



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 *AMENDED AGENDA

October 21, 2025

5:00 PM

***Amended to add Item 9J and 4A**

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

OR

Attend VIA ZOOM TELECONFERENCE – Details provided below

How to Submit Public Comments:

In Person:

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

Via Zoom:

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

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

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

Webinar ID: 893 3500 0272

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

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

When the Mayor opens the comment period for the item you wish to speak on, please use the “raise hand” feature (or press *9 if connecting via telephone) which will alert staff that you have a comment to provide and press *6 to unmute. To comment with your video enabled, please let the City Clerk know you would like to turn your camera on once you are called to speak.

Written Comments:

All comments received **before 3:00 pm the day of the meeting** will be posted on the City’s website on the agenda page (Agenda Page Link) and provided to the City Council prior to the meeting. Written comments will not be read aloud during the meeting. **Email comments to comment@pinole.gov** Please indicate which item on the agenda you are commenting on in the subject line of your email.

OTHER WAYS TO WATCH THE MEETING

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

VIDEO-STREAMED LIVE ON THE CITY'S WEBSITE, 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-Spears at (510) 724-8928 or hbells@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. You may also contact the City Clerk via e-mail at hbells@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 Manager

B. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

Agency designated representatives: City Manager, Kelcey Young, Human Resources Director, Stacy Shell, Finance Director, Markisha Guillory, and Gregory Ramirez, IEDA
Employee organizations: The Pinole Police Employees Association (PPEA)

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

6. CITIZENS TO BE HEARD (Public Comments)

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

7. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

B. Mayoral & Council Appointments

1. City Council Procedures Subcommittee

2. Emergency Operations Plan (EOP) Subcommittee

- C. City Council Committee Reports & Communications
- D. Council Requests for Future Agenda Items
- E. City Manager Report / Department Staff
- F. City Attorney Report

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

A. **Proclamations**

- 1. Code Enforcement Officer Week
- 2. Hispanic Latinix Heritage Month
- 3. LGBTQ+ History Month
- 4. Breast Cancer Awareness Month
- 5. Indigenous Peoples' Day
- 6. Filipino History Month
- 7. Larry Itliong Day

B. **Presentations**

- 1. Community Development Department ADU Outreach & Implementation Intern Estrella Silva's Presentation on Summer Internship
- 2. Presentation from the Coalition for a Just and Equitable California -Chris Lodgson
- 3. Flood Forecasting Tool and Flood Control- Mark Boucher, PE

9. **CONSENT CALENDAR**

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

- A. Approve the Minutes of the Regular City Council Meeting on September 16, 2025.
- B. Receive the September 13, 2025 - October 17, 2025, List of Warrants in the Amount of \$2,591,091.93, the September 26, 2025 Payroll in the Amount of \$576,725.41, and the October 10, 2025 Payroll in the Amount of \$565,385.74.
- C. Adopt Resolutions to Fix the Employer's Contribution at an Equal Amount for Employees and Annuitants Under the Public Employees' Medical and Hospital Care Act With Respect to Elected Officials, Management, Confidential, American Federal State County and Municipal Employees (AFSCME) Union Locals 1 and 512, and International Association of Fire Fighters (IAFF) Union **Action: Adopt Resolutions per Staff Recommendation (Stacy Shell)**

- D. Adopt a Resolution to Approve Master Salary Schedule Updates **Action: Adopt a Resolution per Staff Recommendation (Stacy Shell, Charlene Davis)**
- E. Placement Of Liens For Delinquent Unpaid Waste Collection Charges Falling Delinquent Between September And December 2025, Considered At An Administrative Hearing On October 2, 2025 **Action: Adopt Resolution per Staff Recommendation (Roxane Stone)**
- F. Public Convenience Necessity for Quick Mart located at 1477 Fitzgerald Drive, Suite 107 **Action: Adopt Resolution per Staff Recommendation (David Hanham)**
- G. Adopt a Resolution to Authorize the Receipt and Expenditure of \$187,253 in Board of State and Community Corrections - Byrne State Crisis Intervention Program (BSCC - Byrne SCIP) Grant Funds **Action: Adopt Resolution Per Staff Recommendation (Melissa Klawuhn)**
- H. Public Convenience Necessity for Yo Sushi located at 2432 San Pablo Avenue **Action: Adopt Resolution per Staff Recommendation (David Hanham)**
- I. Amendment to the City of Pinole Conflict of Interest Code **Action: Adopt Resolution per Staff Recommendation (Heather Bell)**
- J. Approve Amendment to Cityzen Solutions Inc. Contract for Public Engagement Software **Action: Adopt Resolution per Staff Recommendation (Kelcey Young)**

10. PUBLIC HEARINGS

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

- A. Introduction and First Reading of an Ordinance to Adopt the 2025 California Building Standards Code and Update the City's Building and Fire Code **Action: Introduce and Waive First Read of Ordinance (Keith Marks)**
- B. Conduct A Public Hearing And Adopt A Resolution Ordering The Levy And Collection Of The Annual Assessments For The Pinole Valley Road Landscape And Lighting Assessment District Of Fiscal Year 2025/26 **Action: Conduct Public Hearing and Adopt Resolution per Staff Recommendation (Heba El-Guindy)**

11. OLD BUSINESS

- A. None

12. NEW BUSINESS

- A. 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 November 4, 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-Spears, CMC

City Clerk

POSTED: Friday, October 17, 2025 at 3:05 pm



CITY COUNCIL REPORT

7.B.1.

DATE: OCTOBER 21, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Heather Bell, City Clerk, hbell@pinole.gov
SUBJECT: CITY COUNCIL PROCEDURES SUBCOMMITTEE

RECOMMENDATION

Staff recommends that the City Council appoint a subcommittee of two councilmembers to review City Council procedures.

BACKGROUND

Traditionally, each December, the City Council reviews its procedures during a Council meeting agenda item brought forward by the City Clerk. Any suggested revisions made by the Council and/or staff are reviewed, discussed and voted upon. Approved changes are then incorporated into the resolution setting forth the procedures which is brought back to the next City Council meeting for final approval.

City of Pinole staff recently completed a draft City Council Handbook to assist the City Council by documenting currently accepted practices. The Handbook is intended to help new Councilmembers orient themselves to their new role, provide an overview of the council/staff relations, outline responsibilities and to provide other relevant resources. While attempting not to be overly restrictive, procedures are established so that expectations and practices can be clearly articulated to guide Councilmembers in their actions.

REVIEW AND ANALYSIS

City staff would like to recommend revisions to the City Council procedures to address the following:

- 1) Updated public meeting procedural mandates in response to the newly passed legislation, SB 707.
- 2) Improved language for addressing disruptive behavior and enforcement of decorum during City Council meetings.

A subcommittee of the City Council would be useful to staff as it could provide feedback on these procedural concerns, as well as the policy-related sections of the draft Council Handbook before the documents are brought back to the full City Council for approval.

The scope of the ad hoc subcommittee would be limited to these topics and it is anticipated that the subcommittee could complete the work in 2-3 months.

The City Clerk and City Attorney would support the subcommittee and any recommendations would be reviewed by the City Manager before being presented to the full City Council and public at a future meeting.

FISCAL IMPACT

There is no fiscal impact associated with creation of the subcommittee.

ATTACHMENTS

None



Proclamation

CODE ENFORCEMENT OFFICER APPRECIATION WEEK OCTOBER 13-17, 2025

WHEREAS, the State of California has designated the second week of October as Code Enforcement Officer Appreciation Week to honor professionals who protect community health, safety, and welfare; and

WHEREAS, Code Enforcement Officers play a vital role in maintaining the quality of life in Pinole by enforcing local, state, and federal laws related to building, zoning, housing, and environmental safety; and

WHEREAS, these dedicated officers perform their duties with professionalism and integrity, balancing enforcement with education and compassion for residents; and

WHEREAS, their work helps keep neighborhoods safe and welcoming, supports well-maintained spaces for all residents, employees, businesses and visitors, and fosters community pride throughout Pinole; and

WHEREAS, communities increasingly rely on their expertise to address complex issues such as property maintenance, nuisance abatement, and community safety; and

WHEREAS, the City of Pinole's Code Enforcement Division—staffed by one Certified Code Enforcement Officer and one part-time seasonal Weed Abatement Officer—conducted more than 1,500 inspections and resolved nearly 450 cases in Fiscal Year 2024–25, addressing unmaintained vegetation, building violations, and public nuisances; and

WHEREAS, the City Council wishes to express its deep appreciation for their vital work in keeping Pinole's neighborhoods safe, clean, and welcoming for all.

NOW, THEREFORE, I, CAMERON SASAI, MAYOR of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council and the entire City of Pinole, do hereby proclaim **October 13-17, 2025, and annually thereafter, be known as CODE ENFORCEMENT OFFICER APPRECIATION WEEK** in the City of Pinole. I urge all residents to recognize and appreciate our Code Enforcement Staff's dedication to keeping our neighborhoods safe, well-maintained, and vibrant through their expert enforcement of housing, zoning, and nuisance laws.

CAMERON SASAI
MAYOR of the City of Pinole



Dated: October 21, 2025



Proclamation

NATIONAL HISPANIC/LATINX HERITAGE MONTH SEPTEMBER 15-OCTOBER 15, 2025

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

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

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

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

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

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

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

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

WHEREAS, the 2025 theme for Hispanic/Latinx Heritage month is "Collective Heritage: Honoring the Past, Inspiring the Future"; and

WHEREAS, María Alegría was elected to the Pinole City Council in 1992, made history as the first Latina Mayor of the City of Pinole, and was elected as the first Latina President of the League of California Cities, succeeding Senator Alex Padilla, who formerly served as President of the the Los Angeles City Council and was elected as the first Latino President of the League; and

WHEREAS, Gabriel Sandoval, who served as District Representative for State Senators Nancy Skinner and Jesse Arreguín, was appointed to the Pinole Planning Commission in 2023 and made history as the youngest Latino Chair of the City's Planning Commission; and

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

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

NOW, THEREFORE, I, CAMERON SASAI, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council and the City of Pinole proclaim September 15th-October 15th 2025 as **NATIONAL HISPANIC/ LATINX HERITAGE MONTH** and invite the City to utilize this proclamation as an opportunity to reflect on the rich culture, history, and contributions of Hispanic/Latinx peoples to the enrichment of the City of Pinole and acknowledge the crucial role they play in shaping our country.

CAMERON SASAI Mayor of the City of
Pinole





Proclamation

LGBTQ+ HISTORY MONTH OCTOBER 2025

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

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

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

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

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

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

WHEREAS, the 2025 theme is "Activism and Social Change". This theme celebrates the contributions of LGBTQ+ individuals who have advocated for social progress and equality, driving change and creating a more inclusive society; and

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

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

WHEREAS, LGBTQ+ History Month now also includes Ally Week, during which students are encouraged to be allies with LGBTQ+ members and stand up against bullying, Spirit Day on October 20, on which the color purple is worn in solidarity with LGBTQ+ youth, and the death anniversary of Matthew Shepard, a 21-year-old who was murdered in a hate crime on October 12, 1998.

NOW, THEREFORE, I, CAMERON SASAI, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the Pinole City Council do hereby proclaim **OCTOBER 2025** as **LGBTQ+ HISTORY MONTH** in the City of Pinole and urge all citizens to recognize the achievements of the LGBTQ+ community, and to celebrate the great diversity of all people.

CAMERON SASAI
MAYOR of the City of Pinole



Dated: October 21, 2025



Proclamation

BREAST CANCER AWARENESS MONTH OCTOBER 2025

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

***WHEREAS,** in 2025, an estimated 316,950 women and 2,800 men will be diagnosed with invasive breast cancer; and*

***WHEREAS,** this year, and estimated 42,170 women will die from breast cancer in the United States; and*

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

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

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

***WHEREAS,** after three weeks of stepping into her role as Chief of Police, Melissa Klawuhn received a life-changing diagnosis: breast cancer; and*

***WHEREAS,** while navigating the challenges of treatment, she continues to serve with integrity, compassion, and unwavering dedication to our community and officers.*

***NOW, THEREFORE, I, CAMERON SASAI,** Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the Pinole City Council proclaim **OCTOBER 2025** as **BREAST CANCER AWARENESS MONTH** in the City of Pinole, and honor Chief Klawuhn and all the fighters, survivors, and families affected by breast cancer.*

CAMERON SASAI
MAYOR of the City of Pinole



Dated: October 21, 2025



Proclamation

INDIGENOUS PEOPLES' DAY OCTOBER 13, 2025

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, I, CAMERON SASAI, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council and the City of Pinole, do proclaim **OCTOBER 13, 2025**, as **INDIGENOUS PEOPLES' DAY** in the City of Pinole, and encourage all citizens to honor the perseverance and courage of Indigenous peoples, show our gratitude for the myriad contributions they have made to our world, and renew our commitment to respect Tribal sovereignty and self-determination.

CAMERON SASAI
MAYOR of the City of Pinole

Dated: October 21, 2025





Proclamation

FILIPINO AMERICAN HISTORY MONTH OCTOBER 2025

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, Rob Bonta was elected as the first Filipino American to serve in the California State Legislature and the Office of the California Attorney General, and in January 2025 officiated the inauguration of Cameron Sasai as the City's first Filipino American Mayor; and

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

NOW, THEREFORE, I, CAMERON SASAI, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council and the City of Pinole, do hereby proclaim **October 2025** as **FILIPINO AMERICAN HISTORY MONTH** in the City of Pinole and call on all citizens to observe this month with appropriate programs, ceremonies, and activities.



CAMERON SASAI
MAYOR of the City of Pinole





Proclamation

LARRY ITLIONG DAY OCTOBER 25, 2025

WHEREAS, Larry Itliong was born on October 25, 1913, in San Nicolas, Pangasinan, Philippines, and immigrated to the United States in 1929 at the age of 15 to work as a migrant laborer in Alaska and on the West Coast; and

WHEREAS, Itliong helped establish the Alaska Cannery Workers Union, advocating for fair wages, safer conditions, and an eight-hour workday with overtime, marking one of the earliest victories for Filipino American laborers in the United States; and

WHEREAS, after serving in World War II, Itliong continued his labor organizing in California's Central Valley and, alongside Rudy Delvo and Philip Vera Cruz, helped organize the 1948 asparagus strike, the first major agricultural strike following WWII; and

WHEREAS, in 1965, Itliong led the Agricultural Workers Organizing Committee (AWOC) in calling a grape strike in Delano, California, and soon after joined forces with Cesar Chávez, Dolores Huerta, and the National Farm Workers Association, beginning the historic Delano Grape Strike and Boycott that brought national attention to farmworker rights; and

WHEREAS, through his leadership and vision, Itliong recognized the power of unity across racial, cultural, and linguistic lines, helping to establish the United Farm Workers (UFW), and advancing the labor movement for generations of workers; and

WHEREAS, Itliong and his fellow Filipino "Manongs" helped build the Paolo Agbayani Village in Delano to provide retirement housing and dignity for aging Filipino farmworkers who had sacrificed their lives in the fields; and

WHEREAS, the State of California recognizes October 25 as Larry Itliong Day, honoring his pivotal contributions to the labor and civil rights movements; and

WHEREAS, the City of Pinole joins in honoring Larry Itliong's enduring legacy of courage, solidarity, and justice, and acknowledges his profound impact on the Filipino American community and the broader struggle for equity and workers' rights; and

WHEREAS, Chef Jonny Itliong, the son of legendary labor leader Larry Itliong, joined the Pinole community on October 11, 2025 to accept the city's first Larry Itliong Day Proclamation; and

WHEREAS, it is necessary to instill in our youth the importance of education, labor history, and heritage in creating informed citizens and proud community leaders who carry forward the values of justice and unity embodied by Larry Itliong.

NOW, THEREFORE, I, CAMERON SASAI, Mayor of the City of Pinole, County of Contra Costa, State of California, on behalf of the City Council and the City of Pinole, do hereby proclaim **October 25, 2025** as **LARRY ITLIONG DAY** in the City of Pinole and call on all citizens to observe this month with appropriate programs, ceremonies, and activities that honor his life and legacy.

CAMERON SASAI
MAYOR of the City of Pinole

Dated: October 21, 2025



**CITY COUNCIL MEETING
MINUTES
September 16, 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 5:00 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
Heather Bell, City Clerk
Eric Casher, City Attorney
Lilly Whalen, Community Development Director
Heba El-Guindy, Public Works Director
Chayne Zavisza-Hollis, Housing Development and Outreach Intern
Raim Arellano, GIS & Urban Planning Intern
Jared Murti, Housing Fellow
Roxane Stone, Deputy City Clerk

City Clerk Heather Bell announced the agenda had been posted on September 11, 2025 at 4:00 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 REAL PROPERTY NEGOTIATORS

Gov. Code § 54956.8

Property: APN: 2101 Pear Street, Pinole, CA 94564-1797/APN: 401-163-004-5

Agency representative: City Manager Kelcey Young

Negotiating Party: American Postal Infrastructure Partners, LLC

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

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

At 6:17 p.m., Mayor Sasai reconvened the meeting into open session. There was no reportable action from the 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.

Dan O'Shea, a retired teacher from Pinole Valley High School (PVHS), reported PVHS would host the Wall of Fame Committee, which had not been held for the past 13-years for a number of reasons, and he hoped Pinole Community Television (PCTV) would tape the event as it had in the past. The Wall of Fame recognized the great history of the athletes who had come through PVHS and he asked whether that request could be granted by the City Council.

Mayor Sasai advised he would follow-up with the speaker personally.

Council member Toms asked where tickets were available for the event and who would be honored for this year, and Mr. O'Shea reported a flyer had been posted with an updated QR code. Anyone may contact him for tickets or the current PVHS Athletic Director Tiffany Valdehueza may be contacted. Twelve athletes and three coaches would be honored this year.

7. REPORTS & COMMUNICATIONS

A. Mayor Report

1. Announcements

Mayor Sasai reported he had attended a WestCat Board of Directors meeting with the community survey initiative, WestCat Evolution discussed and with the presentation available on the WestCat website or he could be contacted for a copy. The consultant recommendations about adjustments to WestCat routes had also been made available with more information to come.

Mayor Sasai also reported the City of Pinole had recently been awarded the Clean California Designation, one of 30 cities to receive the award, and he thanked everyone involved in the various cleanup events in the City.

B. Mayoral & Council Appointments

1. Community Services Commission

City Clerk Bell presented the staff report dated September 16, 2025. She recommended the City Council approve the recommendation of the Interview Subcommittee and appoint Romilda Avila, Lil Milagro Henriquez and Nataliah Cornejo-Ayers to the Community Services Commission, for a term of two years.

PUBLIC COMMENTS OPENED

Rafael Menis, commented the application for Lil Milagro Henriquez had a few parts that seemed to be missing but what was there appeared to be well written. The résumé for Romilda Avila had been very impressive and he had not seen that level of professionalism previously for the Community Services Commission.

Mayor Pro Tem Tave thanked all of the candidates who applied and who had taken their time to interview. There had been seven people interested in serving on the Community Services Commission with good backgrounds and professional experience and he encouraged those who had not been selected to consider applying to other City Commissions/Committees.

Council member Martinez-Rubin was pleased to be a part of the Interview Subcommittee and pleased to see the level of commitment the candidates selected had prior to their interest in being involved in the City. She looked forward to their contributions to the City as volunteers, and she appreciated their enthusiasm that would add a new dynamic on the Commission that would inspire all.

Mayor Sasai thanked the Interview Subcommittee for its work. He appreciated the recommendations.

PUBLIC COMMENTS CLOSED

ACTION: Motion by Council members Toms/Murphy to approve the recommendation from the Interview Subcommittee and appoint Romilda Avila, Lil Milagro Henriquez and Nataliah Cornejo-Ayers to the Community Services Commission, for a term of two years.

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

C. City Council Committee Reports & Communications

Mayor Pro Tem Tave reported football season was in full effect at PVHS. He had attended a recent game and encouraged the community to attend a home game. He also reported the PVHS band program had some funding issues with the West Contra Costa Unified School District (WCCUSD) and he encouraged people to reach out to Ward 1 Trustee Jamela Smith-Folds, the City of Pinole's representative to the WCCUSD to have a conversation if there were any opportunities to partner with the WCCUSD to keep the music program running. He also understood there had been some issues with accessibility for the elderly to use the restrooms at the soccer fields and he asked the City to consider exploring Porta-Potties during game time. He had spoken to the City Manager about this issue and had discussed possible solutions.

