractor shall maintain any and all 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 Contractor to this Agreement.
- 26.3      Confidential Information and Disclosure.** During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party (the "Receiving Party"). The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer, or disclosure of such Information. Contractor understands that City is a public City and is subject to the laws that may compel it to disclose information about Contractor's business.

## **27**      **MISCELLANEOUS PROVISIONS.**

- 27.1      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.
- 27.2      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.
- 27.3      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.
- 27.4      Binding.** This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of the City in the same manner as if such parties had been expressly named herein.
- 27.5      Survivorship.** Any responsibility of Contractor for warranties, insurance, indemnity, record keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.
- 27.6      No Implied Waiver of Breach.** In the event that either the City or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the

same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

**27.7 Contract Administration.** This Agreement shall be administered by Public Works Director Heba El-Guindy or her designee, who shall act as the City's representative. All correspondence shall be directed to or through Heba El-Guindy.

**27.8 Notices.** Any written notice to Contractor shall be sent to:  
Emiliano Villalobos Guzman, President  
Spektren Engineering, Inc.  
645 Rucker Ave  
Gilroy, CA 95020

Any written notice to City shall be sent to:  
Heba El-Guindy, Public Works Director  
City of Pinole  
2131 Pear Street  
Pinole, CA 94564

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

**27.10 Authority to Execute.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

**27.11 Counterparts.** This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

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

CITY OF PINOLE

SPEKTREN ENGINEERING, INC.

\_\_\_\_\_  
Kelcey Young, City Manager

\_\_\_\_\_  
Emiliano Villalobos Guzman, President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Eric Casher, City Attorney

Dated: \_\_\_\_\_

Attested By:

\_\_\_\_\_  
Heather Bell, City Clerk

Dated: \_\_\_\_\_

## **EXHIBIT A**

Required Federal-Aid Contract Language  
(For Local Assistance Construction Projects)  
(Includes Form FHWA-1273 from Bid Documents)



## **EXHIBIT B**

### **Minimum Wage Rates**

(Federal and State Prevailing Wage Rates from Bid Documents)



# **BID FORMS TO BE SUBMITTED WITH BID:**

BIDDER'S AFFIDAVIT OF NON-COLLUSION

BIDDER'S AFFIDAVIT OF LEVINE ACT DISCLOSURE STATEMENT

LOBBYING CERTIFICATION

BIDDER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

BIDDERS CERTIFICATION FOR PUBLIC CONTRACT CODE  
SECTIONS 10285.1 AND 10232 STATEMENTS, 10162

QUESTIONNAIRE, DEBARMENT AND SUSPENSION CERTIFICATION

BID PROPOSAL CERTIFICATE (BY BUSINESS ENTITY TYPE) AND  
PROPOSAL

BID SCHEDULE

QUESTIONNAIRE AND FINANCIAL ASSURANCE STATEMENT

LIST OF SUBCONTRACTORS

SITE VISIT AFFIDAVIT

LIST OF MATERIAL SUPPLIERS AND MATERIAL GUARANTEE

BIDDER'S BOND

**THIS PAGE INTENTIONALLY LEFT BLANK**

NON-COLLUSION SUBMITTED WITH BID

**BIDDER'S AFFIDAVIT OF NON-COLLUSION SUBMITTED WITH BID**

Spektren Engineering Inc., [Contractor] hereby declares that:

He or she is President [title/position] of Spektren Engineering Inc. [company name] the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 06/12/2025 at Pinole, CA  
(DATE) (PLACE)

Emiliano H.G.  
SIGNATURE Emiliano Villalobos  
Guzman

Public Contract Code section 7106

Code of Civil Procedure section 2015.5

END OF BIDDER'S AFFIDAVIT OF NON-COLLUSION SUBMITTED WITH BID

LEVINE ACT DISCLOSURE STATEMENT SUBMITTED WITH BID

**BIDDER'S AFFIDAVIT OF LEVINE ACT DISCLOSURE STATEMENT**

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the AGENCY are:

Mayor, Cameron Sasai  
Mayor Pro Tem, Anthony Tave  
Councilmember, Devin T. Murphy  
Councilmember, Maureen Toms  
Councilmember, Norma Martinez-Rubin

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any member of the AGENCY in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

\_\_\_ YES ☒ NO

If yes, please identify the Director(s): \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any member of the AGENCY in the three months following the award of the contract?