Mayor Pro Tem Tave also reported the community had enjoyed Art Walk, an event he hoped would be considered again in the future, with a suggestion for a Chalk Walk, with murals on the sidewalk, which was another idea to enhance the downtown area.

Council member Martinez-Rubin reported she had attended the WestCat Board meeting and had the pleasure to hear the findings from the survey, open houses and other means of input the consultant had facilitated over several months in an effort for more responsive and efficient operations given the level of current funding and uncertainty around future transportation funding. A copy of the presentation was available on the WestCat website, or anyone could make a request for a recording of the meeting. She highlighted the findings from the survey, open houses and the like at this time. More information would be made available as the consultant provided additional information and incorporated WestCat Board feedback into another service scenario, and there would be continued efforts to seek feedback from the public. More information on Dial-A-Ride, micro transit, school service and how WestCat planned to inform the public of any forthcoming changes whether in the routes or otherwise would also be provided. WestCat met on the second Wednesday evening of each month at 6:30 p.m.

Council member Martinez-Rubin reminded everyone that at the prior City Council meeting, Council member Murphy announced the links bus line that ran from the City of Hercules into the City of San Francisco from one transportation hub to another would offer free service between now and September 29, 2025 in celebration of 20-years of link services.

Council member Murphy thanked Communications Director Fiona Epps and the Mayor for the Memorials Subcommittee meeting with a discussion on how to best honor and preserve the legacy of some important individuals in Pinole.

The Committee would provide suggestions to the City Council on the Memorials Policy that would help the City remain inclusive and intentional about recognizing individuals and events that shaped Pinole.

Council member Murphy also reported the WCCUSD had recently held Listening Sessions to share ideas, feedback and priorities with WCCUSD leadership, and with discussions on school climate around campuses specific to the cities of Pinole and Hercules and a bit of Richmond, local site priorities/development of community gardens at each site and enhancement of pedestrian and safety measures, with a number of representatives from the WCCUSD, cities of Hercules and Pinole leadership and representatives from local schools having attended the listening sessions. The new WCCUSD Superintendent was desirous to maintain school and City partnerships and ensure families remained safe and supportive in enriching educational environments.

Council member Murphy also attended the Firefighter Memorial Ceremony at the Contra Costa County Fire Protection District (CCCFDP) City of Clayton Fire Station, with the gathering having recognized firefighters past and present who had given their lives in the line of duty. Further, he recognized many in the community had provided feedback to staff and the City Council, which collaboration should be valued and shared and with many opportunities for the public to communicate with the City Council.

Council member Toms reported she had attended the Mayors Conference with a presentation from Bike East Bay about programming and education advocacy who reached out to the City of Pinole requesting an opportunity to provide education. At the same meeting, she had been selected as one of three members of the conference to serve on the East Bay Regional Communications System Authority (EBRCSA) Joint Powers Authority (JPA). She had also attended the Ellerhorst Elementary School Student Council Election speeches and met those who were running for office and provided comments. She also reported there would be a pop-up event, Street Eats in the downtown on September 26, 2025, and October 10 and October 24, 2025, from 5:00 to 8:00 p.m.

D. Council Requests for Future Agenda Items

ACTION: Motion by Mayor Sasai/Council member Toms for a proclamation recognizing local restaurant Thai Spice, which would celebrate its 25-year of business in the City of Pinole.

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

E. City Manager Report / Department Staff

City Manager Kelcey Young announced the Coastal Cleanup, September 20, 2025 and Pinole Staff and Community Blood Drive, September 18, 2025 at Pinole Youth Center, with 100 percent of the sign-up goals met and with the City Clerk thanked for putting the event together.

Other events were Coffee with the City Manager, September 26, 2025 from 8:30 to 9:30 a.m. at City Hall and Pinole Street Eats, September 26, 2025 in Old Town Pinole. A 24-hour drive-through walk up ballot box would be located outside of City Hall and open to the public on October 3, 2025 for the Special Election on November 4, 2025, with mail-in ballots to be mailed to voters the same week. Additional events included the Special Olympics Bike the Bridges, October 4, 2025, with interested volunteers being sought to help with the event asked to contact Pinole Police Officer Jennifer Witschi; Halloween National Night Out, October 7, 2025 from 5:00 to 8:00 p.m. at Fernandez Park with Pinole Police Officer Louis seeking volunteers to assist with setting up and participating in the haunted house, and PCTV would have a booth at National Night Out. The Floating Pumpkin Patch on October 18, 2025 was officially sold out and a waiting list was available on-line at pinolerec.com and donations were welcome that could expand capacity. Dumpster Day would be on October 24, 2025 and the Annual Veterans Day event, November 11, 2025 at 11:00 a.m. at Fernandez Park. The City was also working on a webpage as a central location for people to find the most current information on road repairs and previous information and plans on the same webpage, scheduled for publishing by the end of the month, with the webpage to be shared on the City's channels.

On November 20, 2025, a Roads Information Town Hall would be held and cameras had been installed at the Corporation Yard surveilling Bayfront Park to increase security, with multiple City departments thanked for getting the work done. Patrols had also been increased in the area. Further, Kapil Amin, the City's Sustainability Project Manager was congratulated for his nomination and Council member Murphy for winning the Leadership in Sustainability Award for 2025 for Sustainable Contra Costa.

F. City Attorney Report

City Attorney Eric Casher reported during a Closed Session on September 2, 2025 that the City Council had approved the City's participation in a settlement related to the national opioid litigation involving claims against pharmaceutical giant Purdue Pharma, certain Purdue Pharma affiliates and eight other opioid manufacturers. The settlement arose from the consolidated multi-state litigation brought by several states and municipalities throughout the country aimed at holding opioid manufactures and distributors responsible for their role in the national opioid crisis. Those participating in the settlement, including the City of Pinole, would receive a share of the settlement award without expending any time, expenses and resources to directly pursue litigation against the defendants.

The settlement funds were restricted and must be used for specific opioid abatement activities aimed at prevention, intervention, harm reduction, treatment and recovery services. The exact settlement amount was not certain, but it was estimated the City would receive approximately \$46,000 from the proposed Purdue manufacturer settlement. The exact amount to be determined when all eligible settlement participants had been identified and confirmed participation. The City Council had previously authorized the City's participation in similar settlements with other pharmaceutical distributors and manufacturers in 2021. To date, the City has received approximately \$89,000 in settlement funds for those prior settlements. Staff was currently assessing community needs and evaluating potential uses of the settlement funds.

PUBLIC COMMENTS OPENED (Items 7A through 7F)

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

PUBLIC COMMENTS CLOSED

8. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. National Punctuation Day

The City Council read into the record a proclamation recognizing September 24, 2025 as National Punctuation Day, which was presented to Council member Martinez-Rubin who thanked the City Council for the proclamation. In keeping with the interest in keeping proper punctuation and serve the City, she commented that a former National Punctuation website had identified improper punctuation on city signs. If someone saw something that was misspelled on a City sign, she encouraged it to be brought to the attention of the City.

2. Fire Prevention Week

The City Council read into the record a proclamation recognizing October 5 through 11, 2025 as National Fire Prevention Week, with the proclamation presented to representatives from the Contra Costa County Fire Protection District (CCCFPD) present in the audience.

CCCFPD Chief Lewis Broschard recognized the proclamation had outlined the steps each resident should pay attention to given an increase in fires related to lithium-ion batteries, not just from Tesla's but in garages and where housing was tight and compact, with severe consequences from such fires in London and New York. This was an emerging issue for the CCCFPD since those types of batteries posed a significant threat to the occupants of a home or residence, and present significant threats to the health of firefighters due to toxic gases. The CCCFPD had fire personnel who worked on Statewide Task Forces given the importance to educate CCCFPD personnel, and also working with the public on local legislation and controls to keep everyone safe. He thanked the City Council for the proclamation and the specificity included in the proclamation and hoped people would heed those words to keep themselves and their families safe.

3. California Firefighters' Memorial Day

The City Council read into the record a proclamation recognizing October 4, 2025 as California Firefighters' Memorial Day.

PUBLIC COMMENTS OPENED (Item 8)

CCCFPD Chief Broschard thanked the City Council for the proclamation and emphasized the difficulty of having a firefighter lose their life in the line of duty and the effort to honor those fallen in various ways and in various locations. He had visited the annual California Firefighters' Memorial Day ceremony in Sacramento, which was located on the east side of the State Capital. It was a stirring and moving monument recognizing the names of those fallen, whether on-duty at a fire scene or having succumbed to the number one killer of firefighters; cancer.

Chief Broschard highlighted his attendance at the ceremony in 2024, and reported there would be no names added to the wall this year, but he encouraged everyone to visit the memorial. He thanked the City Council for recognizing Pinole firefighters. At this time, he invited CCCFPD Chief Jim Brooks and the crew from Fire Station #73 to accept the proclamation.

PUBLIC COMMENTS CLOSED

B. Presentations

1. Contra Costa County Fire Protection District – Chief Lewis Broschard

CCCFPD Chief Broschard provided a PowerPoint presentation that included an overview of the Rodeo-Hercules Protection District Annexation as of July 1, 2025, and which consisted of 37 fire stations including Byron Wildland Fire Center, 41 companies and over 670 firefighters and professional staff. He also highlighted the Fourth of July CCCFPD statistics for 2024 and 2025; Copter 1, Aerial Firefighting efforts from June 1 to July 31, 2025; the work of the Type 6 Engine, a four-wheel drive, which could support remote areas, use 400 gallons of water and a 170 GPM pump; total calls for service from January to July 2025 and the City of Pinole Call Types for the period of June and July 2025. Also highlighted was September National Preparedness Month. In addition, the CCCFPD Annual District-Wide Open House would be held on October 11, 2025 at the CCCFPD Training Campus at 2945 Treat Boulevard, Concord, with everyone welcomed and with a pancake breakfast to kick-off the event.

Responding to questions from the City Council, CCCFPD Chief Broschard clarified the following:

- The CCCFPD did not attempt to recoup costs from insurance companies for response calls to car accidents but if it involved a known Driving under the Influence (DUI) arrest they may, but for their regular systemic process they did not. (Toms)
- Confirmed he had visited the Eaton Fire community and had been floored by the devastation to the community. The wind from the event enabled the fire to destroy what it wanted due to the hot embers lodging in targets of opportunity. He detailed two success stories from the Eaton Fire; one involved a new home built to Chapter 7A standards of the California Building Code (CBC), (which was due to change in January 2026) and a smaller home built in the 1950s or 1960s, which had been landscaped entirely with concrete and designed equivalent to Zone Zero standards. Everything around the two homes had been lost. (Mayor Pro Tem Tave)
- Clarified executive orders from the Governor to the State Board of Forestry about new regulations on Zone Zero and new hardening, with the agency to meet soon to discuss the status of the deliberation process of new regulations. It was hoped the agency would consider a package of necessary regulations. Detailed travels across the country and attendance at Webinars to become educated on these matters and attendance at a recent Town Hall with Congressman Mark DeSaulnier and discussions of how one's home must stand on its own, be a fortress from embers cast about and without firefighter intervention given the limited resources, which was true for many wildfires occurring across the state and the country. Also detailed the efforts to secure grants for low-income households to be able to participate and adhere to regulations. (Mayor Pro Tem Tave)

- Recognized concerns with the insurance quagmire, understood Firewise communities offered discounts and enabled homes to be insured rather than canceled. Suggested if proposed steps were taken and followed through on defensible space, including Zone Zero and home hardening regardless of the insurance issue, a home had a very high likelihood of surviving a wind driven ember cast event. (Mayor Pro Tem Tave)
- Acknowledged appreciation for the transparency in the data. (Murphy)
- Highlighted the resources available to educate the public on what people should be doing to protect one's home from wildfire, but acknowledged there was little enforcement unless property was located in a High Fire Hazard Severity Zone. While most recommended regulations were not enforceable, it was hoped new regulations would be closer to what insurance companies were requiring and it was important to provide education that was consistent with accurate information, which was important on the part of the CCCFPD and its partners. If the Board of Forestry did not consider a new package of regulatory regulations, an educational campaign on Best Practices could be started, and while it could not be enforced under the current standards, Fire Chiefs sought regulations consistent across the state to ensure everyone was doing the same thing. (Mayor Sasai)
- Clarified there may be potential new regulations in the CBC that would become effective January 1, 2026, with the other regulations to be add-ons for the already built environment. Enforceability would likely fall onto the fire jurisdictions. (Mayor Sasai)

PUBLIC COMMENTS OPENED

Rafael Menis, referenced the PowerPoint presentation and commented on the cross comparison of the Pinole Call Types between June and July 2025, with almost the same range on the extract axis for the number of events but with the data appearing slightly different between the two charts. Asked in the future that the information be such that it would be easier to make a direct one to one visual comparison. Also referenced the enforceability of regulations in the High and Very High Fire Hazard Severity Zones and asked why all of the City of Pinole had been shifted from the Very High to the Moderate Fire Hazard Severity Zone.

CCCFPD Chief Broschard expressed the willingness to look at the data and how it was being presented for the next presentation. With regards to communities being up or downgraded with respect to the Fire Hazard Severity Zones, he stated that was a CAL FIRE methodology, which looked at fire history, newer modeling technology, and in some cases a determination was made that the risk was not as advertised, and in some cases that the designation had gone up or down. The CCCFPD was not allowed to opine whether it agreed with the CAL FIRE determination and therefore had not entertained that process.

Anthony Vossbrink, suggested the City and the County should be more transparent with each other and the community. Over the past month if not longer there had been several issues raised by seniors and other members of the community about dangerous fire hazards that presented themselves in the community and were public safety issues. As an example, the Pinole Creek Restaurant near Fire Station #73 and located in the center of town, had issues which had been raised with City staff and members of the CCCFPD by the senior community and a member of the Planning Commission, who had pushed for the City to red-tag the property.

Mr. Vossbrink asked why it had taken so long before the property was red-tagged and the property owner held responsible for dead trees on the property. Also, there was a dead tree on City property, another dead tree on the fire access road on Galbreth Road and dead trees on the Adobe Road Trail behind the caretaker's house that were all fire hazards and needed to be remediated. Although issues had been brought to the attention of the City and members of Fire Station #74, both parties had stated it was not their department/job.

PUBLIC COMMENTS CLOSED

The City Council thanked CCCFPD Chief Broschard for the presentation.

CCCFPD Chief Broschard stated in response to Council member Martinez-Rubin that there was some misconception that a property was "okay" if located in a Moderate Fire Hazard Severity Zone, but that did not mean one should not follow Best Practices. He strongly encouraged following through with Zone Zero and home hardening methods even if a property was located in a lower zone such as a Moderate Fire Hazard Severity Zone.

Council member Martinez-Rubin reported she had the opportunity to visit Southern California and the Altadena area. Having viewed some of the streets that were open to the public, she saw some homes had been completely missed by the fire and she could see why that had been the outcome because of aesthetics and landscaping and she understood why changes needed to be made given the shift in climate conditions. She also recognized that the wind was challenging for fighting fires. As such, encouraging people to shift from the use of bark/mulch to stone in front yards and/or encouraging Homeowner's Associations (HOAs) to do the same should be done in an effort to save lives and homes.

CCCFPD Chief Broschard again thanked the City Council for the proclamations and the partnerships.

2. Community Development Department Intern Presentation

Community Development Director Lilly Whalen introduced two of the three summer Community Development Interns who would make a presentation on the Community Development Department. She commented on the strong interest in the intern positions with over 150 applications received. There had been a focus on seeking students currently in a college program or graduate of a college program, who had a focus on urban studies or city planning with a focus on housing. She commended the work of the three interns as thoughtful, independent, collaborative and innovative and she found each individual displayed wonderful public service traits.

Chayne Zavisza-Hollis, Housing Development and Outreach Intern, provided a PowerPoint presentation which included an overview of her background studying urban studies at U.C. Berkeley and the creation of a Housing Development Outreach Toolkit, with the toolkit to simplify future outreach and where staff could copy, paste, send, print or mail to track interest and responses for each for future research. Another project highlighted was the Comprehensive Property Database of City-owned properties in Pinole, with an interactive web mapping application displayed along with the highlights of the key features of the database.

The advantages of the database would provide easy navigation and use for a wide variety of audience and purposes and would enable future development to increase Pinole's housing supply and vibrancy. The toolkits would allow the City to fill vacancies and underdeveloped spaces to create a bustling and vibrant cityscape for all to enjoy.

Responding to questions from the City Council, Intern Zavisza-Hollis clarified the following:

- Detailed attendance at a summer course in three-dimensional modeling to create some of the visuals where one could imagine what a site could be and outlined work for the cities of Richmond and Berkeley and experience in advertising and outreach. Acknowledged appreciation for using this skill set in the City of Pinole. (Martinez-Rubin)
- Acknowledged appreciation to City staff for the intern program. Clarified the work load working two days a week. Acknowledged a recommendation to expand the program and appreciation for the mapping tool. (Mayor Pro Tem Tave)
- Unfamiliar with the database from the State Department of Housing and Community Development (HCD) as part of the Surplus Lands Act, with Council member Toms to provide a link to the Community Development Director, but noted an interested developers list from the City was available. (Toms)

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

The City Council thanked staff for the presentation and looked forward to future accomplishments.

Raim Arellano, provided a PowerPoint presentation on the Geographic Information Systems (GIS) & Urban Planning Internship, with an overview of his background in Urban Studies with GIS Specialization, Event Coordinator with Club Rambutan Magazine and a San Ramon Planning Academy Member with the hopes of moving toward Urban Design. The following projects were highlighted: 1) Pinole Address Verification - conduct field verification at commercial and multi-family residential sites to confirm address and unit data, creation of a Survey123 application for on-foot verification, adjustment of exact locations of units and addresses and GIS database management; 2) ADA Map - Senate Bill (SB) 9 allowed homeowners to split single-family lots and build up to four housing units to address the housing crisis, with the creation of an Accessory Dwelling Unit (ADU) Map; 3) Collision Dashboard - advocacy for roadway safety in Pinole with the creation of a Pinole Traffic Collisions Dashboard; and 4) Pinole Streets Map with Public Works - creation of a public facing map with specifications of roadways in Pinole, which included road types, (public, private, internal, arterial, etc.) moratoriums, names, starts and ends. The ADU Map and Pinole Traffic Collisions Dashboard were both displayed.

Responding to the City Council, Intern Arellano and Public Works Director Heba El-Guindy, clarified the following:

- The Road Rehabilitation Plan, which was a five-year plan, would be completed in October. The status of when certain City streets would be rehabbed was not currently available for the Pinole Streets Map but that information could be added to the map in the future. Acknowledged appreciation for the visuals and interactive activities proposed. (Martinez-Rubin)

PUBLIC COMMENTS OPENED

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

PUBLIC COMMENTS CLOSED

Mayor Sasai again thanked the interns for the presentations and the work being done for the City of Pinole. He looked forward to future presentations.

9. CONSENT CALENDAR

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

- A. Approve the Minutes of the Regular City Council Meeting on September 2, 2025.
- B. Receive the August 30, 2025 – September 12, 2025 List of Warrants in the Amount of \$1,458,486.37 and the September 12, 2025 Payroll In the Amount of \$581,665.66.
- C. FY 2024/25 Fourth Quarter Investment Report. **Action: Receive Report (Markisha Guillory)**
- D. FY 2024/25 Fourth Quarter Financial Report and Year-End Adjustments. **Action: Receive Report and Adopt Resolution per Staff Recommendation (Markisha Guillory)**
- E. Adopt a Resolution to Amend the Pension-Investment Policy. **Action: Adopt Resolution per Staff Recommendation (Markisha Guillory)**
- F. A Resolution of the City Council of Pinole Authorizing the Receipt and Expenditure of \$50,000 in California Office of Traffic Safety (OTS) Grant Funds to Facilitate the Selective Traffic Enforcement Program (STEP) #26-006945. **Action: Adopt Resolution per Staff Recommendation (Melissa Klawuhn)**
- G. Adopt a Resolution Accepting the Clean California Designation and Directing the City Manager to Accept Funding from CalTrans. **Action: Adopt a Resolution per Staff Recommendation (Lilly Whalen)**

- H. Updated Resolution Authorizing Examination of Sales or Transactions and Use Tax Records. **Action: Adopt Resolution per Staff Recommendation. (Markisha Guillory)**
- I. Adopt a Resolution Approving a Revised Compensation and Benefits Plan for Management and Confidential Employees. **Action: Adopt Resolution per Staff Recommendation (Stacy Shell)**

PUBLIC COMMENTS OPENED

Rafael Menis offered the following comments on the Consent Calendar which comments had been submitted to staff in writing during the meeting:

- Item 9A, Page 58 of 322 of the agenda packet, request to revise the third sentence of the first paragraph to read: *He [Prem Pariyar] spoke to caste discrimination as the oldest and harshest form of exclusion in the world, which had dictated who may marry, where one may live, what jobs could be held and whether one could have dignity in public life.*
- Item 9B, Page 75 of 322 of the agenda packet, asked why there were three separate line items for Fire Protection Services.
- Item 9D, Page 94 of 322 of the agenda packet, requested the second paragraph of the September 16, 2025 staff report, under the Section Review and Analysis be revised to read: *The adopted General Fund budget included revenues totaling \$28.2 million and expenditures totaling \$37.2 million and the use of unassigned fund balance of \$9 million to fund several Council-directed initiatives as well as several capital improvement projects.* Page 104, the table had shown units of the sales tax pool had increased by two and asked of the unit types and what two meant, whether two percent or otherwise. Page 107, asked whether the City had mean and median sales data for houses from prior years for comparison. Page 110, the waste franchise fee did not yet reflect the new franchise agreement. Page 111, the City was pursuing an outstanding payment from a hotel and asked how long the City expected it would take to recover the balance and whether it would be an ongoing issue. Page 112, there was a five percent increase in business license tax revenue and asked if the City knew the cause. Page 115, City Attorney expenditures were 115% of the amended budget primarily due to reimbursements from other funds for legal services being lower than the projection, asked if those meant funds used less services than the General Fund. Page 116, debt service was 101% of the amended budget due to the administration costs exceeding the projection and he asked why. Page 119, Professional and Administrative Services costs increased by five percent and asked if that was due to Information Technology (IT) contract changes or other reasons. Page 122, an increase had been shown for the Supplemental Law Enforcement Services Grant revenue and he asked why. Page 125, interest revenue for the Housing Assets Resale Fund seemed higher than normal and he asked the cause. On the same page, the Landscape and Lighting District revenue was 7 percent below amended and he asked the reason. Page 127, the Information Services Fund had a positive fund balance and for an internal services fund asked if that meant there were unmet expenses.

- Item 9E, objected to the item as a Consent Calendar item, and suggested the City shifting how it structured its Section 115 Fund and how it was making the investments in that fund, was a matter that was sufficient to warrant a discussion by the City Council. Page 138 of 322 of the agenda packet, states the time horizon for the 115 Trust should shift to the medium term and asked how the fund would have income and withdrawals structured to support that given the increased costs demands created by adding Other Post-Employment Benefits (OPEB) to the 115 Trust. Read into the record, the footnote information and the section shown on Pages 154 and 155 of 322 of the agenda packet regarding Rule 144A, and commented the statement, as written, would have significant potential increase in risk the City would be taking on and asked if the City had any plans to mitigate or account for that risk.
- Item 9F, pleased the City had received the grant and asked if the City would be able to renew the grant in future years.
- Item 9G, it was fantastic the City earned back the recognition for being a Clean California Community. Congratulated the City and Friends of Pinole Creek Watershed, who were a significant reason why the City received the recognition in the first place.
- Item 9I, noted one of the things mentioned in the staff report was that managers in the Non-Executive/Head of Department category had been shifted out of the at-will status and asked if that had any contract or union effects.

Mr. Menis confirmed, when asked by the Mayor, that he had emailed his comments to staff.

PUBLIC COMMENTS CLOSED

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

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

10. PUBLIC HEARINGS

- A. Conduct Public Hearing and Adopt a Resolution Confirming the Annual Assessments and Ordering their Collection for the Pinole Valley Road Landscape and Lighting Assessment District for Fiscal Year 2025/2026. **Action: Conduct Public Hearing and Adopt Resolution per Staff Recommendation. (Heba El-Guindy)**

Public Works Director Heba El-Guindy provided a PowerPoint presentation for the public hearing to adopt a resolution confirming the assessments and ordering the collection for the Pinole Valley Road Landscape and Lighting Assessment District (LLAD) for Fiscal Year (FY) 2025/26, which included the background of the LLAD located on Pinole Valley Road.

The LLAD consisted of two separate commercial zones; Zone A (North of I-80) and Zone B (South of I-80) and the assessment summary for FY 2025/26.

Public Works Director El-Guindy also made the following corrections to the September 16, 2025 Pinole Valley Road Landscape and Lighting Assessment District, Engineer's Report, FY 2025/26:

- Page 2 [Page 264 of 322 of the agenda packet], revise the last sentence of the last paragraph to read: *The Contra Costa County Auditor/Controller APN and specific fund numbers to identify properties to be assessed for the District assessments*, and the end of the tables shown on Pages 10 and 11, [Pages 272 and 273 of 322 of the agenda packet] and correct the fiscal year to read 2025/26.

Public Works Director El-Guindy asked the City Council to order the preparation of the Annual Assessment Report/Engineer's Report, receive and approve the Assessment Report, conduct a public hearing concerning the collection of assessments for the Pinole Valley Road Landscape and Lighting Assessment District, and consider any and all objections and set a public hearing on October 21, 2025 for the City Council approval of assessments per the Assessment Report and their collection for Fiscal Year 2025/26.

Public Works Director El-Guindy also explained that to meet the actual improvement needs in the commercial Pinole Valley Road LLAD, there was a need for a future comprehensive review of area deficiencies along with associated improvement costs, as well as a review of the assessment methodologies relative to requirements. There was also a need to establish a new/separate Residential LLAD for the Appian Village Development Project located on the east side of Appian Way north of Canyon Drive, as planned by the City and as conditioned on the Project.

Responding to questions from the City Council, Public Works Director El-Guindy and Community Development Director Whalen clarified the following:

- Establishment of a new/separate residential LLAD for the Appian Village Development Project would be subject to Certificate of Occupancy (COO). There were three buildings in the first phase of the project and annexation must be completed prior to occupancy of the three buildings, anticipated to run through escrow in February 2026. (Toms)
- The Pinole Valley Road LLAD had no end but required annual City Council review to reflect changes in costs over the years. The LLAD methodology would be required to be reviewed in detail since the Parcel Maps were not up to date. Staff expected the maximum assessment rate would not be reached since the Consumer Price Index (CPI) or two percent, the higher of the two, would be applied to the proposed rate and the maximum rate of the previous year. As it stood now, the maximum assessment would not be reached. Given the timing and since they were already behind, the date of the LLAD had to be changed, with a decision made to be consistent with how the methodology had been done over the years. (Martinez-Rubin)
- There were two separate public hearings on the Pinole Valley Road LLAD, which provided property owners the opportunity to provide input and if property owners were unable to attend this public hearing they could attend the next hearing on October 21, 2025.

Information would be published and the property owners notified via a public notice, but notice to the property owner on record could also be provided. Discussions about changes in methodology and needed updates would be for next year providing a sufficient time period for review and consultation. (Martinez-Rubin)

PUBLIC HEARING OPENED

Rafael Menis, commented on the new LLAD for the Appian Village development and asked if the planned assessment and methodology changes would be implemented for the new district or after it was created.

Anthony Vossbrink, commented on the issues with traffic congestion on Pinole Valley Road and ingress/egress from I-80. He asked whether there had been any consideration to add a cut in the second on-ramp traffic lane mainly traveling westbound towards Sacramento I-80, below the Jack in the Box and city corner, which he recognized would require work with Caltrans, but was long overdue to help the flow of traffic. As to the street lighting on Pinole Valley Road, he noted the former Public Works Director and City Manager had stated the cost for replacing six green lanterns along Pinole Valley Road would be \$15,000 each. He asked how that cost had increased to \$20,000 each, particularly since he understood the cost would be covered by insurance settlements. He also understood the lights had previously been ordered and he asked the status of that order. He added a former City Council stated the old telephone poles along Pinole Valley Road were to be removed, but that issue got buried with the high school build out. In addition, the extra street lights that had been installed to reduce the flow of traffic and reduce carbon emissions should be adjusted with night blinkers. He asked that those items be discussed and considered as part of this agenda item.

PUBLIC HEARING CLOSED

Council member Murphy clarified the direction being asked of the City Council, as outlined in the PowerPoint presentation. No action was being taken on the LLAD for Appian Village at this time. The information had been provided as a general note.

Council member Murphy wanted a better understanding of how the City was investing in future years, referencing the light poles that were to be replaced and which had been discussed in the past. He asked for clarity on the cost of that investment.

Public Works Director El-Guindy clarified the \$20,000 cost per street light estimate and noted the actual cost in 2024 had been \$16,000, but given inflation and tariffs, costs had increased from 2024 to 2025 by 25 percent, and the street lights were now \$20,000 each. As a result, and for those street lights to be replaced, the City would need around \$120,000 since the City would be replacing the street lights on the side of the roadway for better illumination for pedestrians and vehicle traffic in each direction. Even if the lights were staggered, more illumination than what the original four would have provided was needed and there would be less likelihood the lights would be knocked down by traffic collisions.

Council member Murphy understood moving forward that staff would line item the infrastructure investment, although that was not part of the current report.

Public Works Director El-Guindy advised the majority of the funds would be used for maintenance rather than capital infrastructure. She clarified the lights were not on order and based on her understanding of traffic collisions that had taken place in the past, affecting some of the lights, only one involved payment towards the replacement of a light. In that case, payment was made via insurance with the City receiving around \$5,000, and given that limited amount the light would have to be replaced via the assessment.

Council member Murphy referenced the comments Mr. Vossbrink had made about the status of telephone poles related to the construction of PVHS, which conversation had come up the last couple of years. He asked staff whether they were working on that issue or were aware of the issue.

Public Works Director El-Guindy was aware of the issue but noted that was one of the elements to be included in future upgrades. She explained that the City had a dedicated Capital Improvement Plan (CIP) for street light upgrades. She also responded to the public comment, and advised an additional lane on the on-ramp to I-80 was not part of the LLAD or part of the City's jurisdiction, but could potentially be reviewed by Caltrans through the City's collaboration with Caltrans.

Mayor Sasai understood there were more questions from the public and suggested the speakers could provide their comments in writing to allow staff to respond to any additional comments.

Public Works Director El-Guindy added with respect to a future LLAD for Appian Village that she understood it must be brought to the City Council by the end of the year, and she was hopeful staff would be able to analyze it differently.

ACTION: Motion by Council member Toms/Mayor Sasai to adopt a Resolution Confirming the Assessments as described in the Annual Assessment Report, for the Pinole Valley Road Landscape and Lighting Assessment District, levying assessments for the fiscal year commencing on July 1, 2025 and ending June 30, 2026.

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

Public Works Director Heba El-Guindy clarified the staff recommendation had slightly changed from what had been shown in the staff report.

City Attorney Casher asked for clarity in the record and asked for a motion to schedule and set the public hearing for October 21, 2025 for the approval of the assessment.

ACTION: Motion by Council members Murphy/Martinez-Rubin to schedule and set the public hearing for October 21, 2025 for the approval of the assessment.

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

11. OLD BUSINESS: None

12. NEW BUSINESS

- A.** Receive Update from City's Housing Fellow on Improvements to the Residential Health and Safety Rental Inspection Program, including exploration of software contract with OpportunitySpace, Inc. (d.b.a. "Tolemi"). **Action: Receive Report (Lilly Whalen, Jared Murti, Housing Fellow)**

Community Development Director Whalen introduced Housing Fellow Jared Murti who provided a PowerPoint presentation on the improvements to the Residential Health and Safety Rental Inspection Program, which included a six-month update on the Home Restoration Program, Policy Handbook and Rental Inventory; program timeline, existing protocols; update to the Residential Health and Safety Rental Inspection Program; program goals; why do we want this?; municipal engagement; real world impact with highlights from a Monterey Case Study; continued community engagement; implementation through the Tolemi software based on sole source justification and neighboring municipality recommendations; existing protocols and potential updates; implementation expenses and the next steps and implementation timeline.

The City Council was asked to provide input on what information should be gathered during enrollment, what information should be incorporated into a public facing platform, whether there were any particular considerations to be made during development (implementation, specific stakeholders and enforcement) and whether the Community Development Department should pursue a self-certification option for qualifying property owners.

Responding to questions from the City Council, Community Development Director Whalen and Housing Fellow Murti clarified the following:

- The methodology and guestimate to determine the number of rental units not currently enrolled in the program (between 300 and 400 units) had been based on existing data. (Mayor Pro Tem Tave)
- The program initially started in 2006, but the recession occurred in 2008. The City had a dedicated Rental Inspector in 2006, but the position had been eliminated due to the recession and never put back in place. The City was operating with one Building Inspector taking care of the rental inspections every other Friday based on six units at a time, to be inspected every other Friday. As a result, there was no way the Building Inspector could inspect a third of the rental units in the City on that basis. A Housing Inspector was needed to manage the program, ensure the rental units requested their inspections on time, complied with needed repairs and this person would also support Code Enforcement with substandard housing inspections and may be able to help in other areas of the City with regards to substandard housing. (Mayor Pro Tem Tave)

- Staff planned to return with a request to increase the fees for the program in November, which would fully fund the program with no other sources needed. (Mayor Pro Tem Tave)
- Some jurisdictions had different ways to address self-inspection, which required a tenant to be in good standing in terms of tenant compliance. Some jurisdictions required 25 percent of the rental stock to be physically inspected by a Rental Inspector with the remaining 75 percent requiring the property owner to sign an affidavit with the same checklist an inspector would use. Staff had considered the affidavit approach with a copy sent to the tenant for verification. A virtual option could also be worth considering. An affidavit option was simple, straightforward and could be implemented seamlessly. (Mayor Pro Tem Tave)
- Clarified the potential software contract with OpportunitySpace, Inc. d.b.a., Tolemi, and again explained why collecting demographic data was not recommended given federal fair housing laws which prohibited property owners from asking tenants for demographic information given it was an avenue that could be perceived as discrimination against prospective tenants, and it was wise not to infringe on those fair housing laws or providing avenues for de facto discrimination. (Martinez-Rubin)
- Other municipalities had considered and developed a people's inventory, where a tenant could provide a city with their demographic or other information and that inventory could be used to streamline if there were any tenant complaints or issues with a rental unit. If the City Council was interested in that option, staff could explore the creation of such a program. (Martinez-Rubin)
- Acknowledged a suggestion to ask questions of the property owners about the demographics of the property owners and ask who was making the investment in Pinole, whether individual private small landlords or investment firms, and where those investment firms were located whether in California, national or outside the United States. Staff clarified the Rental Inventory Program was for the property owners of the rental properties, who on an annual basis would update the record and pay their fees and schedule inspections and provide the information about the unit, which was why staff determined it was not wise to collect demographic information since the property owner would have to ask the tenant for that information. Whether demographic information could be collected about the property owner legally, staff would have to clarify if that could be done. Staff was also desirous to track who the property owner was, whether an individual private small landlord or otherwise, with the system providing for a beneficiary to be identified, which would identify the personhood of the beneficiary or owner of the rental unit and which was something staff would look into further. (Martinez-Rubin)
- The rental units in Pinole Grove, Alvarez Court, and the East Bluff Apartments were required to go through the Rental Inspection Program and staff hoped to discuss during the stakeholder conversations this and next month about potentially exempting out affordable housing properties that had already been inspected by the Department of Housing and Urban Development (HUD) given the redundancy and challenges with a particular property in Pinole that was being inspected by the federal government and still needed to go through the City's program. (Toms)

- Acknowledged the County inspected homes related to Community Development Block Grant (CDBG) funds, tax credits, and the like, with property owners frustrated with inspections from multiple agencies, and acknowledged a request for some kind of coordination with those doing the inspections and possible exemption of some. (Toms)
- Staff had hoped to have all rental units enroll in the program regardless of the inspection process for transparency and in terms of tracking the number of rentals in Pinole. (Toms)
- Staff was targeting a \$50,000 one-time technical assistance grant for bond counsel early next year as part of The Home Restoration Program for City Council approval. (Murphy)
- The current eviction data was isolated to the Sheriff Department Lockout data. Clarified the Tolemi software program the City was considering would be able to ask for that information from a property owner, where the City could learn the number of people who may have been evicted but not necessarily reach a lockout procedure, which information the City did not previously have. (Murphy)
- The Tolemi software product included automatic notifications in the product that would automatically send email reminders, generate mailed notices and the like. The main service would be data scrubbing and the platform for the service program. Currently, staff was using a Microsoft bookings application for booking inspections, a Microsoft form for the application itself and Stripe for payment collection. This process had been a nightmare for staff and the public to navigate. Once the new software was available, staff hoped to show a cost recovery system that would not dip into the General Fund and sustain and pay for itself. A Housing Inspector could then be hired and launch the new product. The Housing Inspector would have to be trained on the use of the software as would all Planning and Building Department staff. (Murphy)
- Acknowledged appreciation staff was looking at the Monterey Case Study given it was a small city like Pinole and had a great product being used; Pinole proposed to copy that model. Clarified staff was uncertain why the cities of Salinas and Stockton had been highlighted as part of being in the Bay in the PowerPoint presentation. (Murphy)
- Clarified the City's ordinance required an inspection every three years and the City collected fees at the time of inspections. The fee was divided into an annual basis cost per year, with staff recommending requiring property owners to reenroll each year, pay the annual inspection fee (a third of the total fee to be paid over the three years) and when reaching the third year, schedule the next inspection. (Murphy)
- The Tolemi software would be able to track room rentals but that was not part of the subject program, with the rental program for properties being rented out and where the property owner was not living on the property. (Mayor Sasai)

PUBLIC COMMENTS OPENED

Rafael Menis, asked how many of the rental properties in the City fell under being owner-occupied with rooms being rented out category, which was something he personally fell under as a renter and possibly others did as well.

As to the gathering of demographic information, Mr. Menis suggested that should not necessarily be public facing, but understood some of the City's documents had demographic information that had been used to inform the City's decision making such as for the Environmental Justice Element, which he understood was now available to the public for review and which talked about environmental impacts and disparate communities.

Mr. Menis commented that when the Housing Element was created, it talked about the ethnic makeup of certain regions of the City and how that had changed over time. That data was available at least on the census level if not the house-by-house level and he asked whether it may be possible and helpful for the City to collect the demographic data to be able to track trends over time. As an example, more complaints were being seen with landlords primarily renting to members of a certain ethnic group, gender, age, or family type, and getting that data could potentially help the City identify the source of discrimination the Fair Housing Act was supposed to mitigate. Also, collecting that data directly from the tenant so the landlord did not need to ask could be helpful for the City to have that data as long as it was only available to the public in the aggregated level would be useful. He also asked about the sole sourcing claim that showed up a couple of times in the agenda packet, which included information about Artificial Intelligence (AI), how the system was complicated and fancy and no one else could do what they did, and asked what proof the City had the assertions made about the uniqueness and specialness of the system was, in fact, the case.

PUBLIC COMMENTS CLOSED

Council member Murphy wanted more information on sole sourcing as well and asked for a brief explanation.

Community Development Director Whalen reported she had been looking for a provider like Tolemi since she had come to the City in 2021. She had a conversation with the provider in 2021/2022 and staff could not find anyone that did what the Tolemi firm did. Staff also communicated with other cities and had identified one other software provider that somewhat did what Tolemi did, but the reviews were not good, the software was not user friendly and would not do what the City of Pinole needed. As such, and based on the information they had, staff was of the opinion this was a good case for sole sourcing.

Mr. Murti added that based on his knowledge, the scrubbing of additional sites was something that Tolemi was exclusively qualified around and that would be beneficial for the City.