\_\_\_ YES ☒ NO

If yes, please identify the Director(s): \_\_\_\_\_

Answering yes to either of the two questions above does not preclude AGENCY from awarding a contract to your firm. It does, however, preclude the identified AGENCY members from participating in the contract award process for this contract.

06/12/2025  
DATE

Emiliano V. G.  
(SIGNATURE OF AUTHORIZED OFFICIAL)

Emiliano Villalobos Guzman - President  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

Spektr Engineering Inc.  
(TYPE OR WRITE NAME OF COMPANY)

## California Government Code Section 84308

(a) The definitions set forth in this subdivision shall govern the interpretation of this section.

(1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.

(3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.

(b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

(d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before an agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.

(e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 1102 Q St #3000, Sacramento, CA 95811, (916) 322-5660.

END OF BIDDER'S AFFIDAVIT OF LEVIN ACT DISCLOSURE STATEMENT SUBMITTED WITH BID



LOBBYING CERTIFICATION SUBMITTED WITH BID

**LOBBYING CERTIFICATION SUBMITTED WITH BID**

The BIDDER certifies, to the best of its Knowledge and belief, that:

- (1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection With the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE BIDDER, Spektren Engineering Inc. CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER OR BIDDER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.



(SIGNATURE OF BIDDER'S AUTHORIZED PERSON)

Emiliano Villalobos Guzman - President

Name and Title of the BIDDER's Authorized Person

END OF LOBBYING CERTIFICATION SUBMITTED WITH BID

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION SUBMITTED WITH BID

**BIDDER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The Bidder Spectren Engineering Inc.

proposed subcontractor(s) N/A, hereby certifies that he/she has   , has not    ☒ , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 04/12/2025 at PINOLE, CA  
(DATE) (PLACE)

Emiliano Villalobos  
SIGNATURE Emiliano Villalobos  
Guzman

END OF BIDDER'S CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY SUBMITTED WITH BID



BIDDERS CERTIFICATION FOR PUBLIC CONTRACT CODE SECTIONS 10285.1 AND 10232 STATEMENTS, 10162 QUESTIONNAIRE, DEBARMENT AND SUSPENSION CERTIFICATION SUBMITTED WITH BID

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not ☒ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

*Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.*

**PUBLIC CONTRACT CODE 10232 STATEMENT**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

*Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.*

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No ☒

If the answer is yes, explain the circumstances in the following space or use an attachment.

**DEBARMENT AND SUSPENSION CERTIFICATION**

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

NA

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

06/12/2025  
DATE

Emiliano V.G.  
(SIGNATURE OF AUTHORIZED OFFICIAL)

Emiliano Villalobos Guzman - President  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

Spektr Engineering Inc.  
(TYPE OR WRITE NAME OF COMPANY)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

06/12/2025                      Emiliano V.G.  
 Date                                      Signature

Emiliano Villalobos Guzman - President  
 Name, Title

Spektren Engineering Inc.  
 Company Name

7810 Monterey Rd Ste. B Gilroy, CA 95020  
 Place of Business

645 Rucker Ave. Gilroy, CA 95020  
 Place of Residence

END OF BIDDERS CERTIFICATION FOR PUBLIC CONTRACT CODE SECTIONS 10285.1 AND 10232  
 STATEMENTS, 10162 QUESTIONNAIRE, DEBARMENT AND SUSPENSION CERTIFICATION SUBMITTED WITH BID

**THIS PAGE INTENTIONALLY LEFT BLANK**

**BID PROPOSAL CERTIFICATES**

**BID PROPOSAL CERTIFICATE**  
(if Corporation)

STATE OF CALIFORNIA        )  
                                          ) ss:  
COUNTY OF Santa Clara

I HEREBY CERTIFY that a meeting of the Board of Directors of the Spektren  
Engineering Inc.

a corporation existing under the laws of the State of California, held on  
June 12, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that Emiliano Villalobos Guzman as President  
President of the Corporation, be and is hereby authorized to execute the Bid Proposal dated  
June 12, 2025, for the Sidewalk Rehabilitation Program project, in the  
City of Pinole, and that his/her execution thereof, attested by the Secretary of the Corporation,  
and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the  
corporation this 12<sup>th</sup>, day of June, 2025.

(SEAL)

Secretary

Erangelene Gutierrez

7810 Monterey Rd. Ste B  
Gilroy CA 95020

**BID PROPOSAL CERTIFICATE**  
(if Partnership)

STATE OF CALIFORNIA        )  
                                          ) ss:  
COUNTY OF \_\_\_\_\_)

NA

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_

\_\_\_\_\_

a partnership existing under the laws of the State of \_\_\_\_\_, held  
on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_, as the General  
Partner of the Partnership, be and is hereby authorized to execute the Bid Proposal dated  
\_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_ project, in the City of Pinole,  
and that his/her execution thereof, attested by the \_\_\_\_\_ shall be the  
official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Partner

(SEAL)

**BID PROPOSAL CERTIFICATE**  
(if Joint Venture)

STATE OF CALIFORNIA       )  
                                          ) ss:  
COUNTY OF \_\_\_\_\_)

NA

I HEREBY CERTIFY that a meeting of the Principals of the \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

a joint venture existing under the laws of the State of \_\_\_\_\_,

held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_,

as \_\_\_\_\_, of the joint venture, be and is hereby authorized to execute the Bid

Proposal dated \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_ project, in the City of

Pinole, and that his/her execution thereof, attested by the \_\_\_\_\_ shall

be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of

\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Managing Partner

(SEAL)



**BID PROPOSAL**

**PROPOSAL**

To the City Council of the City of Pinole (City):

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the plans and specifications, and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and do all the work required to complete the said work in accordance with said plans, specifications, and special provisions for the unit or lump sum prices set forth in the attached Bid Schedule.

It is understood and agreed that the undersigned shall complete the work of the contract within the time provided for in the Contract Documents and Specifications governing said work.

If awarded the contract, the undersigned hereby agrees to sign said contract and to furnish the necessary bonds, insurance certificates and agreements within five (5) working days after receipt of Notice of Award of said contract from the City.

The undersigned has examined the location of the proposed work and is familiar with the plans, specifications and other contract documents and the local conditions at the place where the work is to be done.

The undersigned has checked carefully all the figures on the attached Bid Schedule and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up the bid.

Enclosed find bidder's bond, certified check, or cashier's check no. Bidders Bond of the DID REPUBLIC Surety Company (Company) (Bank) for Eleven thousand one hundred twenty-two Dollars (\$ 11,120.00).

This project requires a Class A California State Contractor's License.

Contractor's License No. 1134190 License Class A-General Engineering

Expiration Date of Contractor's License 03/21/2021

This project requires registration with the California State Department of Industrial Relations.

Public Works Contractor Registration No. 200009401

Registration Date 03/13/2025 Expiration Date 06/30/2026



A bid submitted to a public agency by a contractor who is not licensed and not registered shall be considered non-responsive and shall be rejected by the public agency. The undersigned contractor declares that the contractor's license number, public work contractor registration number, and expiration dates stated herein are made under penalty of perjury under the laws of the State of California.

Contractor: Spektren Engineering Inc.  
Signed by: Emiliano V.G.  
Emiliano Villalobos German  
Title: President  
Address: 7910 Monterey Rd. Ste. B  
Gilroy, CA 95020  
Phone: (669) 294-1903  
Fax: n/a  
Email: estimating@spektrenengineering.com

Dated this 12<sup>th</sup> day of June, 2025.

END OF PROPOSAL

**6 BID SCHEDULE**

| BASE BID SCHEDULE |         |                |                                                   |          |       |                      |               |
|-------------------|---------|----------------|---------------------------------------------------|----------|-------|----------------------|---------------|
| #                 | Section | Plan Sheet No. | Description                                       | Quantity | Unit  | Unit Price (\$/Unit) | Cost (\$)     |
| 1                 | TS 1-02 |                | Mobilization/Demobilization                       | 1        | LS    | \$ 9,000             | \$ 9,000.00   |
| 2                 | SP-12   |                | Traffic Control                                   | 1        | LS    | \$ 8,000             | \$ 8,000.00   |
| 3                 | TS 1-03 | 3              | Tennent Avenue Curb Ramps                         | 4        | EA    | \$ 6,000             | \$ 24,000.00  |
| 4                 | TS 1-03 | 4              | San Pablo Avenue at Fernandez Avenue Curb Ramps   | 6        | EA    | \$ 6,000             | \$ 36,000.00  |
| 5                 | TS 1-03 | 5              | Fernandez Avenue Curb Ramp                        | 2        | EA    | \$ 6,000             | \$ 12,000.00  |
| 6                 | TS 1-03 | 6              | Charles Avenue at San Pablo Avenue Curb Ramp      | 1        | EA    | \$ 6,000             | \$ 6,000.00   |
| 7                 | TS 1-03 | 6              | Charles Avenue at San Pablo Avenue Driveway Apron | 1        | LS    | \$ 10,000            | \$ 10,000.00  |
| 8                 | TS 1-03 | 6              | Truncated Domes                                   | 2        | LS    | \$ 700               | \$ 1,400.00   |
| 9                 | TS 1-03 | 7              | Concrete Flatwork                                 | 200      | SQ FT | \$ 24                | \$ 4,800.00   |
|                   |         |                | TOTAL BASE BID                                    |          |       |                      | \$ 111,200.00 |