Council member Murphy thanked staff for the presentation. He recalled a past luncheon he and the Mayor had attended with a presentation from Partnership for the Bay's Future and a text message a realtor sent him that the City of Pinole was leaving money on the table by not tracking its rental units. He thanked staff for pushing the program forward. He understood there were more steps including the phased approach with the next steps. He suggested everything was climate oriented and in terms of what information should be gathered for enrollment, suggested climate, water efficiency, climate risk, resilient features of homes, and the like, and would love to figure out how to collect that data from utilities such as wastewater, PG&E, Marin Clean Energy (MCE), RecycleMore and Republic Services, and what information could be gathered to better understand homes more.

In addition, in terms of the different demographic information, Council member Murphy understood the City Manager was working on a presentation from the California Reparations Task Force, and community advocacy organizations would be coming to make a presentation, and there were bills in the State Legislature and organizations that were encouraging the receipt of data, or gathering data about American descendants of slaves, which may be within the lines of the Fair Housing Act in terms of data that should be collected.

Council member Murphy also liked the verification from a tenant that would allow for a balance in a way of an approach that centered the tenant and homeowner and the self-verification option and how that fed in, and he loved any incentive structures that could be considered like fee waivers. He looked forward to future presentations.

Mayor Sasai thanked staff for the much-needed presentation and looked forward to learning more when it came back to the City Council.

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

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

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

Rafael Menis, reported on the continued rise of COVID-19 levels in the state and in the local wastewater treatment plant. He strongly encouraged people to get the latest vaccine and flu shot. He also spoke to the issue of immigration and ads on the radio about going after people who were accused of being horrible criminals and the use of the term “accused” or “charged,” but that was not what was happening. He reported with respect to a recent raid in a factory plant in the State of Georgia that produced battery products, where different sources had reported the raid caught a number of people who were authorized to be at the factory anyway who had been subjected to the usual terrible treatment from the Immigration and Customs Enforcement (ICE) agency. The raid had a massive negative impact on Korean willingness to continue its investment and support for building infrastructure that was not built in the United States.

Mr. Menis also read into the record a headline from a recent Fox news article, titled, “Community Rallies Behind East Bay Grandmother Detained by ICE Despite Compliance,” and read into the record a segment of the article.

Anthony Vossbrink, thanked the City Manager and staff for taking care of business around City parks, with most of the water drinking fountains now working, doors repaired and bathroom timers having been adjusted to benefit the public. He asked the status of acknowledging the Ohlone, with the City of Pinole having yet to acknowledge the Ohlone with any historic site in Pinole, as compared to neighboring communities. While a City Council Ad Hoc Committee had been formed a year ago, comprised of the Mayor and another Council member who were to discuss the possibility of recognizing the Ohlone, nothing had been done. He suggested the Adobe Trail behind the dog park and caretaker's house be named the Ohlone Trail.

Mr. Vossbrink also asked the status of the Police Department hardening the security around the Bayfront Trail given a recent tragic incident. There were no cameras installed in the area other than inside the Senior Center.

14. ADJOURNMENT to the Special Meeting of October 14, 2025 in Remembrance of Amber Swartz.

At 9:42 p.m., Mayor Sasai adjourned the meeting to a Special City Council Meeting on October 14, 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 9/13/2025 - 10/17/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 4LE00 - 4LEAF, INC.					
J0605-25G	108352	10/03/2025	212-462-42101	PROFESSIONAL SERVICES JULY 2025	443.14
J0605-25H	108466	10/17/2025	212-462-42101	PROFESSIONAL SERVICES AUGUST 2025	6,652.87
Vendor 4LE00 - 4LEAF, INC. Total:					7,096.01
Vendor: ALA08 - ALAMEDA COUNTY SHERIFF'S OFFICE					
9570	108424	10/10/2025	100-221-42301	PRE ACADEMY TRAINING GALINDO	600.00
9738	108353	10/03/2025	100-221-42301	80 HR MOTORCYCLE COURSE	2,094.00
Vendor ALA08 - ALAMEDA COUNTY SHERIFF'S OFFICE Total:					2,694.00
Vendor: AME41 - AMERICAN LEGAL PUBLISHING					
45511	108425	10/10/2025	100-112-42101	SEPTEMBER 2025 S-27 EDITING	103.88
45593	108425	10/10/2025	100-112-42101	SEPTEMBER 2025 S-27 ONLINE CODE EDITING	8.63
Vendor AME41 - AMERICAN LEGAL PUBLISHING Total:					112.51
Vendor: AME47 - AMERINATIONAL COMMUNITY SERVICES, INC.					
25-4972	108426	10/10/2025	100-117-42101	ANNUAL SERVICING FEE 070125-06302026	9,000.00
Vendor AME47 - AMERINATIONAL COMMUNITY SERVICES, INC. Total:					9,000.00
Vendor: 2454 - AMY EUBANKS					
10022025	108467	10/17/2025	100-221-42303	MILEAGE AND MEALS REIMBURSEMENT	46.00
10022025	108467	10/17/2025	204-227-42302	MILEAGE AND MEALS REIMBURSEMENT	181.20
10022025-1	108467	10/17/2025	100-221-42302	MEALS AND MILEAGE REIMBURSEMENT	84.00
10022025-1	108467	10/17/2025	100-221-42303	MEALS AND MILEAGE REIMBURSEMENT	282.00
Vendor 2454 - AMY EUBANKS Total:					593.20
Vendor: 3102 - ANA CRESPIN					
09232025	108427	10/10/2025	209-20308	SECURITY DEPOSIT RETURN 09062025 PSC RENTAL	745.00
Vendor 3102 - ANA CRESPIN Total:					745.00
Vendor: 2005 - ANIMAL DAMAGE MANAGEMENT, INC					
9826C	108468	10/17/2025	100-345-42108	PEST CONTROL FERNANDEZ AND PVR PARK	375.00
Vendor 2005 - ANIMAL DAMAGE MANAGEMENT, INC Total:					375.00
Vendor: 2218 - ANTHONY LUNARDINI					
10072025	108469	10/17/2025	100-222-42514	DJ ENTERTAINMENT NNO 10072025	900.00
Vendor 2218 - ANTHONY LUNARDINI Total:					900.00
Vendor: ARM04 - ARMOR LOCKSMITH SERVICES					
1018	108354	10/03/2025	100-343-44306	KEYS FOR STAFF MEMBER	13.22
Vendor ARM04 - ARMOR LOCKSMITH SERVICES Total:					13.22
Vendor: ASB02 - ASBURY ENVIRONMENTAL SVCS					
I500-01250689	108355	10/03/2025	100-343-44306	WASTE OILY SOLIDS DRUM EPA FEES	1,035.99
I500-01271512	108470	10/17/2025	100-343-44306	OIL MIXED SERVICE FEE	153.00
Vendor ASB02 - ASBURY ENVIRONMENTAL SVCS Total:					1,188.99
Vendor: ATT01 - AT&T					
000024040118	108356	10/03/2025	525-118-43101	MIS PHONE	1,065.78
000024042008	108356	10/03/2025	525-118-43101	PW PHONE	315.61

WARRANT LISTING

Payment Dates: 9/13/2025 - 10/17/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
000024042009	108356	10/03/2025	525-118-43101	ADMIN PHONE	86.83
000024042010	108356	10/03/2025	525-118-43101	RECREATION DPT PHONE	857.86
000024042011	108356	10/03/2025	525-118-43101	CDD PHONE	25.89
000024100815	108356	10/03/2025	525-118-43101	PD PHONE	698.90
				Vendor ATT01 - AT&T Total:	3,050.87
Vendor: 2976 - AUTUMN PRESS, INC.					
847712-1	108357	10/03/2025	209-551-42514	CITY PROGRAMS POSTCARDS RECREATION	2,127.98
847713-1	108357	10/03/2025	209-551-42514	CITY PROGRAMS 8.5X11 RECREATION	265.77
847714-1	108357	10/03/2025	209-551-42514	CITY PROGRAMS 8.5X11 FOR PSC RECREATION	458.93
				Vendor 2976 - AUTUMN PRESS, INC. Total:	2,852.68
Vendor: 1144 - AXON ENTERPRISE, INC.					
INUS378107	108321	09/19/2025	203-221-47101	AXON FLEET SERVICES ALPR API INTEGRATION PD	45,521.17
				Vendor 1144 - AXON ENTERPRISE, INC. Total:	45,521.17
Vendor: BAY34 - BAY AREA NEWS GROUP- EAST BAY					
0001453412	108322	09/19/2025	100-112-42514	LEGAL ADS	99.96
				Vendor BAY34 - BAY AREA NEWS GROUP- EAST BAY Total:	99.96
Vendor: 2835 - BENEFIT COORDINATORS CORPORATION					
17374	108323	09/19/2025	100-110-41007	BASIC LIFE AND AD&D	5.85
17374	108323	09/19/2025	100-110-41007	BASIC LIFE AND AD&D	1.94
17374	108323	09/19/2025	100-111-41007	BASIC LIFE AND AD&D	59.95
17374	108323	09/19/2025	100-111-41007	BASIC LIFE AND AD&D	19.84
17374	108323	09/19/2025	100-112-41007	BASIC LIFE AND AD&D	51.81
17374	108323	09/19/2025	100-112-41007	BASIC LIFE AND AD&D	17.14
17374	108323	09/19/2025	100-112-41008	BASIC LIFE AND AD&D	23.70
17374	108323	09/19/2025	100-113-41007	BASIC LIFE AND AD&D	5.14
17374	108323	09/19/2025	100-113-41007	BASIC LIFE AND AD&D	15.54
17374	108323	09/19/2025	100-115-41007	BASIC LIFE AND AD&D	25.62
17374	108323	09/19/2025	100-115-41007	BASIC LIFE AND AD&D	77.43
17374	108323	09/19/2025	100-115-41008	BASIC LIFE AND AD&D	71.10
17374	108323	09/19/2025	100-116-41007	BASIC LIFE AND AD&D	60.69
17374	108323	09/19/2025	100-116-41007	BASIC LIFE AND AD&D	20.08
17374	108323	09/19/2025	100-221-41007	BASIC LIFE AND AD&D	117.31
17374	108323	09/19/2025	100-221-41007	BASIC LIFE AND AD&D	354.54
17374	108323	09/19/2025	100-222-41007	BASIC LIFE AND AD&D	56.85
17374	108323	09/19/2025	100-222-41007	BASIC LIFE AND AD&D	18.81
17374	108323	09/19/2025	100-222-41008	BASIC LIFE AND AD&D	94.48
17374	108323	09/19/2025	100-223-41007	BASIC LIFE AND AD&D	50.61
17374	108323	09/19/2025	100-223-41007	BASIC LIFE AND AD&D	152.96
17374	108323	09/19/2025	100-341-41007	BASIC LIFE AND AD&D	33.37
17374	108323	09/19/2025	100-341-41007	BASIC LIFE AND AD&D	100.84
17374	108323	09/19/2025	100-341-41008	BASIC LIFE AND AD&D	118.50
17374	108323	09/19/2025	100-342-41008	BASIC LIFE AND AD&D	23.70
17374	108323	09/19/2025	100-343-41007	BASIC LIFE AND AD&D	33.50
17374	108323	09/19/2025	100-343-41007	BASIC LIFE AND AD&D	101.23
17374	108323	09/19/2025	100-343-41008	BASIC LIFE AND AD&D	164.70
17374	108323	09/19/2025	100-465-41007	BASIC LIFE AND AD&D	14.13
17374	108323	09/19/2025	100-465-41007	BASIC LIFE AND AD&D	4.68
17374	108323	09/19/2025	100-465-41008	BASIC LIFE AND AD&D	23.70
17374	108323	09/19/2025	105-221-41007	BASIC LIFE AND AD&D	14.15
17374	108323	09/19/2025	105-221-41007	BASIC LIFE AND AD&D	42.76
17374	108323	09/19/2025	107-221-41007	BASIC LIFE AND AD&D	74.28
17374	108323	09/19/2025	107-221-41007	BASIC LIFE AND AD&D	24.58
17374	108323	09/19/2025	107-342-41007	BASIC LIFE AND AD&D	5.45
17374	108323	09/19/2025	107-342-41007	BASIC LIFE AND AD&D	16.47
17374	108323	09/19/2025	209-551-41007	BASIC LIFE AND AD&D	18.36

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Payment Dates: 9/13/2025 - 10/17/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
17374	108323	09/19/2025	209-551-41007	BASIC LIFE AND AD&D	55.49
17374	108323	09/19/2025	209-551-41008	BASIC LIFE AND AD&D	23.70
17374	108323	09/19/2025	209-552-41007	BASIC LIFE AND AD&D	5.68
17374	108323	09/19/2025	209-552-41007	BASIC LIFE AND AD&D	17.15
17374	108323	09/19/2025	209-552-41008	BASIC LIFE AND AD&D	40.53
17374	108323	09/19/2025	209-553-41007	BASIC LIFE AND AD&D	12.40
17374	108323	09/19/2025	209-553-41007	BASIC LIFE AND AD&D	4.10
17374	108323	09/19/2025	209-553-41008	BASIC LIFE AND AD&D	23.70
17374	108323	09/19/2025	212-461-41007	BASIC LIFE AND AD&D	18.12
17374	108323	09/19/2025	212-461-41007	BASIC LIFE AND AD&D	54.77
17374	108323	09/19/2025	212-461-41007	BASIC LIFE AND AD&D	17.48
17374	108323	09/19/2025	212-462-41007	BASIC LIFE AND AD&D	52.83
17374	108323	09/19/2025	212-462-41008	BASIC LIFE AND AD&D	47.40
17374	108323	09/19/2025	500-641-41007	BASIC LIFE AND AD&D	196.54
17374	108323	09/19/2025	500-641-41007	BASIC LIFE AND AD&D	65.03
17374	108323	09/19/2025	500-641-41008	BASIC LIFE AND AD&D	237.00
17374	108323	09/19/2025	500-642-41007	BASIC LIFE AND AD&D	28.49
17374	108323	09/19/2025	500-642-41007	BASIC LIFE AND AD&D	9.43
17374	108323	09/19/2025	500-642-41008	BASIC LIFE AND AD&D	47.40
17374	108323	09/19/2025	505-119-41007	BASIC LIFE AND AD&D	29.60
17374	108323	09/19/2025	505-119-41007	BASIC LIFE AND AD&D	9.80
17374	108323	09/19/2025	505-119-41008	BASIC LIFE AND AD&D	47.40
17374	108323	09/19/2025	525-118-41007	BASIC LIFE AND AD&D	6.53
17374	108323	09/19/2025	525-118-41007	BASIC LIFE AND AD&D	19.79
17374	108323	09/19/2025	998-20107	BASIC LIFE AND AD&D	6.30
17374	108323	09/19/2025	998-20107	BASIC LIFE AND AD&D	16.00
17374	108323	09/19/2025	998-20107	BASIC LIFE AND AD&D	210.00
17374	108323	09/19/2025	998-20118	BASIC LIFE AND AD&D	459.00
BOJXDC	108428	10/10/2025	100-110-41002	DENTAL AND VISION BENEFITIS AUGUST 2025	280.00
BOJXDC	108428	10/10/2025	100-110-41003	DENTAL AND VISION BENEFITIS AUGUST 2025	64.40
BOJXDC	108428	10/10/2025	100-111-41002	DENTAL AND VISION BENEFITIS AUGUST 2025	364.00
BOJXDC	108428	10/10/2025	100-111-41003	DENTAL AND VISION BENEFITIS AUGUST 2025	48.30
BOJXDC	108428	10/10/2025	100-112-41002	DENTAL AND VISION BENEFITIS AUGUST 2025	382.80
BOJXDC	108428	10/10/2025	100-112-41003	DENTAL AND VISION BENEFITIS AUGUST 2025	48.30
BOJXDC	108428	10/10/2025	100-113-41002	DENTAL AND VISION BENEFITIS AUGUST 2025	108.80
BOJXDC	108428	10/10/2025	100-113-41003	DENTAL AND VISION BENEFITIS AUGUST 2025	16.10
BOJXDC	108428	10/10/2025	100-115-41002	DENTAL AND VISION BENEFITIS AUGUST 2025	364.00
BOJXDC	108428	10/10/2025	100-115-41003	DENTAL AND VISION BENEFITIS AUGUST 2025	48.30
BOJXDC	108428	10/10/2025	100-116-41002	DENTAL AND VISION BENEFITIS AUGUST 2025	306.00
BOJXDC	108428	10/10/2025	100-116-41003	DENTAL AND VISION BENEFITIS AUGUST 2025	48.30
BOJXDC	108428	10/10/2025	100-221-41002	DENTAL AND VISION BENEFITIS AUGUST 2025	2,117.60
BOJXDC	108428	10/10/2025	100-221-41003	DENTAL AND VISION BENEFITIS AUGUST 2025	354.20
BOJXDC	108428	10/10/2025	100-222-41002	DENTAL AND VISION BENEFITIS AUGUST 2025	662.80
BOJXDC	108428	10/10/2025	100-222-41003	DENTAL AND VISION BENEFITIS AUGUST 2025	112.70
BOJXDC	108428	10/10/2025	100-223-41002	DENTAL AND VISION BENEFITIS AUGUST 2025	1,084.80

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Payment Dates: 9/13/2025 - 10/17/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
BOJXDC	108428	10/10/2025	100-223-41003	DENTAL AND VISION BENEFITIS AUGUST 2025	161.00
BOJXDC	108428	10/10/2025	100-341-41002	DENTAL AND VISION BENEFITIS AUGUST 2025	261.20
BOJXDC	108428	10/10/2025	100-341-41003	DENTAL AND VISION BENEFITIS AUGUST 2025	80.50
BOJXDC	108428	10/10/2025	100-343-41002	DENTAL AND VISION BENEFITIS AUGUST 2025	1,086.40
BOJXDC	108428	10/10/2025	100-343-41003	DENTAL AND VISION BENEFITIS AUGUST 2025	161.00
BOJXDC	108428	10/10/2025	100-465-41002	DENTAL AND VISION BENEFITIS AUGUST 2025	178.40
BOJXDC	108428	10/10/2025	100-465-41003	DENTAL AND VISION BENEFITIS AUGUST 2025	32.20
BOJXDC	108428	10/10/2025	105-221-41002	DENTAL AND VISION BENEFITIS AUGUST 2025	178.40
BOJXDC	108428	10/10/2025	105-221-41003	DENTAL AND VISION BENEFITIS AUGUST 2025	16.10
BOJXDC	108428	10/10/2025	209-551-41002	DENTAL AND VISION BENEFITIS AUGUST 2025	306.00
BOJXDC	108428	10/10/2025	209-551-41003	DENTAL AND VISION BENEFITIS AUGUST 2025	48.30
BOJXDC	108428	10/10/2025	209-552-41002	DENTAL AND VISION BENEFITIS AUGUST 2025	210.40
BOJXDC	108428	10/10/2025	209-552-41003	DENTAL AND VISION BENEFITIS AUGUST 2025	48.30
BOJXDC	108428	10/10/2025	212-461-41002	DENTAL AND VISION BENEFITIS AUGUST 2025	356.80
BOJXDC	108428	10/10/2025	212-461-41003	DENTAL AND VISION BENEFITIS AUGUST 2025	64.40
BOJXDC	108428	10/10/2025	212-462-41002	DENTAL AND VISION BENEFITIS AUGUST 2025	287.20
BOJXDC	108428	10/10/2025	212-462-41003	DENTAL AND VISION BENEFITIS AUGUST 2025	48.30
BOJXDC	108428	10/10/2025	500-641-41002	DENTAL AND VISION BENEFITIS AUGUST 2025	1,079.20
BOJXDC	108428	10/10/2025	500-641-41003	DENTAL AND VISION BENEFITIS AUGUST 2025	177.10
BOJXDC	108428	10/10/2025	500-642-41002	DENTAL AND VISION BENEFITIS AUGUST 2025	229.20
BOJXDC	108428	10/10/2025	500-642-41003	DENTAL AND VISION BENEFITIS AUGUST 2025	48.30
BOJXDC	108428	10/10/2025	505-119-41002	DENTAL AND VISION BENEFITIS AUGUST 2025	255.20
BOJXDC	108428	10/10/2025	505-119-41003	DENTAL AND VISION BENEFITIS AUGUST 2025	32.20
BOJXDC	108428	10/10/2025	525-118-41002	DENTAL AND VISION BENEFITIS AUGUST 2025	50.80
BOJXDC	108428	10/10/2025	525-118-41003	DENTAL AND VISION BENEFITIS AUGUST 2025	32.20
BOJXDC	108428	10/10/2025	998-20105	DENTAL AND VISION BENEFITIS AUGUST 2025	306.00
BOJXDC	108428	10/10/2025	998-20105	DENTAL AND VISION BENEFITIS AUGUST 2025	127.60
BOJXDC	108428	10/10/2025	998-20106	DENTAL AND VISION BENEFITIS AUGUST 2025	64.40
BOJXDC	108428	10/10/2025	998-20106	DENTAL AND VISION BENEFITIS AUGUST 2025	32.20
BOK6ZP	108428	10/10/2025	100-110-41002	DENTAL AND VISION BENEFITS SEPTEMBER 2025	280.00
BOK6ZP	108428	10/10/2025	100-110-41003	DENTAL AND VISION BENEFITS SEPTEMBER 2025	64.40
BOK6ZP	108428	10/10/2025	100-111-41002	DENTAL AND VISION BENEFITS SEPTEMBER 2025	364.00