\*Note: In case of error in extension of price into the total price column, the unit price will govern.

\*\*Locations of bid items may be found on Appendix A and in the Site Plans.

TS refers to the Technical Specifications

SP refers to the Special Provisions

**The basis of award for this project is the total cost of the Base Bid Schedule only.**

BIDDER: Spektren Engineering Inc.

City of Pinole  
Sidewalk Rehabilitation Program – RO2402

Total Amount of Bid (written in words) is: one hundred eleven THOUSAND

TWO hundred Dollars and

zero Cents.

In the event of discrepancy between words and figures, the words shall prevail.

\$ 111,200.00  
Figures

7810 Monterey Rd. Ste. B

Address of Bidder

Emiliano V.G.

Signature of Bidder

Emiliano Villalobos Guzman

Gilroy

City

Spektren Engineering Inc.

Name of Bidder (Print)

(669) 294-1903

Telephone Number of Bidder

n/a

Fax Number of Bidder

1134190

Contractor's License Number

03/21/2021

License's Expiration Date

#### Addendum Acknowledgement

Addendum No. 1 Signature Acknowledging Receipt: 1 Date: 06/04/2025

Addendum No. 2 Signature Acknowledging Receipt: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. 3 Signature Acknowledging Receipt: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. 4 Signature Acknowledging Receipt: \_\_\_\_\_ Date: \_\_\_\_\_

**QUESTIONNAIRE AND FINANCIAL ASSURANCE STATEMENT**

The following statements as to experience and financial qualifications of the Bidder are submitted in conjunction with the proposal as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder.

The Bidder has been engaged in the contracting business under the present business for 41 years. Experience in work of a nature similar to that covered in the proposal extends over a period of \_\_\_\_\_ years.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to contractor, except as follows:

n/a

List all claims and lawsuits presented or filed in the last five (5) years, regardless of the form, regarding any public works project:

n/a

The following contracts for work have been completed in the last five (5) years for the persons, firm or authority indicated and to whom reference is made:

| Year       | Type of Work-Size, Length and Contract Amount | Location and For Whom Performed |
|------------|-----------------------------------------------|---------------------------------|
| <u>n/a</u> | <u>New Contractor</u>                         | <u>n/a - New Contractor</u>     |
| _____      | _____                                         | _____                           |
| _____      | _____                                         | _____                           |
| _____      | _____                                         | _____                           |

The following complaints have been made against the Bidder's contractor's license within the past ten (10) years:

Date: n/a Nature of Complaint: n/a

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

| NAME OF BANK      | ADDRESS                                  |
|-------------------|------------------------------------------|
| <u>Chase Bank</u> | <u>14410 Big Basin Way, Saratoga, CA</u> |

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the bidder:

NAME OF SURETY COMPANY:  
Old Republic Surety Company

I, the undersigned, declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

|                                                       |                   |
|-------------------------------------------------------|-------------------|
| <u>Emiliano V.G.</u>                                  | <u>06/12/2025</u> |
| SIGNATURE OF BIDDER <u>Emiliano Villalobos Gorman</u> | DATE              |

Spektr Engineering Inc.  
NAME OF BIDDER

END OF QUESTIONNAIRE AND FINANCIAL STATEMENT FORM

## LIST OF SUBCONTRACTORS

Pursuant to Section 4100 to 4113 of the Public Contract Code, and City instructions, each bidder shall complete and submit this form with his bid in accordance with the following instructions.

1. For each subcontract item to be performed by a subcontractor, the following shall be indicated herein: the name of the subcontractor, the portion of work to be performed, each subcontractor's license number, and the location of the place of business.
2. Only one subcontractor shall be listed for each craft unless there is an alternate bid in which case a different subcontractor, when so designated, may be listed for the alternate work.
3. All fields must be completed as specified or the bid proposal may be rejected as non-responsive.

| Name of Subcontractor | Portion of Contract (i.e. Electrical, Striping, etc.) | Subcontractor License Number | DIR Registration Number <sup>1</sup> | Dollar Amount of Work to Be Performed | Location of Business (City and State) |
|-----------------------|-------------------------------------------------------|------------------------------|--------------------------------------|---------------------------------------|---------------------------------------|
| n/a                   | n/a                                                   | n/a                          | n/a                                  | n/a                                   | n/a                                   |
|                       |                                                       |                              |                                      |                                       |                                       |
|                       |                                                       |                              |                                      |                                       |                                       |
|                       |                                                       |                              |                                      |                                       |                                       |
|                       |                                                       |                              |                                      |                                       |                                       |
|                       |                                                       |                              |                                      |                                       |                                       |
|                       |                                                       |                              |                                      |                                       |                                       |

All general contractors and subcontractors must be registered with DIR in conformance with Labor Code Section 1725.5 and 1771.1. By requesting the DIR registration numbers of all subcontractors, bidders are put on notice that if they list a subcontractor without a DIR registration number at the time of bid opening, the County, in its sole discretion, may find the failure intentional and find the bid non-responsive. DIR registration number lookup is available online at <https://efiling.dir.ca.gov/PWCR/Search>



## SITE VISIT AFFIDAVIT

SITE VISIT AFFIDAVIT  
TO BE EXECUTED  
BY BIDDER, NOTARIZED AND SUBMITTED WITH BID

(To Accompany Bid)

State of California )  
Santa Clara ) ss.  
County of )

Emiliano Villalobos Guzman being first duly sworn, deposes and says that he or she is  
(Contractor's Authorized Representative)

President of Spektr Engineering Inc., the party making the foregoing  
(Title of Representative) (Contractor's Name)

bid, has visited the Site of the Work as described in the Contract and has examined and familiarized themselves with the existing conditions, as well as all other conditions relating to the construction which will be performed. The submitting of a bid shall be considered an acknowledgement on the part of the Bidder of familiarity with conditions at the site of Work. The Bidder further acknowledges that the site examination has provided adequate and sufficient information related to existing conditions which may affect cost, progress or performance of the Work.

Emiliano V. G.  
Signature Emiliano Villalobos Guzman

Spektr Engineering Inc.  
Name of Bidder

END OF SITE VISIT AFFIDAVIT

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 Santa Clara

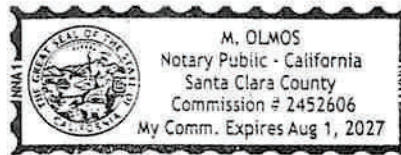
On 6/10/25 before me, M. Olmos a Notary Public, personally appeared Emiliano Villalobos Guzman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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: [Signature]

Name: M. Olmos  
(Typed or Printed)



(Seal)



LIST OF MATERIAL SUPPLIERS AND MATERIAL GUARANTEE TO BE SUBMITTED WITH BID

**LIST OF MATERIAL SUPPLIERS AND MATERIAL GUARANTEE**

**LIST OF MATERIAL SUPPLIERS**

The bidder is required to name the make and supplier of the material items listed below to be furnished under these specifications. The bidder shall name a manufacturer for each item and the supplier of the item if the supplier is not the manufacturer. The naming of more than one supplier for a single item or naming a supplier followed by the words "or equal" will not be acceptable. Substitution of any listed supplier following submission of this form with the Bid shall only be permitted as authorized by the ENGINEER pursuant to General Conditions Section 1-6.03.

Failure to complete this form and submit it with the bid proposal may cause the proposal to be rejected as being incomplete and not responsive to the solicitation.

| Item            | Supplier & Manufacturer                  | Address                                                              |
|-----------------|------------------------------------------|----------------------------------------------------------------------|
| Concrete        | 1e high white cement<br>Central Concrete | 24001 Stevens Creek, Cupertino, CA<br>800 San Pablo Ave. Pinole, CA  |
| Aggregate Base  | Eco-terra                                | 115 Brookside Dr. Richmond, CA                                       |
| Truncated Domes | Armor-Tile<br>Central / Vulcan           | 300 International Dr #100, New York<br>800 San Pablo Ave. Pinole, CA |
|                 |                                          |                                                                      |
|                 |                                          |                                                                      |
|                 |                                          |                                                                      |
|                 |                                          |                                                                      |

**MATERIAL GUARANTEE**

In addition to completion of the list of material suppliers on the Material Suppliers form, the bidder may be required to furnish prior to award of contract, a complete statement of the origin, composition and manufacturer of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to test, provided for in the specifications, the General Conditions or Special Provisions to determine their quality and fitness for the work.