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
BOK6ZP	108428	10/10/2025	100-111-41003	DENTAL AND VISION BENEFITS SEPTEMBER 2025	48.30
BOK6ZP	108428	10/10/2025	100-112-41002	DENTAL AND VISION BENEFITS SEPTEMBER 2025	382.80
BOK6ZP	108428	10/10/2025	100-112-41003	DENTAL AND VISION BENEFITS SEPTEMBER 2025	48.30
BOK6ZP	108428	10/10/2025	100-113-41002	DENTAL AND VISION BENEFITS SEPTEMBER 2025	108.80
BOK6ZP	108428	10/10/2025	100-113-41003	DENTAL AND VISION BENEFITS SEPTEMBER 2025	16.10
BOK6ZP	108428	10/10/2025	100-115-41002	DENTAL AND VISION BENEFITS SEPTEMBER 2025	364.00
BOK6ZP	108428	10/10/2025	100-115-41003	DENTAL AND VISION BENEFITS SEPTEMBER 2025	48.30
BOK6ZP	108428	10/10/2025	100-116-41002	DENTAL AND VISION BENEFITS SEPTEMBER 2025	306.00
BOK6ZP	108428	10/10/2025	100-116-41003	DENTAL AND VISION BENEFITS SEPTEMBER 2025	48.30
BOK6ZP	108428	10/10/2025	100-221-41002	DENTAL AND VISION BENEFITS SEPTEMBER 2025	2,320.80
BOK6ZP	108428	10/10/2025	100-221-41003	DENTAL AND VISION BENEFITS SEPTEMBER 2025	418.60
BOK6ZP	108428	10/10/2025	100-222-41002	DENTAL AND VISION BENEFITS SEPTEMBER 2025	764.40
BOK6ZP	108428	10/10/2025	100-222-41003	DENTAL AND VISION BENEFITS SEPTEMBER 2025	144.90
BOK6ZP	108428	10/10/2025	100-223-41002	DENTAL AND VISION BENEFITS SEPTEMBER 2025	1,084.80
BOK6ZP	108428	10/10/2025	100-223-41003	DENTAL AND VISION BENEFITS SEPTEMBER 2025	161.00
BOK6ZP	108428	10/10/2025	100-341-41002	DENTAL AND VISION BENEFITS SEPTEMBER 2025	261.20
BOK6ZP	108428	10/10/2025	100-341-41003	DENTAL AND VISION BENEFITS SEPTEMBER 2025	64.40
BOK6ZP	108428	10/10/2025	100-343-41002	DENTAL AND VISION BENEFITS SEPTEMBER 2025	1,086.40
BOK6ZP	108428	10/10/2025	100-343-41003	DENTAL AND VISION BENEFITS SEPTEMBER 2025	161.00
BOK6ZP	108428	10/10/2025	100-465-41002	DENTAL AND VISION BENEFITS SEPTEMBER 2025	178.40
BOK6ZP	108428	10/10/2025	100-465-41003	DENTAL AND VISION BENEFITS SEPTEMBER 2025	32.20
BOK6ZP	108428	10/10/2025	105-221-41002	DENTAL AND VISION BENEFITS SEPTEMBER 2025	178.40
BOK6ZP	108428	10/10/2025	105-221-41003	DENTAL AND VISION BENEFITS SEPTEMBER 2025	32.20
BOK6ZP	108428	10/10/2025	209-551-41002	DENTAL AND VISION BENEFITS SEPTEMBER 2025	306.00
BOK6ZP	108428	10/10/2025	209-551-41003	DENTAL AND VISION BENEFITS SEPTEMBER 2025	48.30
BOK6ZP	108428	10/10/2025	209-552-41002	DENTAL AND VISION BENEFITS SEPTEMBER 2025	210.40
BOK6ZP	108428	10/10/2025	209-552-41003	DENTAL AND VISION BENEFITS SEPTEMBER 2025	48.30
BOK6ZP	108428	10/10/2025	212-461-41002	DENTAL AND VISION BENEFITS SEPTEMBER 2025	306.00
BOK6ZP	108428	10/10/2025	212-461-41003	DENTAL AND VISION BENEFITS SEPTEMBER 2025	48.30
BOK6ZP	108428	10/10/2025	212-462-41002	DENTAL AND VISION BENEFITS SEPTEMBER 2025	287.20
BOK6ZP	108428	10/10/2025	212-462-41003	DENTAL AND VISION BENEFITS SEPTEMBER 2025	48.30
BOK6ZP	108428	10/10/2025	500-641-41002	DENTAL AND VISION BENEFITS SEPTEMBER 2025	1,079.20

WARRANT LISTING

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
BOK6ZP	108428	10/10/2025	500-641-41003	DENTAL AND VISION BENEFITS SEPTEMBER 2025	177.10
BOK6ZP	108428	10/10/2025	500-642-41002	DENTAL AND VISION BENEFITS SEPTEMBER 2025	229.20
BOK6ZP	108428	10/10/2025	500-642-41003	DENTAL AND VISION BENEFITS SEPTEMBER 2025	48.30
BOK6ZP	108428	10/10/2025	505-119-41002	DENTAL AND VISION BENEFITS SEPTEMBER 2025	255.20
BOK6ZP	108428	10/10/2025	505-119-41003	DENTAL AND VISION BENEFITS SEPTEMBER 2025	32.20
BOK6ZP	108428	10/10/2025	525-118-41002	DENTAL AND VISION BENEFITS SEPTEMBER 2025	50.80
BOK6ZP	108428	10/10/2025	525-118-41003	DENTAL AND VISION BENEFITS SEPTEMBER 2025	16.10
BOK6ZP	108428	10/10/2025	998-20105	DENTAL AND VISION BENEFITS SEPTEMBER 2025	306.00
BOK6ZP	108428	10/10/2025	998-20105	DENTAL AND VISION BENEFITS SEPTEMBER 2025	127.60
BOK6ZP	108428	10/10/2025	998-20106	DENTAL AND VISION BENEFITS SEPTEMBER 2025	32.20
BOK6ZP	108428	10/10/2025	998-20106	DENTAL AND VISION BENEFITS SEPTEMBER 2025	64.40
BOKJ51	108428	10/10/2025	100-110-41002	DENTAL AND VISION BENEFITS OCTOBER 2025	280.00
BOKJ51	108428	10/10/2025	100-110-41003	DENTAL AND VISION BENEFITS OCTOBER 2025	64.40
BOKJ51	108428	10/10/2025	100-111-41002	DENTAL AND VISION BENEFITS OCTOBER 2025	364.00
BOKJ51	108428	10/10/2025	100-111-41003	DENTAL AND VISION BENEFITS OCTOBER 2025	48.30
BOKJ51	108428	10/10/2025	100-112-41002	DENTAL AND VISION BENEFITS OCTOBER 2025	382.80
BOKJ51	108428	10/10/2025	100-112-41003	DENTAL AND VISION BENEFITS OCTOBER 2025	48.30
BOKJ51	108428	10/10/2025	100-113-41002	DENTAL AND VISION BENEFITS OCTOBER 2025	108.80
BOKJ51	108428	10/10/2025	100-113-41003	DENTAL AND VISION BENEFITS OCTOBER 2025	16.10
BOKJ51	108428	10/10/2025	100-115-41002	DENTAL AND VISION BENEFITS OCTOBER 2025	364.00
BOKJ51	108428	10/10/2025	100-115-41003	DENTAL AND VISION BENEFITS OCTOBER 2025	48.30
BOKJ51	108428	10/10/2025	100-116-41002	DENTAL AND VISION BENEFITS OCTOBER 2025	306.00
BOKJ51	108428	10/10/2025	100-116-41003	DENTAL AND VISION BENEFITS OCTOBER 2025	48.30
BOKJ51	108428	10/10/2025	100-221-41002	DENTAL AND VISION BENEFITS OCTOBER 2025	2,066.80
BOKJ51	108428	10/10/2025	100-221-41003	DENTAL AND VISION BENEFITS OCTOBER 2025	338.10
BOKJ51	108428	10/10/2025	100-222-41002	DENTAL AND VISION BENEFITS OCTOBER 2025	510.40
BOKJ51	108428	10/10/2025	100-222-41003	DENTAL AND VISION BENEFITS OCTOBER 2025	64.40
BOKJ51	108428	10/10/2025	100-223-41002	DENTAL AND VISION BENEFITS OCTOBER 2025	1,084.80
BOKJ51	108428	10/10/2025	100-223-41003	DENTAL AND VISION BENEFITS OCTOBER 2025	161.00
BOKJ51	108428	10/10/2025	100-341-41002	DENTAL AND VISION BENEFITS OCTOBER 2025	261.20
BOKJ51	108428	10/10/2025	100-341-41003	DENTAL AND VISION BENEFITS OCTOBER 2025	64.40
BOKJ51	108428	10/10/2025	100-343-41002	DENTAL AND VISION BENEFITS OCTOBER 2025	1,086.40

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
BOKJ51	108428	10/10/2025	100-343-41003	DENTAL AND VISION BENEFITS OCTOBER 2025	161.00
BOKJ51	108428	10/10/2025	100-465-41002	DENTAL AND VISION BENEFITS OCTOBER 2025	178.40
BOKJ51	108428	10/10/2025	100-465-41003	DENTAL AND VISION BENEFITS OCTOBER 2025	32.20
BOKJ51	108428	10/10/2025	105-221-41002	DENTAL AND VISION BENEFITS OCTOBER 2025	178.40
BOKJ51	108428	10/10/2025	105-221-41003	DENTAL AND VISION BENEFITS OCTOBER 2025	32.20
BOKJ51	108428	10/10/2025	209-551-41002	DENTAL AND VISION BENEFITS OCTOBER 2025	306.00
BOKJ51	108428	10/10/2025	209-551-41003	DENTAL AND VISION BENEFITS OCTOBER 2025	48.30
BOKJ51	108428	10/10/2025	209-552-41002	DENTAL AND VISION BENEFITS OCTOBER 2025	210.40
BOKJ51	108428	10/10/2025	209-552-41003	DENTAL AND VISION BENEFITS OCTOBER 2025	48.30
BOKJ51	108428	10/10/2025	212-461-41002	DENTAL AND VISION BENEFITS OCTOBER 2025	306.00
BOKJ51	108428	10/10/2025	212-461-41003	DENTAL AND VISION BENEFITS OCTOBER 2025	48.30
BOKJ51	108428	10/10/2025	212-462-41002	DENTAL AND VISION BENEFITS OCTOBER 2025	287.20
BOKJ51	108428	10/10/2025	212-462-41003	DENTAL AND VISION BENEFITS OCTOBER 2025	48.30
BOKJ51	108428	10/10/2025	500-641-41002	DENTAL AND VISION BENEFITS OCTOBER 2025	1,079.20
BOKJ51	108428	10/10/2025	500-641-41003	DENTAL AND VISION BENEFITS OCTOBER 2025	177.10
BOKJ51	108428	10/10/2025	500-642-41002	DENTAL AND VISION BENEFITS OCTOBER 2025	229.20
BOKJ51	108428	10/10/2025	500-642-41003	DENTAL AND VISION BENEFITS OCTOBER 2025	48.30
BOKJ51	108428	10/10/2025	505-119-41002	DENTAL AND VISION BENEFITS OCTOBER 2025	255.20
BOKJ51	108428	10/10/2025	505-119-41003	DENTAL AND VISION BENEFITS OCTOBER 2025	32.20
BOKJ51	108428	10/10/2025	525-118-41002	DENTAL AND VISION BENEFITS OCTOBER 2025	50.80
BOKJ51	108428	10/10/2025	525-118-41003	DENTAL AND VISION BENEFITS OCTOBER 2025	16.10
BOKJ51	108428	10/10/2025	998-20105	DENTAL AND VISION BENEFITS OCTOBER 2025	127.60
BOKJ51	108428	10/10/2025	998-20105	DENTAL AND VISION BENEFITS OCTOBER 2025	306.00
BOKJ51	108428	10/10/2025	998-20106	DENTAL AND VISION BENEFITS OCTOBER 2025	64.40
BOKJ51	108428	10/10/2025	998-20106	DENTAL AND VISION BENEFITS OCTOBER 2025	32.20
Vendor 2835 - BENEFIT COORDINATORS CORPORATION Total:					40,957.35
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
7077070	108358	10/03/2025	209-552-42108	FOOD PROGRAM PSC	651.57
7077071	108358	10/03/2025	209-552-43804	PAPER GOODS PSC FOOD PROGRAM	312.90
7077072	108358	10/03/2025	209-552-43804	FOOD PROGRAM PSC	843.49
7077073	108358	10/03/2025	209-552-42108	LINER COMPOSTABLE PSC FOOD PROGRAM	137.87
7078374	108358	10/03/2025	209-552-43804	PAPER CUPS PSC FOOD PROGRAM	83.26
7079276	108358	10/03/2025	209-552-42108	GLOVE NITRILE BLACK PSC FOOD PROGRAM	-56.36
7081508	108358	10/03/2025	209-552-42108	JANITORIAL SUPPLIES PSC	750.81
7081509	108358	10/03/2025	209-552-43804	FOOD PROGRAM PSC	1,133.60

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
7081510	108358	10/03/2025	209-552-43804	PLATE AND UTENSILS FOOD PROGRAM PSC	151.90
7084723	108358	10/03/2025	209-552-43804	LIDS FOR CUPS FOOD PROGRAM PSC	-90.55
7085484	108358	10/03/2025	209-552-42108	JANITORIAL SUPPLIES PSC	-33.98
7086004	108358	10/03/2025	209-552-43804	FOOD PROGRAM PSC	528.86
7086005	108358	10/03/2025	209-552-42108	JANITORIAL SUPPLIES PSC	263.95
7086006	108358	10/03/2025	209-552-42515	FOOD PROGRAM PSC	149.27
7086007	108358	10/03/2025	209-552-43804	PLATE 6" ROUND FOOD PROGRAM PSC	47.67
7086538	108358	10/03/2025	209-552-43804	FOOD PROGRAM PSC	20.22
7090896	108429	10/10/2025	209-552-43804	FOOD PROGRAM PSC	1,082.43
7090897	108429	10/10/2025	209-552-43804	FOOD PROGRAM PSC	239.85
7093594	108429	10/10/2025	209-552-43804	FOOD PROGRAM PSC	-8.06
Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:					6,208.70
Vendor: BOR02 - BORGES & MAHONEY CO.					
146220	108360	10/03/2025	500-641-44303	BUFFER SOLUTION IODATE CONCETRATE WPCP	831.03
Vendor BOR02 - BORGES & MAHONEY CO. Total:					831.03
Vendor: 1654 - BRINK'S INCORPORATED					
13026796	108430	10/10/2025	100-115-42101	TRASPORTATION FINANCE	340.96
8007700	108430	10/10/2025	100-115-42101	TRANSPORTATION FINANCE	12.58
Vendor 1654 - BRINK'S INCORPORATED Total:					353.54
Vendor: CAL04 - CALCON SYSTEMS,INC.					
59933	108361	10/03/2025	500-642-42108	COLLECTION SYSTEM SERVICE CALL WPCP	860.00
60147	108471	10/17/2025	500-641-42107	SERVICE CALL WPCP	3,280.00
60153	108471	10/17/2025	500-642-42108	COLLECTION SYSTEM SERVICE CALL	860.00
Vendor CAL04 - CALCON SYSTEMS,INC. Total:					5,000.00
Vendor: CALA3 - CALIFORNIA GENERATOR SERVICE					
64150	108362	10/03/2025	500-641-42107	BLOWER ROOM GENERATOR ANNUAL SERV WPCP	1,664.00
64170	108472	10/17/2025	500-641-42107	EFFLUENT ROOM GENERATOR WPCP	6,960.00
Vendor CALA3 - CALIFORNIA GENERATOR SERVICE Total:					8,624.00
Vendor: PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM					
100000018073152	108431	10/10/2025	100-116-42101	ANNUAL UNFUNDED ACCRUED LIAB 674 OCTOBER 2025	150,524.33
100000018073163	108431	10/10/2025	100-116-42101	ANNUAL UNFUNDED ACCRUED LIAB 675 OCTOBER 2025	195,781.83
100000018073172	108431	10/10/2025	100-116-42101	ANNUAL UNFUNDED ACCRUED LIAB 25716 OCTOBER 2025	519.75
100000018073180	108431	10/10/2025	100-116-42101	ANNUAL UNFUNDED ACCRUED LIAB 25717 OCTOBER 2025	2,396.08
100000018073189	108431	10/10/2025	100-116-42101	ANNUAL UNFUNDED ACCRUED LIAB 27205 OCTOBER 2025	1,909.00
Vendor PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM Total:					351,130.99
Vendor: CAL01 - CALTEST ANALYTICAL LAB					
733421	108363	10/03/2025	500-641-44305	CHEMICALS FOR LAB WPCP	628.90
Vendor CAL01 - CALTEST ANALYTICAL LAB Total:					628.90
Vendor: CDW01 - CDW GOVERNMENT INC.					
AF7YT4H	108364	10/03/2025	525-118-47102	LVO TP UNIVERSAL USB-C DOCK IT	214.99
AF96M7Q	108364	10/03/2025	525-118-47102	LIEBERT SNMP WEBCARD PYC	360.70
AF9EE3I	108364	10/03/2025	525-118-47102	PD COMPUTER UPGRADES	496.07
AG2FY9X	108432	10/10/2025	525-118-47102	UPS FOR YOUTH CENTER AND PCTV BATTERY	2,747.04
Vendor CDW01 - CDW GOVERNMENT INC. Total:					3,818.80