END OF LIST OF MATERIAL SUPPLIERS AND MATERIAL GUARANTEE TO BE SUBMITTED WITH BID

**THIS PAGE INTENTIONALLY LEFT BLANK**

•

**BIDDER'S BOND TO BE SUBMITTED WITH BID**

Accompanying this proposal is **BIDDER'S BOND** in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

*IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.*

Emiliano Villalobos Guzman - President  
Spek-tren Engineering Inc.

Licensed in conformance with an act providing for the registration of Contractors,

License No. 1134190 Classification(s) A-general engineering inc.

**ADDENDA**

This Proposal is submitted with respect to the changes to the contract included in addenda number/s

1

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Eric Verkouteren, Kevin Harvey, Caleb Cathey of Roseburg, OR

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21st day of November, 2024

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner  
Assistant Secretary



Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21st day of November, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

77 3606



Signed and sealed at the City of Brookfield, WI this \_\_\_\_\_ day of \_\_\_\_\_

Karen J. Haffner  
Assistant Secretary

ORSC 22262 (3-05)

Gritly Insurance Services, Inc

**Acknowledgment in a Representative Capacity**

State of OREGON

County of Douglas

This record was acknowledged before me on (date) JUNE 4, 20 25

by (name(s) of individual(s)) ERIC VERKAMPEN as

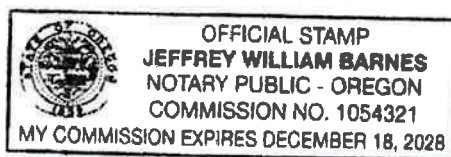
(type of authority) Attorney in Fact of (name of party on whose behalf

record was executed) OLD REPUBLIC SURETY COMPANY

Jeffrey W Barnes

Notary Public - State of Oregon

Official Stamp



Document Description

This certificate is attached to page 1 of a B.O.D.E.R.'s Bond (title or type of document), dated JUNE 4, 20 25, consisting of 1 pages.



**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California

City/County of Santa Clara SS

On this 10 day of June 2025 in the year 2025 before me

M. Olmos, Notary Public

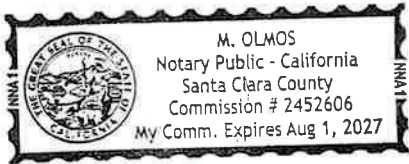
, personally appeared Emiliano Villalobos Guzman  
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of Emiliano Villalobos Guzman, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

[Signature]  
Notary Public

END OF BIDDER'S BOND TO BE SUBMITTED WITH BID



**THIS PAGE INTENTIONALLY LEFT BLANK**





**END OF  
BID FORMS TO BE  
SUBMITTED WITH BID**



## CITY COUNCIL REPORT

9.M.

**DATE:** JULY 15, 2025

**TO:** MAYOR AND COUNCIL MEMBERS

**FROM:** Andrea Dwyer, Community Services Director, 5107249820,  
adwyer@pinole.gov  
Lilly Whalen, Community Development Director, 510-724-9832,  
lwhalen@pinole.gov

**SUBJECT:** ADOPT A RESOLUTION AUTHORIZING THE CITY OF PINOLE TO APPLY  
FOR THE LAND AND WATER CONSERVATION FUND (LWCF) PROGRAM.

### **RECOMMENDATION**

To pursue grant funding to support priority park rehabilitation projects, Staff recommends that the City Council adopt a Resolution (Attachment A) authorizing the City of Pinole to apply for the Land and Water Conservation Fund (LWCF) program through the California Department of Parks and Recreation, and authorizing the City Manager or designee to execute and submit the application and any related documents required.

### **BACKGROUND**

The Land and Water Conservation Fund (LWCF) is a federally funded grant program administered in California by the Department of Parks and Recreation. It provides matching grants to local governments for the acquisition or development of public outdoor recreation areas and facilities. The program's purpose is to preserve, develop, and assure access to outdoor recreation resources for current and future generations.