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Vendor: 3103 - CENTER FOR INTERNET SECURITY, INC.					
INV-250916-0073128	108433	10/10/2025	525-118-42105	CIS MANAGED DETECTION AND RESPONSE MDR-CS	11,220.00
Vendor 3103 - CENTER FOR INTERNET SECURITY, INC. Total:					11,220.00
Vendor: 2060 - CENTRAL CONCRETE SUPPLY CO., INC.					
2510-054964	108473	10/17/2025	100-343-44306	WATTLE STRAW	39.78
Vendor 2060 - CENTRAL CONCRETE SUPPLY CO., INC. Total:					39.78
Vendor: 2229 - CHAPLIN AND HILL INVESTIGATIVE SERVICES LLC					
25-71_09	108474	10/17/2025	100-221-42101	INVESTIGATION PD	168.75
Vendor 2229 - CHAPLIN AND HILL INVESTIGATIVE SERVICES LLC Total:					168.75
Vendor: 2869 - CHEMTEX					
28801	108475	10/17/2025	500-641-42107	SERVICE WATER TREATMENT WPCP	350.00
Vendor 2869 - CHEMTEX Total:					350.00
Vendor: CIT08 - CITY MECHANICAL, INC					
117960	108365	10/03/2025	100-222-42108	HVAC PUBLIC SAFETY BLDG.	5,591.86
117991	108365	10/03/2025	209-552-42108	HVAC PSC	1,443.00
118351	108434	10/10/2025	209-554-42108	HVAC PYC	3,593.70
118352	108434	10/10/2025	209-554-42108	HVAC MEMORIAL HALL	546.29
118793	108476	10/17/2025	100-222-42108	HVAC PUBLIC SAFETY BLDG.	915.00
Vendor CIT08 - CITY MECHANICAL, INC Total:					12,089.85
Vendor: CIT14 - CITY OF WALNUT CREEK					
2025-2026	108477	10/17/2025	100-116-42301	LEADERSHIP ACADEMY MEMBERSHIP DUES 25-26	1,966.00
Vendor CIT14 - CITY OF WALNUT CREEK Total:					1,966.00
Vendor: 2700 - CIVICPLUS, LLC					
348498	108435	10/10/2025	525-118-42510	WORK ENGINE FACILITIES FLEET & REC	24,195.13
Vendor 2700 - CIVICPLUS, LLC Total:					24,195.13
Vendor: 3061 - CLAD					
355402	108366	10/03/2025	107-345-42108	DOG PARK RESTROOM...	4,292.34
Vendor 3061 - CLAD Total:					4,292.34
Vendor: 3032 - CLAYTON J. MITCHELL PHOTOGRAPHY					
2240	108367	10/03/2025	100-221-42514	SERGEANT BADGE FOR POETER AND MEADS	50.00
Vendor 3032 - CLAYTON J. MITCHELL PHOTOGRAPHY Total:					50.00
Vendor: 2405 - CLIENTFIRST CONSULTING GROUP, LLC.					
18753	108478	10/17/2025	525-118-42101	SYSTEM ADMIN FY26	2,618.50
Vendor 2405 - CLIENTFIRST CONSULTING GROUP, LLC. Total:					2,618.50
Vendor: 1234 - COASTLAND CIVIL ENGINEERING, INC.					
62674	108368	10/03/2025	500-642-47201	CONSTRUCTION INSPECTIONS TRUNK SEWER PROJ	41,557.75
Vendor 1234 - COASTLAND CIVIL ENGINEERING, INC. Total:					41,557.75
Vendor: COL02 - COLE-PARMER INSTRUMENT CO					
4100346	108479	10/17/2025	500-641-44306	AX-30 DISPOS SAMPLE PANS WPCP	399.68
Vendor COL02 - COLE-PARMER INSTRUMENT CO Total:					399.68
Vendor: COM20 - COMCAST					
0050719-09032025	108324	09/19/2025	100-222-43105	CABLE PD	17.35
0050875-09182025	108369	10/03/2025	525-118-43105	CABLE CH	29.79
0210511-09162025	108369	10/03/2025	100-222-43105	CABLE PD	249.73
0413784-09182025	108369	10/03/2025	525-118-43106	INTERNET TINY TOTS	181.44
0419492-09022025	108326	09/19/2025	525-118-43106	SWIM CENTER INTERNET	221.35
0433782-08192025	108436	10/10/2025	505-119-43105	PCTV CABLE 0824-092325	169.57
0433782-09192025	108436	10/10/2025	505-119-43105	PCTV CABLE 0924-102325	169.57
250570651	108325	09/19/2025	525-118-43106	INTERNET PD	850.05
Vendor COM20 - COMCAST Total:					1,888.85

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Vendor: CON45 - CONCORD GARDEN EQUIPMENT					
639479	108370	10/03/2025	100-345-44306	HOUSING BLOWER	281.43
Vendor CON45 - CONCORD GARDEN EQUIPMENT Total:					281.43
Vendor: CON09 - CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT					
FY2526-OCT	108371	10/03/2025	100-231-42101	FIRE PROTECTION SERVICES OCT. 2025	195,321.60
FY2526-OCT	108371	10/03/2025	105-231-42101	FIRE PROTECTION SERVICES OCT. 2025	153,005.98
FY2526-OCT	108371	10/03/2025	106-231-42101	FIRE PROTECTION SERVICES OCT. 2025	152,604.09
Vendor CON09 - CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT Total:					500,931.67
Vendor: CON95 - CONTRA COSTA COUNTY TREASURER					
R25-006629	108372	10/03/2025	100-561-42101	ANIMAL CONTROL 1ST QUARTER 07/01/25- 09/30/2025	56,609.00
R25-006630	108372	10/03/2025	100-561-42101	ANIMAL CONTROL 2ND QUARTER 10/01/25-12/31/25	38,857.00
Vendor CON95 - CONTRA COSTA COUNTY TREASURER Total:					95,466.00
Vendor: CON30 - CONTRA COSTA CTY.SHERIFF					
25-27368	108373	10/03/2025	100-221-42301	ACADEMY RECRUIT HOLOMAN FEES	3,315.00
Vendor CON30 - CONTRA COSTA CTY.SHERIFF Total:					3,315.00
Vendor: COR12 - CORELOGIC SOLUTIONS LLC					
82271657	108480	10/17/2025	525-118-42510	REAL QUEST SOFTWARED CITYWIDE	662.41
Vendor COR12 - CORELOGIC SOLUTIONS LLC Total:					662.41
Vendor: 1445 - CORTEZ TIRES AND AUTO REPAIR					
29699	108327	09/19/2025	100-222-42107	OIL CHANGE PREMIUM CAR 806 PD	103.06
29705	108327	09/19/2025	100-343-42107	TIRE PACKAGE ALIGNMENT CE CAR	698.86
29708	108327	09/19/2025	100-222-42107	BRAKE PACKAGE TIRE INSPECTION CAR 802 PD	848.78
29709	108327	09/19/2025	100-222-42107	FLEX PIPE WINDOW MOTOR LEFT FRONT CAR 804 PD	1,496.15
29740	108374	10/03/2025	100-221-42107	TPMS SNESORS REPROGRAMING FEE PD	408.66
29841	108374	10/03/2025	100-221-42107	TIRE PACKAGE MOUNT AND BALANCE PD	307.36
29846	108374	10/03/2025	100-343-42107	NEW TIRE PACKAGE VALVESHEMS ALINGMENT	1,511.75
29985	108481	10/17/2025	100-221-42107	VEHICLE INPSECTION TIRE PACKAGE TRANSMISSION	1,894.01
30011	108481	10/17/2025	100-221-42107	VEHICLE INSPECTION POWER WINDOW SWITCH	347.41
Vendor 1445 - CORTEZ TIRES AND AUTO REPAIR Total:					7,616.04
Vendor: CPS01 - CPS- HR CONSULTING					
TR-INV006633	108437	10/10/2025	100-116-42504	HR TECHNICIAN EXAM	264.00
Vendor CPS01 - CPS- HR CONSULTING Total:					264.00
Vendor: CRE04 - CREATIVE SUPPORTS, INC					
35911	108482	10/17/2025	212-461-47103	PARAMOUNT TILTING CHAIR	554.28
Vendor CRE04 - CREATIVE SUPPORTS, INC Total:					554.28
Vendor: CRI07 - CRIME SCENE CLEANERS INC.					
94573	108438	10/10/2025	100-221-42107	AL CONTAMINANTS VEHICLE CAR 810 PD	130.00
Vendor CRI07 - CRIME SCENE CLEANERS INC. Total:					130.00
Vendor: 2424 - CROCKETT AWARD & TROPHY SERVICES					
1668237	108328	09/19/2025	100-110-42201	DOUBLE PLATE ENGRAVED	26.49

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1668243	108328	09/19/2025	100-111-42201	NAME PLAQUE ENGRAVE	28.47
Vendor 2424 - CROCKETT AWARD & TROPHY SERVICES Total:					54.96
Vendor: DAS02 - DASH MEDICAL GLOVES, INC.					
INV1338770	108439	10/10/2025	100-222-42514	BLACK NITRILE EXAM GLOVES EVIDENCE	227.40
Vendor DAS02 - DASH MEDICAL GLOVES, INC. Total:					227.40
Vendor: DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE					
834649	108440	10/10/2025	100-116-42101	FINGERPRINT APPS	17.00
834649	108440	10/10/2025	100-221-42110	FINGERPRINT APPS	64.00
841590	108375	10/03/2025	100-116-42101	FINGERPRINTS HR	128.00
Vendor DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE Total:					209.00
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
86758808	108376	10/03/2025	100-10601	GASOLINE UNL CY	2,222.45
86773540	108376	10/03/2025	100-10601	GASOLINE UNL CY	1,992.72
86785249	108376	10/03/2025	100-10601	GASOLINE UNL CY	2,694.02
86804551	108483	10/17/2025	100-10601	GASOLINE UNL	2,761.65
86813652	108483	10/17/2025	100-10601	GASOLINE UNL	1,897.67
Vendor 1443 - DIESEL DIRECT WEST, INC. Total:					11,568.51
Vendor: DOL01 - DOLAN'S LUMBER					
SEPTEMBER 2025	108441	10/10/2025	100-343-44306	CITYWIDE PURCHASE	46.69
Vendor DOL01 - DOLAN'S LUMBER Total:					46.69
Vendor: 2396 - EAST BAY EDA					
FY25095	108484	10/17/2025	100-466-42401	2025 EAST BAY EDA MEMBERSHIP	3,409.00
Vendor 2396 - EAST BAY EDA Total:					3,409.00
Vendor: EBM01 - EBMUD					
231773-09232025	108485	10/17/2025	100-343-43102	2887 SIMAS AVE IRRIGATION USE ONLY	152.28
232841-09242025	108485	10/17/2025	100-345-43102	3790 PINOLE VALLEY RD-IRRIGATION USE ONLY	12,718.54
466641-08272025	108377	10/03/2025	100-343-43102	880 San Pablo Ave--Irrigation Use Only	199.03
520575-09232025	108485	10/17/2025	100-345-43102	2690 BOX CANYON RD-IRRIGATION USE ONLY	152.28
539199-09122025	108377	10/03/2025	500-642-43102	05005 HYDRAND PERMIT-CONSTRUCTION	1,000.08
556324-09242025	108485	10/17/2025	100-345-43102	3790 PINOLE VALLEY ROAD IRRIGATION USE ONLY	7,146.46
Vendor EBM01 - EBMUD Total:					21,368.67
Vendor: 2950 - ENVIRONMENTAL INNOVATIONS, INC.					
3222	108378	10/03/2025	106-466-42101	COMPLIANT BAG GUIDE OUTREACH TECHNICAL ASSIST	2,595.00
Vendor 2950 - ENVIRONMENTAL INNOVATIONS, INC. Total:					2,595.00
Vendor: 3098 - ESTRELLA SILVA					
09192025	108379	10/03/2025	100-116-42110	REIMBURSEMENT FOR LIVE SCAN SERVICES	35.00
Vendor 3098 - ESTRELLA SILVA Total:					35.00
Vendor: 2853 - EVERON, LLC					
159606141	108330	09/19/2025	209-552-42108	ALARM SYSTEM PSC	158.85
370999-09012025	108329	09/19/2025	209-553-42108	ALARM MONITORING PSC	120.70
Vendor 2853 - EVERON, LLC Total:					279.55
Vendor: 2948 - FEDERAL REALTY OP LP					
1062836	108380	10/03/2025	201-343-42513	RENTAL SPEACES PINOLE VISTA AUGUST 2025	100.00
988536-1	108380	10/03/2025	201-343-42513	RENTAL SPACES PINOLE VISTA SHOPPING MAY 2025	100.00
Vendor 2948 - FEDERAL REALTY OP LP Total:					200.00

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Vendor: FED01 - FEDEX					
8-980-28900	108331	09/19/2025	100-222-42201	FREIGHT OVERNIGHT PD	17.74
8-990-11784	108331	09/19/2025	100-222-42201	OVERNIGHT SERVICES PD	8.01
				Vendor FED01 - FEDEX Total:	25.75
Vendor: 2659 - FIONA EPPS					
08102025	108332	09/19/2025	100-111-42201	CANDY FOR CITIZENS ACADEMY AND CARDSTOCK PAPER RED	53.62
				Vendor 2659 - FIONA EPPS Total:	53.62
Vendor: FIS01 - FISHER SCIENTIFIC					
3570943	108442	10/10/2025	500-641-44303	ACETATE BUFF PH WPCP	122.16
3633734	108442	10/10/2025	500-641-44303	POT IOD W/V LABCHEM WPCP	118.32
				Vendor FIS01 - FISHER SCIENTIFIC Total:	240.48
Vendor: FLA09 - FLAGTIME, USA					
2412	108333	09/19/2025	100-343-44306	NEW FLAGS	352.95
				Vendor FLA09 - FLAGTIME, USA Total:	352.95
Vendor: 2921 - FORD PRO					
INV38787691	108443	10/10/2025	100-221-42107	FORD TELEMATICS LAW ENFORCEMENT PD	80.00
				Vendor 2921 - FORD PRO Total:	80.00
Vendor: FOR02 - FORENSIC SERVICES DIVISION					
PINPD-2507	108334	09/19/2025	100-222-42101	ALCOHOL FORENSIC SERVICES PD	400.00
PINPD-2507-Supp	108334	09/19/2025	100-222-42101	BLOOD WITHDRAWAL SERVICES 25-872	123.90
PINPD-2508	108444	10/10/2025	100-222-42101	BILLABLE SERVICES ALCOHOL, DMT BREATH DNA PD	1,075.00
PINPD-2508-Supp	108444	10/10/2025	100-222-42101	BLOOD WITHDRAWAL SERVICES PD	123.90
				Vendor FOR02 - FORENSIC SERVICES DIVISION Total:	1,722.80
Vendor: 2876 - GENASYS INC.					
INV005358	108381	10/03/2025	100-222-42101	GP-CONNECT PD070125- 063026	2,760.00
				Vendor 2876 - GENASYS INC. Total:	2,760.00
Vendor: 2457 - GEOLINKS					
BD0259264	108445	10/10/2025	525-118-43106	FIBER OPTIC CY	499.00
				Vendor 2457 - GEOLINKS Total:	499.00
Vendor: GLO08 - GLOBALSTAR					
000000098606244	108382	10/03/2025	525-118-43101	TELECOMMUNICATIONS DATA SEARCH PD	134.87
				Vendor GLO08 - GLOBALSTAR Total:	134.87
Vendor: 1653 - GOT POWER, INC.					
01-120968	108486	10/17/2025	100-343-42108	FUEL PUMP REPAIRS	3,229.88
				Vendor 1653 - GOT POWER, INC. Total:	3,229.88
Vendor: 1153 - GOVERNMENTJOBS.COM, INC					
INV-145999	108487	10/17/2025	525-118-42510	GOVERNMENT JOBS SUBSCRIPTIONS	7,284.93
				Vendor 1153 - GOVERNMENTJOBS.COM, INC Total:	7,284.93
Vendor: HAC01 - HACH COMPANY					
14664249	108383	10/03/2025	500-641-44303	STARCH INDICATOR/ PAO STD SOLN WPCP	401.24
14672399	108446	10/10/2025	500-641-44305	CHEMICALS FOR LAB WPCP	733.93
14682665	108446	10/10/2025	500-641-44305	PHENOLPHTHALEIN IND SOLN LAB SUPPLIES WPCP	39.26
14685090	108446	10/10/2025	500-641-44305	FILTER GLASS FBR LAB SUPPLIES WPCP	405.72
14685412	108446	10/10/2025	500-641-44306	EQUOTRASFERANT PH7 BUFFER LAB SUPPLIES WPCP	154.58

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
14689976	108488	10/17/2025	500-641-44306	RYTON SALT KYNAR WPCP	586.53
14690833	108488	10/17/2025	500-641-44306	DISSOLVED OXYGNE PWD WPCP	211.64
14694042	108488	10/17/2025	500-641-44305	POTASSIUM ACID PHTHALATE WPCP	162.08
Vendor HAC01 - HACH COMPANY Total:					2,694.98
Vendor: HAR01 - HARRINGTON INDUSTRIAL PLASTIC, LLC					
006P1243	108384	10/03/2025	500-641-44306	Y-STRAINER BUSHING FLUSH WPCP	619.75
006P1258	108384	10/03/2025	500-641-44306	VALVE BALL TUB PVC WPCP	200.33
006P1516	108489	10/17/2025	500-641-44306	SUPPLIES WPCP	401.49
Vendor HAR01 - HARRINGTON INDUSTRIAL PLASTIC, LLC Total:					1,221.57
Vendor: 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES					
SIN054716	108447	10/10/2025	100-115-42101	CONTRACT SERVICES JULY-SEPTEMBER 2025	1,524.41
SIN054829	108447	10/10/2025	106-115-42101	CONTRACT SERVICES TAX JULY-SEPT. 2025	300.00
Vendor 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:					1,824.41
Vendor: HOM01 - HOME DEPOT CREDIT SERVICE					
SEPTEMBER 2025	108385	10/03/2025	100-221-42107	CITYWIDE PURCHASES	15.17
SEPTEMBER 2025	108385	10/03/2025	100-222-42108	CITYWIDE PURCHASES	5.99
SEPTEMBER 2025	108385	10/03/2025	100-343-42108	CITYWIDE PURCHASES	25.94
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	162.78
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	87.24
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	135.32
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	85.15
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	68.34
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	109.28
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	21.81
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	75.25
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	124.03
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	15.27
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	-63.33
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	48.99
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	50.21
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	46.86
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	8.85
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	6.52
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	-21.81
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	21.82
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	53.65
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	-69.79
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	36.84
SEPTEMBER 2025	108385	10/03/2025	100-343-44306	CITYWIDE PURCHASES	27.27
SEPTEMBER 2025	108385	10/03/2025	100-345-44306	CITYWIDE PURCHASES	65.11
SEPTEMBER 2025	108385	10/03/2025	500-641-44306	CITYWIDE PURCHASES	85.17
SEPTEMBER 2025	108385	10/03/2025	500-641-44306	CITYWIDE PURCHASES	51.95
SEPTEMBER 2025	108385	10/03/2025	500-641-44306	CITYWIDE PURCHASES	63.06
SEPTEMBER 2025	108385	10/03/2025	500-642-42514	CITYWIDE PURCHASES	79.69
SEPTEMBER 2025	108385	10/03/2025	500-642-42514	CITYWIDE PURCHASES	154.63
Vendor HOM01 - HOME DEPOT CREDIT SERVICE Total:					1,577.26
Vendor: HOR05 - HORIZON					
1R353414	108335	09/19/2025	100-345-44306	RAIN BIRD SUPPLIES	52.72
Vendor HOR05 - HORIZON Total:					52.72
Vendor: IED02 - IEDA, INC.					
25094	108448	10/10/2025	100-116-42101	LABOR RELATIONS FEES OCTOBER 20235	2,740.42
Vendor IED02 - IEDA, INC. Total:					2,740.42

WARRANT LISTING

Payment Dates: 9/13/2025 - 10/17/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: IMA01 - IMAGE SALES, INC.					
0079205-IN	108386	10/03/2025	100-221-42201	BADGES PD	164.63
0079209-IN	108386	10/03/2025	100-221-42201	BADGES PD	456.44
0079217-IN	108386	10/03/2025	100-221-42201	BADGES AND ID	32.81
0079238-IN	108386	10/03/2025	100-221-42201	BADGES AND ID	74.18
0079254-IN	108386	10/03/2025	100-221-42201	BADGES AND ID	32.81
0079312-IN	108490	10/17/2025	100-221-42201	BADGES PD	74.18
Vendor IMA01 - IMAGE SALES, INC. Total:					835.05
Vendor: J&O01 - J & O COMMERCIAL TIRE CTR					
175072	108387	10/03/2025	100-345-42107	REMA UNIVERSAL REPAIR UNIT	307.59
175251	108387	10/03/2025	207-344-42107	TIRES REPAIR	708.51
Vendor J&O01 - J & O COMMERCIAL TIRE CTR Total:					1,016.10
Vendor: JWE01 - J. W. ENTERPRISES - NORTH					
268739	108388	10/03/2025	100-551-42511	PORTEABLE TOILET RENTAL	144.83
Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:					144.83
Vendor: COR15 - JACQUELINE L CORL-SEIDEL					
AUGUST 2025	108491	10/17/2025	209-552-42101	INSTRUCTOR FEES AUGUST 2025 PSC	701.40
Vendor COR15 - JACQUELINE L CORL-SEIDEL Total:					701.40
Vendor: 1611 - JANICE M. BYER					
AUGUST 2025	108336	09/19/2025	209-552-42101	INSTRUCTOR FEE PSC	700.00
Vendor 1611 - JANICE M. BYER Total:					700.00
Vendor: JAN92 - JAN-PRO OF THE GREATER BAY AREA					
31058	108389	10/03/2025	209-554-42108	MONTHLY JANITORIAL SERVICES PYC OCTOBER 2025	497.63
31059	108389	10/03/2025	209-552-42108	MONTHLY JANITORIAL SERVICES PSC OCTOBER 2025	460.48
31060	108389	10/03/2025	209-552-43810	MONTHLY JANITORIAL SERVICES KITCHEN PSC OCTOBER 25	442.56
31061	108389	10/03/2025	209-553-42108	MONTHLY JANITORIAL SERVICES TINY TOTS OCT. 2025	531.51
Vendor JAN92 - JAN-PRO OF THE GREATER BAY AREA Total:					1,932.18
Vendor: 2963 - JAZMINE LOUIS					
10022025	108492	10/17/2025	100-221-42302	TOC TRAINING-PD	318.69
10022025	108492	10/17/2025	100-221-42303	TOC TRAINING-PD	198.00
Vendor 2963 - JAZMINE LOUIS Total:					516.69
Vendor: 2977 - JOSE A. VARGAS					
09152025	108337	09/19/2025	209-20012	SECURITY SERVICES 9/27 PSC	720.00
09152025-1	108337	09/19/2025	209-20012	SECURITY SERVICES 9/27 PYC	320.00
09242025	108390	10/03/2025	209-554-38112	SECURITY GUARDS RENTAL 10/4/25 PYC	320.00
09242025-1	108390	10/03/2025	209-552-38112	SECURITY SERVICES RENTAL 10/4/25 PSC	360.00
09262025	108390	10/03/2025	209-552-38112	SECURITY SERVICES 9/27/25 PSC	240.00
10182025	108493	10/17/2025	209-552-38112	SECURITY SERVICES RENTAL 10182025 PSC	240.00
10252025	108493	10/17/2025	209-552-38112	SECURITY SERVICES RENTAL 10252025 PSC	600.00
10262025	108493	10/17/2025	209-554-38112	SECURITY SERVICES 10262025 PYC	160.00
Vendor 2977 - JOSE A. VARGAS Total:					2,960.00
Vendor: 3053 - JOSE LUIS GRAY					
09212025	108391	10/03/2025	100-221-42302	REIMBURSEMENT MILEAGE TO POLICE ACADEMY	551.60
10052025	108449	10/10/2025	100-221-42302	REIMBURSEMENT MILEAGE TO POLICE ACADEMY	551.60
Vendor 3053 - JOSE LUIS GRAY Total:					1,103.20

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Payment Dates: 9/13/2025 - 10/17/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2954 - K.J. WOODS CONSTRUCTION, INC.					
24-42410	108338	09/19/2025	500-642-47201	CONSTRUCTION SERVICES PINON TRUNK SEWER	812,451.42
Vendor 2954 - K.J. WOODS CONSTRUCTION, INC. Total:					812,451.42
Vendor: KAI02 - KAISER PERMANETE					
9001393775	108392	10/03/2025	100-116-42101	ON THE JOB SERVICES PREEMPLOYMENT	380.00
9001393775	108392	10/03/2025	100-221-42101	ON THE JOB SERVICES PREEMPLOYMENT	824.00
Vendor KAI02 - KAISER PERMANETE Total:					1,204.00
Vendor: 2924 - KEISHA STEPHNEY					
10042025	108494	10/17/2025	209-20307	SECURITY DEPOSIT REFUND RENTAL 10042025 GAZEBO ARE	210.00
Vendor 2924 - KEISHA STEPHNEY Total:					210.00
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000034356	108393	10/03/2025	500-641-44302	SLUDGE REMOVAL WPCP	7,242.25
4212-000034400	108450	10/10/2025	500-641-44302	SLUDGE REMOVAL WPCP	6,914.44
Vendor KEL09 - KELLER CANYON LANDFILL Total:					14,156.69
Vendor: KEN09 - KENNEDY AND ASSOCIATES, INC.					
25-169	108495	10/17/2025	207-344-42101	STORMWATER SERVICES	5,830.61
Vendor KEN09 - KENNEDY AND ASSOCIATES, INC. Total:					5,830.61
Vendor: KIM01 - KIMBALL MIDWEST					
103501043	108394	10/03/2025	500-642-44410	SAFETY GEAR CY	1,762.51
103536727	108394	10/03/2025	100-343-44410	TEXTURED NITRILE GLOVE CY	115.81
103587101	108394	10/03/2025	100-343-44410	TEXTURED NITRILE GLOVES CY	458.68
103669306	108394	10/03/2025	500-642-44410	NITRILE GLOVES AND SAFETY GLASSES CY	1,444.85
Vendor KIM01 - KIMBALL MIDWEST Total:					3,781.85
Vendor: KNO03 - KNORR SYSTEMS, INC.					
277224	108339	09/19/2025	209-557-42108	CHLORINE AND MURIATIC ACID SWIM CENTER	2,313.84
Vendor KNO03 - KNORR SYSTEMS, INC. Total:					2,313.84
Vendor: KUB00 - KUBWATER RESOURCES, INC.					
13325	108496	10/17/2025	500-641-44303	ZETAG BAGS WPCP	26,172.72
Vendor KUB00 - KUBWATER RESOURCES, INC. Total:					26,172.72
Vendor: LAN15 - LANGUAGE LINE SERVICES					
11728302	108451	10/10/2025	100-223-42101	OVER THE PHONE TRANSLATION PD	27.26
Vendor LAN15 - LANGUAGE LINE SERVICES Total:					27.26
Vendor: 1253 - LIL' FROG CREATIONS					
1237	108395	10/03/2025	209-551-42515	PRINTED SIGNS FOR FALL EVENTS RECREATION	197.17
1238	108395	10/03/2025	209-551-42515	PRINTE 4 SIGNS HALLOWEEN MOVIE NIGHT RECREATION	277.20
Vendor 1253 - LIL' FROG CREATIONS Total:					474.37
Vendor: MAN01 - MANNA FOODS, INC.					
1045502	108396	10/03/2025	209-552-43804	FOOD PROGRAM PSC	227.27
1049399	108396	10/03/2025	209-552-43804	FOOD PROGRAM PSC	357.75
Vendor MAN01 - MANNA FOODS, INC. Total:					585.02
Vendor: MCM05 - MCMASTER-CARR SUPPLY CO.					
51181871	108340	09/19/2025	500-641-44306	REPAIRS SUPPLIES WPCP	151.26
51322876	108340	09/19/2025	500-641-44306	SUPPLIES FOR REPAIRS WPCP	112.55
51487352	108340	09/19/2025	500-641-44306	NOZZLE FOR HOSE SAFETY RAILING WPCP	760.97
52030279	108452	10/10/2025	500-641-44306	SUPPLIES FOR REPAIRS WPCP	277.78
Vendor MCM05 - MCMASTER-CARR SUPPLY CO. Total:					1,302.56

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Payment Dates: 9/13/2025 - 10/17/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 3104 - MEIER AND SONS ROOFING					
10092025	108497	10/17/2025	100-000-31510	OVERPAYMENT BL FESS BL23-05311	59.00
Vendor 3104 - MEIER AND SONS ROOFING Total:					59.00
Vendor: 1139 - MICHAEL BAKER INTERNATIONAL, INC.					
1262288	108498	10/17/2025	212-461-42101	PROFESSIONAL SERVICES MARCH 31- AUGUST 2025	8,556.22
Vendor 1139 - MICHAEL BAKER INTERNATIONAL, INC. Total:					8,556.22
Vendor: 3100 - MICHAEL WILLIS					
09122025	108398	10/03/2025	209-20307	SECURITY DEPOSIT REFUND 08/16/25	210.00
Vendor 3100 - MICHAEL WILLIS Total:					210.00
Vendor: 2433 - MOUNTAIN INSIGHT CONSULTING					
09122025	108399	10/03/2025	100-111-42101	TRAINING STAFF AND DEVELOPMENT MANAGERS	6,975.60
Vendor 2433 - MOUNTAIN INSIGHT CONSULTING Total:					6,975.60
Vendor: MUN07 - MUNICIPAL POOLING AUTH.					
INV004286	108499	10/17/2025	100-116-42101	DOT DRUG AND ALCOHOL Q2 FY24-25 (10/24-12/24)	204.61
INV004635	108499	10/17/2025	209-551-42301	WELLNES EVENT CPR 5/20/25	67.24
INV004635	108499	10/17/2025	209-552-42301	WELLNES EVENT CPR 5/20/25	89.64
INV004635	108499	10/17/2025	209-553-42301	WELLNES EVENT CPR 5/20/25	89.64
INV004635	108499	10/17/2025	209-554-42301	WELLNES EVENT CPR 5/20/25	67.23
Vendor MUN07 - MUNICIPAL POOLING AUTH. Total:					518.36
Vendor: OFF09 - OFFICE OF THE SHERIFF CCC					
25-3375	108341	09/19/2025	100-111-42514	KEY TO THE CITY PLAQUE ENGRAVE	10.98
Vendor OFF09 - OFFICE OF THE SHERIFF CCC Total:					10.98
Vendor: OFF10 - OFFICE OF THE SHERIFF-CORONER- CCC					
25/26 Pinol	108453	10/10/2025	100-223-42106	ARIES MAINTENANCE FY 25/26 2562/9739	8,770.00
Vendor OFF10 - OFFICE OF THE SHERIFF-CORONER- CCC Total:					8,770.00
Vendor: O'R01 - O'REILLY AUTOMOTIVE, INC					
SEPTEMBER 2025	108400	10/03/2025	100-221-42107	CITYWIDE PURCHASES	9.78
SEPTEMBER 2025	108400	10/03/2025	100-221-42107	CITYWIDE PURCHASES	52.79
SEPTEMBER 2025	108400	10/03/2025	100-343-44306	CITYWIDE PURCHASES	269.72
SEPTEMBER 2025	108400	10/03/2025	100-343-44306	CITYWIDE PURCHASES	52.89
SEPTEMBER 2025	108400	10/03/2025	100-343-44306	CITYWIDE PURCHASES	32.87
SEPTEMBER 2025	108400	10/03/2025	500-642-42514	CITYWIDE PURCHASES	167.84
Vendor O'R01 - O'REILLY AUTOMOTIVE, INC Total:					585.89
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
100402075279	108401	10/03/2025	100-343-42108	MAINTENANCE SERVICE OCTOBER 2025 CH	133.68
100402075312	108401	10/03/2025	100-222-42108	MAINTENANCE SERVICE OCTOBER 2025 PUBLIC SAFETY BLD	133.41
Vendor OTI01 - OTIS ELEVATOR COMPANY Total:					267.09
Vendor: 3101 - PACIFIC GENERAL ENGINEERING					
09172025	108402	10/03/2025	100-341-33221	OVERPAYMENT REFUND PERMIT PW25-0040	215.00
Vendor 3101 - PACIFIC GENERAL ENGINEERING Total:					215.00
Vendor: PAC55 - PACIFIC SITE MANAGEMENT					
4213882	108403	10/03/2025	100-222-42108	MONTHLY LANDSCAPE SERVICES	167.99
4213882	108403	10/03/2025	100-231-42108	MONTHLY LANDSCAPE SERVICES	450.13
4213882	108403	10/03/2025	100-343-42108	MONTHLY LANDSCAPE SERVICES	240.14

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Payment Dates: 9/13/2025 - 10/17/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
4213882	108403	10/03/2025	100-345-42108	MONTHLY LANDSCAPE SERVICES	7,721.19
4213882	108403	10/03/2025	200-342-42108	MONTHLY LANDSCAPE SERVICES	447.98
4213882	108403	10/03/2025	201-343-42108	MONTHLY LANDSCAPE SERVICES	732.28
4213882	108403	10/03/2025	209-552-42108	MONTHLY LANDSCAPE SERVICES	272.45
4213882	108403	10/03/2025	209-553-42108	MONTHLY LANDSCAPE SERVICES	283.22
4213882	108403	10/03/2025	209-557-42108	MONTHLY LANDSCAPE SERVICES	283.22
4213882	108403	10/03/2025	310-347-42108	MONTHLY LANDSCAPE SERVICES	82.92
4213882	108403	10/03/2025	310-348-42108	MONTHLY LANDSCAPE SERVICES	87.23
4213967	108500	10/17/2025	100-222-42108	MONTHLY LANDSCAPE SERVICES	167.99
4213967	108500	10/17/2025	100-231-42108	MONTHLY LANDSCAPE SERVICES	450.13
4213967	108500	10/17/2025	100-343-42108	MONTHLY LANDSCAPE SERVICES	240.14
4213967	108500	10/17/2025	100-345-42108	MONTHLY LANDSCAPE SERVICES	7,721.19
4213967	108500	10/17/2025	200-342-42108	MONTHLY LANDSCAPE SERVICES	447.98
4213967	108500	10/17/2025	201-343-42108	MONTHLY LANDSCAPE SERVICES	732.28
4213967	108500	10/17/2025	209-552-42108	MONTHLY LANDSCAPE SERVICES	272.45
4213967	108500	10/17/2025	209-553-42108	MONTHLY LANDSCAPE SERVICES	283.22
4213967	108500	10/17/2025	209-557-42108	MONTHLY LANDSCAPE SERVICES	283.22
4213967	108500	10/17/2025	310-347-42108	MONTHLY LANDSCAPE SERVICES	82.92
4213967	108500	10/17/2025	310-348-42108	MONTHLY LANDSCAPE SERVICES	87.23
Vendor PAC55 - PACIFIC SITE MANAGEMENT Total:					21,537.50
Vendor: 2630 - PET FOOD EXPRESS, LLC					
384-0825-01	108404	10/03/2025	100-221-42514	FOOD FOR MILO	73.57
384-0825-02	108404	10/03/2025	100-221-42514	FOOD FOR MILO K9	23.14
384-0925-01	108404	10/03/2025	100-221-42514	FOOD FOR MILO K9	73.57
Vendor 2630 - PET FOOD EXPRESS, LLC Total:					170.28
Vendor: PGE01 - PG&E					
0081-09162025	108501	10/17/2025	200-342-43103	2501 SAN PABLO AVE TRAFFIC CONTROLLER	122.71
0209-09162025	108501	10/17/2025	200-342-43103	S/E CORNER SAN PABLO AVE & TENNENT TRAFFIC SIGNAL	136.51
0217-09152025	108501	10/17/2025	100-345-43103	TENNENT & PARK ST CLUB HOUSE	28.75
0466-09152025	108454	10/10/2025	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	239.48
0466-09152025	108454	10/10/2025	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	359.22
0498-09092025	108405	10/03/2025	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	1,686.83
0813-09152025	108501	10/17/2025	200-342-43103	2149 1/2 APPIAN WAY TRAFFIC SIGNAL	94.40
0883-09102025	108405	10/03/2025	100-222-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	763.93
0883-09102025	108405	10/03/2025	100-223-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	152.79

WARRANT LISTING

Payment Dates: 9/13/2025 - 10/17/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
0883-09102025	108405	10/03/2025	100-231-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	611.14
0887-09302025	108501	10/17/2025	200-342-43103	PINON AVE & SAN PABLO AVE TRAFFIC SIGNAL	159.74
0923-09152025	108501	10/17/2025	100-110-43103	2131 PEAR ST	177.59
0923-09152025	108501	10/17/2025	100-111-43103	2131 PEAR ST	233.66
0923-09152025	108501	10/17/2025	100-112-43103	2131 PEAR ST	257.03
0923-09152025	108501	10/17/2025	100-115-43103	2131 PEAR ST	640.24
0923-09152025	108501	10/17/2025	100-116-43103	2131 PEAR ST	186.93
0923-09152025	108501	10/17/2025	100-117-43103	2131 PEAR ST	2,079.62
0923-09152025	108501	10/17/2025	100-343-43103	2131 PEAR ST	3,874.17
0923-09152025	108501	10/17/2025	200-342-43103	2131 PEAR ST	677.63
0923-09152025	108501	10/17/2025	212-461-43103	2131 PEAR ST	280.40
0923-09152025	108501	10/17/2025	212-462-43103	2131 PEAR ST	705.67
0923-09152025	108501	10/17/2025	285-464-43103	2131 PEAR ST	233.66
1093-09292025	108501	10/17/2025	500-642-43103	W END/HAZEL AVE SEWAGE PLANT	954.14
1121-09172025	108501	10/17/2025	200-342-43103	DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT	104.76
1233-09172025	108501	10/17/2025	200-342-43103	SAN PABLO AVE TRAFFIC SIGNAL	119.30
1798-09252025	108501	10/17/2025	200-342-43103	2935 PINOLE VALLEY RD. TRAFFIC SIGNAL	222.84
1801-09072025	108405	10/03/2025	209-553-43103	2454 SIMAS AVE REC CTR & POOL	22.92
2182-09302025	108501	10/17/2025	200-342-43103	OAKRIDGE/SAN PABLO AVE TRAFFIC SIGNAL	101.03
2222-09182025	108501	10/17/2025	100-345-43103	STREET AND HIGHWAY LIGHTING	49.39
2222-09182025	108501	10/17/2025	200-342-43103	STREET AND HIGHWAY LIGHTING	37,581.06
2222-09182025	108501	10/17/2025	310-347-43103	STREET AND HIGHWAY LIGHTING	280.00
2222-09182025	108501	10/17/2025	310-348-43103	STREET AND HIGHWAY LIGHTING	400.00
2506-09152025	108501	10/17/2025	215-341-43103	701 Pinon/2489 San Pablo- Electric CHGS	30.33
2615-09162025	108501	10/17/2025	100-345-43103	S/E CORNER OF ROGERS & NOB HILL SPRINKLER SYSTEM	1.57
2620-09172025	108501	10/17/2025	200-342-43103	N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG	154.11
2793-09162025	108501	10/17/2025	200-342-43103	1451 FITZGERALD DR TRAFFIC SIGNAL	127.04
3029-09102025	108405	10/03/2025	100-345-43103	1270 ADOBE RD @ OUTSIDE BATHROOMS	117.12
3311-09162025	108501	10/17/2025	200-342-43103	PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER	171.37
3537-09152025	108501	10/17/2025	100-343-43103	659 TENNENT AVE PARKING LOT LIGHTS	62.42
3834-09042025	108405	10/03/2025	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	51.98
3850-09152025	108454	10/10/2025	100-345-43103	601 TENNENT AVE CARETAKER'S SHED	108.98
3879-09242025	108501	10/17/2025	200-342-43103	N COR RAMONA ST AND PINOLE VALLEY RD	176.42
3914-09152025	108501	10/17/2025	100-345-43103	FERNANDEZ PARK BALLPARK LIGHTING	446.22
4065-09152025	108501	10/17/2025	100-343-43103	2937 PINOLE VALLEY RD TENNIS CT LIGHTS	419.05
4157-09092025	108405	10/03/2025	100-222-43103	809 CITY HALL	17.16
4193-09162025	108501	10/17/2025	200-342-43103	HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER	88.98
4256-09242025	108501	10/17/2025	500-641-43103	11 TENNANT AVE	91,934.11