The City of Pinole is preparing an application for LWCF funding to support the rehabilitation of two key recreation assets:

- The Caretaker's House, a historic structure in need of repair and adaptive reuse to support outdoor public programming; and
- The Dog Park, which requires accessibility, safety, and amenity improvements to better serve the community.

These projects align with the LWCF's goals to improve access and enjoyment of public open spaces and will preserve recreational use and community heritage.

### **REVIEW AND ANALYSIS**

The LWCF program operates on a competitive basis and requires that applicants:

- Submit a full application by August 5, 2025;

- Demonstrate project readiness and local match funding (on a 50/50 reimbursement basis);
- Comply with federal and state requirements, including CEQA and the National Environmental Policy Act (NEPA), as applicable;
- Ensure long-term protection of funded sites for outdoor recreation use.

If awarded, the grant would help the City revitalize two aging amenities. The Caretaker's House, currently an aging and unusable facility, would be rehabilitated to provide the community with a historically revitalized space supporting outdoor recreation opportunities, educational programs, volunteer coordination, and other community-serving activities. This project would preserve the site's historic character while transforming it into a functional space for residents to gather, learn, and enjoy outdoor activities.

The Dog Park would benefit from improvements such as enhanced ground surfacing, new activity features for dogs and their owners, upgraded fencing, accessible paths, hydration stations, shaded seating, and other ADA-compliant amenities. Additionally, the project would establish a community garden to address food insecurity, promote sustainable food production, and offer educational programming in which community members can actively participate.

Adoption of the proposed resolution will authorize the City Manager or designee to submit the application and all related documentation on behalf of the City.

Applying for grant funding is not a "project" under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(4), as it involves fiscal and administrative activity that does not result in a physical change to the environment. Any specific project funded through the LWCF would undergo the appropriate CEQA review before implementation.

### **FISCAL IMPACT**

There is no immediate fiscal impact to the General Fund associated with this action. If the grant is awarded, a 50% local match will be required, which is currently allocated in the CIP.

### **ATTACHMENTS**

A. Resolution

## **RESOLUTION NO. 2025-XX**

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE LAND AND WATER CONSERVATION FUND (LWCF) PROGRAM THROUGH THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AND SUBMIT ALL RELATED DOCUMENTS**

**WHEREAS**, the Land and Water Conservation Fund (LWCF) is a federally funded grant program administered in California by the Department of Parks and Recreation, which provides matching grants to local governments for the acquisition or development of public outdoor recreation areas and facilities; and

**WHEREAS**, the City of Pinole seeks to improve and rehabilitate local recreation resources consistent with the LWCF's goals of preserving, developing, and assuring access to outdoor recreation resources for current and future generations; and

**WHEREAS**, the City of Pinole is preparing an application to request LWCF funding to support the rehabilitation and adaptive reuse of the historic Caretaker's House to enable outdoor programming, educational opportunities, and community-serving activities; and

**WHEREAS**, the City of Pinole also proposes improvements to the Dog Park, including enhanced ground surfacing, new amenities and activity features, accessible paths, fencing, shaded seating, hydration stations, ADA-compliant upgrades, and the creation of a community garden to address food insecurity, promote sustainable food production, and provide educational programming; and

**WHEREAS**, adoption of this Resolution will authorize the City Manager or designee to execute and submit the application and any related documents required to complete the grant process; and

**WHEREAS**, the City Council finds that submitting this application is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(4), as it constitutes fiscal and administrative activity that will not result in a direct physical change to the environment, with any specific projects funded through the LWCF subject to future CEQA review before implementation.

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

**SECTION 1:** Authorizes the City of Pinole to apply for funding from the Land and Water Conservation Fund (LWCF) Program through the California Department of Parks and Recreation; and

**SECTION 2:** Authorizes the City Manager or designee to execute, submit, and certify the application, and to execute and submit all other documents and agreements necessary to complete the grant process on behalf of the City; and

**SECTION 3:** Authorizes the City Manager or designee to take any other actions necessary to facilitate the grant application, acceptance, and implementation consistent with all applicable laws and regulations.

**PASSED AND ADOPTED** at a regular meeting of the Pinole City Council held on the 15<sup>th</sup> day of July 2025 by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

---

Heather Bell, CMC  
City Clerk



## CITY COUNCIL REPORT

**10.A.**

**DATE:** JULY 15, 2025

**TO:** MAYOR AND COUNCIL MEMBERS

**FROM:** Lilly Whalen, Community Development Director, 510-724-9832,  
lwhalen@pinole.gov

**SUBJECT:** CONDUCT A PUBLIC HEARING AND ADOPT A RESOLUTION APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY QUALIFIED 501(C)(3) BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$65,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, REHABILITATION, IMPROVEMENT AND EQUIPPING OF BAYSIDE APARTMENT HOMES AND CERTAIN OTHER MATTERS RELATING THERETO

### **RECOMMENDATION**

Staff recommends that the City Council take the following actions:

- 1) Conduct the public hearing under the requirements of Tax and Equity Fiscal Responsibility Act ("TEFRA") and the Internal Revenue Code of 1986, as amended (the "Code").
- 2) Adopt the Resolution (Attachment A) approving the issuance of the Bonds by the California Municipal Financing Authority ("CMFA") for the benefit Step Up Housing, a California nonprofit public benefit corporation through a special purpose entity (together, the "Borrower"), to provide for the financing of the Project. Such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).

### **BACKGROUND**

The Borrower requested that CMFA serve as the municipal issuer of bonds in an aggregate principal amount not to exceed \$65,000,000 of qualified 501(c)(3) bonds (the "Bonds"). The proceeds of the Bonds will be used to finance or refinance the acquisition, rehabilitation, improvement and equipping of a multifamily rental housing project located at 530 Sunnyview Drive, Pinole, California.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Pinole must conduct a duly noticed public hearing (the "TEFRA Hearing") providing the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Following the close of the TEFRA Hearing, the City Council must provide its approval of the issuance of the Bonds for the financing of the Project.

CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to

promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 350 municipalities have become members of CMFA.

CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. CMFA's representatives and its Board of Directors have considerable experience in bond financings.

## **REVIEW AND ANALYSIS**

The Bonds to be issued by CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the Borrower.

There are no costs associated with membership in CMFA and the City will in no way become exposed to any financial liability by reason of its membership in CMFA. In addition, participation by the City in CMFA does not impact the City's appropriations limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFRA hearing and adopting the required resolution no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

## **FISCAL IMPACT**

The California Foundation for Stronger Communities—a nonprofit public benefit corporation—serves as the Board of Directors for the California Municipal Finance Authority (CMFA). As part of its conduit financing activities, CMFA allocates a portion of its issuance fees to member agencies and donates another portion to the Foundation in support of local charities.

With respect to the City of Pinole, it is expected that that a portion of the issuance fee attributable to the City will be granted by CMFA to the General Fund of the City. Such grant may be used for any lawful purpose of the City.

To provide an example, following the 2023 TEFRA hearing for the Satellite Affordable Housing Associates (SAHA) project at 811 San Pablo Avenue (Valor Village), the City received \$10,265.47—representing 25% of the initial issuance fees from SAHA's \$30 million tax-exempt bond issuance.

## **ATTACHMENTS**

A. Resolution

## **RESOLUTION NO. 25-XXXX**

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY QUALIFIED 501(C)(3) BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$65,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, REHABILITATION, IMPROVEMENT AND EQUIPPING OF BAYSIDE APARTMENT HOMES AND CERTAIN OTHER MATTERS RELATING THERETO**

**WHEREAS**, Step Up Housing, a California nonprofit public benefit corporation through a special purpose entity (together, the “Borrower”) has requested that the California Municipal Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986 (the “Code”) in one or more series issued from time to time, including bonds issued to refund such qualified 501(c)(3) bonds in one or more series from time to time, and at no time to exceed \$65,000,000 in aggregate principal amount (the “Bonds”), to finance or refinance the acquisition, rehabilitation, improvement and equipping of a multifamily rental housing project located at 530 Sunnyview Drive, Pinole, California (the “Project”); and

**WHEREAS**, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City of Pinole (the “City”) because the Project is located within the territorial limits of the City; and

**WHEREAS**, the City Council of the City (the “City Council”) is the elected legislative body of the City and is one of the “applicable elected representatives” required to approve the issuance of the Bonds under Section 147(f) of the Code; and

**WHEREAS**, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the “Agreement”), among certain local agencies, including the City; and

**WHEREAS**, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

**WHEREAS**, the public hearing was held on July 15, 2025, and an opportunity was provided for interested persons to express their views on the issuance of the Bonds and on the nature and location of the Project;

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

Section 1. The foregoing recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.



Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 6. This resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Pinole held on the 15th 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 15th day of July, 2025.

---

Heather Bell, CMC