WARRANT LISTING

Payment Dates: 9/13/2025 - 10/17/2025

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
4368-09152025	108501	10/17/2025	200-342-43103	APPIAN WAY & TARA HILLS TRAFFIC SIGNAL	206.42
4430-09242025	108501	10/17/2025	100-345-43103	S/O MARLESTA 1ST POLE-SPRINKLER CONTROLLER	9.70
4612-09152025	108501	10/17/2025	201-343-43103	2100 SAN PABLO AVE FARIA HOUSE	41.82
5127-09162025	108501	10/17/2025	500-642-43103	893 1/2 SAN PABLO AVE PUMP STATION	338.10
5137-09112025	108454	10/10/2025	209-557-43103	2450 SIMAS AVE SWIM CTR	341.70
5374-09162025	108501	10/17/2025	200-342-43103	1220 PINOLE VALLEY RD TRAFFIC SIGNAL	158.72
5387-09162025	108501	10/17/2025	100-345-43103	588 MARLESTA RD LOUIS FRANCIS PARK	57.81
6043-09092025	108405	10/03/2025	100-231-43103	3790 PINOLE VALLEY RD	26.19
6521-09252025	108501	10/17/2025	200-342-43103	IFO 971 SAN PABLO AVE-TRAFFIC SIGNAL CONTROL	156.55
6897-09252025	108501	10/17/2025	200-342-43103	PINOLE VALLEY RD & ESTATES AVE-TRAFFIC LIGHT CTRL	95.75
6969-09152025	108501	10/17/2025	201-343-43103	2361 SAN PABLO AVE PARKING LOT LIGHTS	158.35
7114-09162025	108501	10/17/2025	200-342-43103	2429 SAN PABLO AVE	155.30
7509-09152025	108501	10/17/2025	200-342-43103	TARA HILLS DR 500 FT APPIAN WAY TRAFFIC SIGNAL	91.31
7547-09252025	108501	10/17/2025	100-222-43103	880 Tennent Ave-Public Safety Facility	6,461.70
7547-09252025	108501	10/17/2025	100-223-43103	880 Tennent Ave-Public Safety Facility	1,292.34
7547-09252025	108501	10/17/2025	100-231-43103	880 Tennent Ave-Public Safety Facility	5,169.36
7964-09152025	108501	10/17/2025	310-348-43103	2680 PINOLE VALLEY RD MEDIAN IRRIGATION SHOPPING C	6.33
8086-09162025	108501	10/17/2025	200-342-43103	N/S BORDER CITY OF PINOLE	109.67
8511-09232025	108501	10/17/2025	100-345-43103	W/S PINOLE SHORES DR-SPRINKLER CONTROLLER	13.08
8517-09092025	108405	10/03/2025	500-642-43103	FRT OF 3490 SAVAGE AVE PUMP FOR SEWER	1.72
8687-09172025	108501	10/17/2025	200-342-43103	FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL	148.75
8716-09102025	108405	10/03/2025	500-641-43103	SEWAGE PLNT-FT OF TENNENT	2,866.42
9824-09162025	108501	10/17/2025	310-347-43103	1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC	159.39
9900-09112025	108405	10/03/2025	200-342-43103	2303 GRANADA CT TRAFFIC CONTROL SERVICE	178.29
9929-09232025	108501	10/17/2025	201-343-43103	790 PINOLE SHORES DR-NEW METAL BUILDING	128.82
9961-09242025	108454	10/10/2025	209-552-43103	2500 CHARLES ST-SENIOR CENTER	5,282.43
9985-09152025	108501	10/17/2025	201-343-43103	NEAR 795 FERNANDEZ PARKING LOT LIGHTS	118.05
Vendor PGE01 - PG&E Total:					171,218.47
Vendor: PIN51 - PINOLE VALLEY HIGH SCHOOL					
10012025	108455	10/10/2025	100-221-33218	REFUND OF PARADE PERMIT	30.00
Vendor PIN51 - PINOLE VALLEY HIGH SCHOOL Total:					30.00
Vendor: PIT06 - PITNEY BOWES					
1028227003	108456	10/10/2025	525-118-42203	INK AND SEALER SUPPLIES FOR POSTAGE MACHINE	405.33
Vendor PIT06 - PITNEY BOWES Total:					405.33
Vendor: 3040 - PRAJWOL BHANDARI					
10072025	108504	10/17/2025	100-111-42514	COFFEE AND DONUTS FOR COFFEE WITH CM	32.20
Vendor 3040 - PRAJWOL BHANDARI Total:					32.20

WARRANT LISTING				Payment Dates: 9/13/2025 - 10/17/2025	
Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1009 - PRECISION IT CONSULTING					
15501	108457	10/10/2025	525-118-42101	SECURITY SERVICES OCT. AND NOV. 2025	5,750.00
15502	108457	10/10/2025	525-118-42510	MICROSOFT USAGE FOR SEPT. 2025	3,865.92
15503	108457	10/10/2025	525-118-42105	BDR SUBSCRIPTION FOR NOV. 2025	1,815.00
Vendor 1009 - PRECISION IT CONSULTING Total:					11,430.92
Vendor: 2388 - PRESTIGE PRINTING AND GRAPHICS					
104612	108342	09/19/2025	100-221-42201	PD BUSINESS CARDS	337.63
104618	108342	09/19/2025	100-221-42201	PD BUSINESS CARDS ADMIN AND CSO	498.32
104743	108342	09/19/2025	100-115-42201	BUSINESS CARDS FINANCE DIRECTOR	97.63
Vendor 2388 - PRESTIGE PRINTING AND GRAPHICS Total:					933.58
Vendor: PRI18 - PRIORITY 1 PUBLIC SAFETY EQUIPMENT					
10452	108406	10/03/2025	100-221-42107	FIX LIGHT SIREN AND PA MIC LABOR	261.46
10482	108505	10/17/2025	100-221-42107	REMOVE ALL EMERGENCY EQUIPMENT OLD PATROL CAR	800.00
Vendor PRI18 - PRIORITY 1 PUBLIC SAFETY EQUIPMENT Total:					1,061.46
Vendor: 2813 - PROPRINT					
4438	108343	09/19/2025	100-111-42201	YEAR IN REVIEW LOOK AHEAD REPORT	2,143.26
Vendor 2813 - PROPRINT Total:					2,143.26
Vendor: 2985 - PURETEC INDUSTRIAL WATER					
2348194	108458	10/10/2025	500-641-44305	LAB DI WATER SYSTEM WPCP	48.00
Vendor 2985 - PURETEC INDUSTRIAL WATER Total:					48.00
Vendor: 2733 - PURPOSE-BUILT TRADE CO.					
6957	108506	10/17/2025	100-116-42514	POLO SHIRTS FOR FALL EVENTS	7,742.84
Vendor 2733 - PURPOSE-BUILT TRADE CO. Total:					7,742.84
Vendor: 3099 - RAIM ARELLANO					
09162025	108407	10/03/2025	100-116-42110	REIMBURSEMENT LIVESCAN FINGERPRINT	77.00
Vendor 3099 - RAIM ARELLANO Total:					77.00
Vendor: 2783 - READYFRESH					
05I6708041107	108344	09/19/2025	100-222-42201	WATER FOR PD	281.78
05I6708050237	108344	09/19/2025	100-111-42201	WATER FOR CITY HALL	143.87
05I8720332206	108408	10/03/2025	100-343-44306	WATER FOR CY	132.40
05I6708041107	108507	10/17/2025	100-222-42201	WATER FOR PD	281.78
35I6708050237	108459	10/10/2025	100-111-42201	WATER FOR CH	289.12
35I6709787258	108459	10/10/2025	500-641-42201	WATER FOR WPCP	254.45
45I67080050237	108459	10/10/2025	100-111-42201	WATER FOR CH	77.93
Vendor 2783 - READYFRESH Total:					1,461.33
Vendor: 2646 - ROADS SAFE TRAFFIC SYSTEMS, INC.					
250347	108409	10/03/2025	100-342-44306	248 MARKING PAINT FLOURESCENT GREEN	92.98
250380	108409	10/03/2025	100-342-44306	WATER BASE WHITE CA SPEC PAINT	386.87
Vendor 2646 - ROADS SAFE TRAFFIC SYSTEMS, INC. Total:					479.85
Vendor: 2273 - ROY'S SEWER SERVICE, INC.					
231594	108410	10/03/2025	500-642-47201	VACTOR TRUCK AND CREW	14,069.20
Vendor 2273 - ROY'S SEWER SERVICE, INC. Total:					14,069.20
Vendor: ROS08 - RSG, INC.					
13850	108345	09/19/2025	285-464-42101	HOUSING POLICY AND IN-LIEW FEE STUDY	2,181.25
13990	108411	10/03/2025	100-466-42101	ECONOMIC DEVELOPMENT STRATEGY	618.75

WARRANT LISTING

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
14099	108508	10/17/2025	285-464-42101	COMPLIANCE MONITORING FY25-26	303.75
14144	108508	10/17/2025	100-466-42101	ECONOMIC DEVELOPMENT STRATEGY	68.75
14145	108508	10/17/2025	285-464-42101	HOUSING CONSULTING SERVICES FY25-26	68.75
14146	108508	10/17/2025	285-464-42101	HOUSING POLICY AND IN-LIEU FEE STUDY	918.75
14228	108508	10/17/2025	285-464-42101	COMPLIANCE MONITORING FY25-26	3,457.50
14229	108508	10/17/2025	285-464-42101	HOUSING CONSULTING SERVICES FY25-26	343.75
14230	108508	10/17/2025	285-464-42101	HOUSING POLICY AND IN-LIEU FEE STUDY	2,337.50
14231	108508	10/17/2025	100-117-42101	PROPERTY DISPOSITION SERVICES COMM	1,517.50
14231	108508	10/17/2025	285-464-42101	CORNER/FARIA PROPERTY DISPOSITION SERVICES COMM CORNER/FARIA	1,517.50
				Vendor ROS08 - RSG, INC. Total:	13,333.75
Vendor: 1450 - RUBENSTEIN SUPPLY COMPANY					
S2729204.001	108412	10/03/2025	100-345-44306	SLOAN 3011680 ROYAL FLUSH VALVE	537.15
S2739759.001	108412	10/03/2025	100-345-44306	HAWS 3380G OUTDOOR VANDAL RESISTENT STEEL PEDESTAL	3,474.71
S2743756.001	108412	10/03/2025	100-343-44306	PLUMBING SUPPLIES FOR REPAIRS	805.51
				Vendor 1450 - RUBENSTEIN SUPPLY COMPANY Total:	4,817.37
Vendor: SAN36 - SAN DIEGO POLICE EQUIP CO					
666556	108460	10/10/2025	100-221-42514	FED-AE223N-CF FMJ BOAT TAIL	1,976.12
				Vendor SAN36 - SAN DIEGO POLICE EQUIP CO Total:	1,976.12
Vendor: 1714 - SHERRI D. LEWIS					
CC03PINOLE-FY2025/26	108346	09/19/2025	100-112-42101	PREPARE MINUTE FOR CC MTG 09022025	450.00
CC04PINOLE-FY2025/26	108509	10/17/2025	100-112-42101	PREPARE MINUTES CC MEETING 09162025	825.00
PC01PINOLE-FY2025/26	108346	09/19/2025	212-461-42514	PREPARE PC MINUTES 082525	300.00
				Vendor 1714 - SHERRI D. LEWIS Total:	1,575.00
Vendor: 2632 - SHIPLEY POOL SERVICE					
13685	108461	10/10/2025	209-557-42108	MONTHLY POOL SERVICE	3,954.14
				Vendor 2632 - SHIPLEY POOL SERVICE Total:	3,954.14
Vendor: 2657 - SHRED CITY, LLC					
23977090825	108510	10/17/2025	100-112-42101	DOCUMENT DESTRUCTION FLAT RATE	125.00
23977100625	108510	10/17/2025	100-112-42101	FLAT RATE DESTRUCTION 1/32 GALLON CONSOLES	125.00
23979081125	108510	10/17/2025	100-221-42101	SHREDDING AUGUST 2025	200.00
23979090825	108510	10/17/2025	100-221-42101	SHREDDING SEPT. 2025	200.00
23979100625	108510	10/17/2025	100-221-42101	SHREDDING OCT. 2025	200.00
				Vendor 2657 - SHRED CITY, LLC Total:	850.00
Vendor: 2688 - SHUMS CODA ASSOCIATES, INC.					
11532	108511	10/17/2025	212-462-42101	PLAN REVIEW SERVICES AUGUST 2025	5,951.89
				Vendor 2688 - SHUMS CODA ASSOCIATES, INC. Total:	5,951.89
Vendor: SQU00 - SQUARE DEAL GARAGE					
53184	108347	09/19/2025	100-343-42107	OIL CHANGE AND REPAIRS	1,040.56
53523	108413	10/03/2025	100-343-42107	BRAKE FLUID BRAKE ROTO ALTERNATOR	1,410.24

WARRANT LISTING

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
53626	108512	10/17/2025	100-343-42107	FIX LOOSE STEERING LINKAGE	190.00
Vendor SQU00 - SQUARE DEAL GARAGE Total:					2,640.80
Vendor: STA42 - STAPLES BUSINESS CREDIT					
AUGUST 2025	108348	09/19/2025	100-111-42201	CITYWIDE OFFICE SUPPLIES	47.39
AUGUST 2025	108348	09/19/2025	100-111-42201	CITYWIDE OFFICE SUPPLIES	75.08
AUGUST 2025	108348	09/19/2025	100-111-42201	CITYWIDE OFFICE SUPPLIES	116.61
AUGUST 2025	108348	09/19/2025	100-111-42201	CITYWIDE OFFICE SUPPLIES	437.55
AUGUST 2025	108348	09/19/2025	209-554-42201	CITYWIDE OFFICE SUPPLIES	46.85
AUGUST 2025	108348	09/19/2025	212-461-42201	CITYWIDE OFFICE SUPPLIES	18.15
Vendor STA42 - STAPLES BUSINESS CREDIT Total:					741.63
Vendor: 2995 - STAPLES CONSTRUCTION COMPANY, INC.					
1764-35.0.05	108462	10/10/2025	106-20011	CONSTRUCTION FOR CIP FA2301 PSB MODERNIZATION	1,064.46
1764-35.0.06 RET	108462	10/10/2025	106-20026	CONSTRUCTION FOR CIP FA2301 PSB MODERNIZATION	8,300.64
Vendor 2995 - STAPLES CONSTRUCTION COMPANY, INC. Total:					9,365.10
Vendor: 2296 - SWENSONS MOBILE FLEET REPAIR					
INV-3946	108414	10/03/2025	100-343-42107	FLEET REPAIR	125.00
INV-3947	108414	10/03/2025	100-343-42107	FLEET REPAIR	125.00
Vendor 2296 - SWENSONS MOBILE FLEET REPAIR Total:					250.00
Vendor: 2305 - TAMIKO FODOR					
09182025	108415	10/03/2025	100-221-42302	MEAILS AND MILEAGE REIMBURSEMENT CIT TRAINING	118.16
09182025	108415	10/03/2025	100-221-42303	MEAILS AND MILEAGE REIMBURSEMENT CIT TRAINING	92.00
Vendor 2305 - TAMIKO FODOR Total:					210.16
Vendor: 2969 - TERMINIX COMMERCIAL					
463302209	108416	10/03/2025	100-343-42108	PEST CONTROL CH	162.00
463449238	108416	10/03/2025	100-343-42108	PEST CONTROL WPCP	138.00
463488553	108416	10/03/2025	100-343-42108	PEST CONTROL FIRE STATION 74	124.00
463981507	108513	10/17/2025	100-343-42108	PEST CONTROL CH	450.00
464300983	108463	10/10/2025	209-554-42108	PEST CONTROL PYC	170.00
464301094	108463	10/10/2025	209-553-42108	PEST CONTROL TINY TOTS AND SWIM CENTER	76.00
464301094	108463	10/10/2025	209-557-42108	PEST CONTROL TINY TOTS AND SWIM CENTER	76.00
464399977	108513	10/17/2025	209-552-42108	PEST CONTROL PSC	174.00
Vendor 2969 - TERMINIX COMMERCIAL Total:					1,370.00
Vendor: 2990 - THE BUTLER					
AUGUST 2025	108514	10/17/2025	209-552-42101	INSTRUCTOR FEES AUGUST 2025	355.80
Vendor 2990 - THE BUTLER Total:					355.80
Vendor: 2775 - TOWNSEND PUBLIC AFFAIRS, INC.					
23826	108349	09/19/2025	100-115-42101	GRANT WRITING CONSULTING SERV AUG. 2025	4,000.00
23977	108349	09/19/2025	100-115-42101	GRANT WRITING CONSULTING SERV. SEPT. 2025	4,000.00
Vendor 2775 - TOWNSEND PUBLIC AFFAIRS, INC. Total:					8,000.00
Vendor: TRA01 - TRANS BAY INSURANCE					
INV00005861	108464	10/10/2025	100-113-42506	BLANKET CITY DISHONESTY BOND CITY TREASURER	425.00
Vendor TRA01 - TRANS BAY INSURANCE Total:					425.00
Vendor: TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.					
263397-202509-1	108515	10/17/2025	100-222-42106	DATA SEARCH SEPT. 2025	147.40
Vendor TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC. Total:					147.40

WARRANT LISTING

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2633 - TRB AND ASSOCIATES, INC.					
6601	108516	10/17/2025	212-462-42101	TEMPORARY BACKFILL HOUSING BLDG INSPECTOR II	16,240.00
6602	108516	10/17/2025	212-462-42101	PLAN REVIEW AND INSPECTION SERVICES 0825	8,660.00
Vendor 2633 - TRB AND ASSOCIATES, INC. Total:					24,900.00
Vendor: 3063 - UBEO WEST, LLC.					
565217411	108417	10/03/2025	525-118-42107	COPIERS MAINTENANCE CITYWIDE	1,761.24
Vendor 3063 - UBEO WEST, LLC. Total:					1,761.24
Vendor: USP02 - UNITED STATES POSTAL SVC					
671913270	108350	09/19/2025	209-552-43809	POSTAGE FOR OCTOBER NEWSLETTER PSC	321.67
Vendor USP02 - UNITED STATES POSTAL SVC Total:					321.67
Vendor: UNI38 - UNIVAR USA INC					
53340809	108418	10/03/2025	500-641-44303	SOD BISULFITE 25% BULK WPCP	7,609.09
53345985	108418	10/03/2025	500-641-44303	SOD HYPO 12.5% LIQUICHLOR K2 WPCP	17,189.40
Vendor UNI38 - UNIVAR USA INC Total:					24,798.49
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
21424	108419	10/03/2025	100-343-42108	JANITORIAL SUPPLIES CY	444.77
21590	108465	10/10/2025	209-557-42108	JANITORIAL SUPPLIES SWIM CENTER	157.14
21653	108419	10/03/2025	100-343-42108	JANITORIAL SUPPLIES CY	527.41
21688	108419	10/03/2025	100-222-42108	JANITORIAL SUPPLIES PD	243.15
21690	108419	10/03/2025	100-343-42108	JANITORIAL SUPPLIES CH	309.08
539083	108419	10/03/2025	100-343-42108	JANITORIAL SERVICES AUGUST 2025 CH	1,354.00
539084	108419	10/03/2025	100-222-42108	JANITORIAL SERVICES AUGUST 2025 PD	2,768.00
539960	108517	10/17/2025	100-343-42108	JANITORIAL SERVICE CH SEPT. 2025	1,354.00
539961	108517	10/17/2025	100-222-42108	JANITORIAL SERVICES PUBLIC SAFETY BDLG SEPT. 2025	2,768.00
539963	108465	10/10/2025	500-641-42108	JANITORIAL SERVICES WPCP	559.00
Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:					10,484.55
Vendor: USB06 - US BANK					
SEPTEMBER 2025	108420	10/03/2025	100-20018	CREDIT CARDS CITYWIDE	24,894.17
Vendor USB06 - US BANK Total:					24,894.17
Vendor: VER02 - VERIZON WIRELESS					
6123592591	108421	10/03/2025	525-118-43101	CITYWIDE CELL PHONES	5,115.77
Vendor VER02 - VERIZON WIRELESS Total:					5,115.77
Vendor: 2828 - VESTIS					
939388000-09302025	108518	10/17/2025	209-552-43804	LAUNDRY SERVICES PSC AND WPCP	188.33
939388000-09302025	108518	10/17/2025	209-552-43804	LAUNDRY SERVICES PSC AND WPCP	188.33
939388000-09302025	108518	10/17/2025	209-552-43804	LAUNDRY SERVICES PSC AND WPCP	219.94
939388000-09302025	108518	10/17/2025	209-552-43804	LAUNDRY SERVICES PSC AND WPCP	188.33
939388000-09302025	108518	10/17/2025	500-641-44410	LAUNDRY SERVICES PSC AND WPCP	469.50
939388000-09302025	108518	10/17/2025	500-641-44410	LAUNDRY SERVICES PSC AND WPCP	469.50
939388000-09302025	108518	10/17/2025	500-641-44410	LAUNDRY SERVICES PSC AND WPCP	469.50

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
939388000-09302025	108518	10/17/2025	500-641-44410	LAUNDRY SERVICES PSC AND WPCP	469.59
Vendor 2828 - VESTIS Total:					2,663.02
Vendor: WKH00 - W K HYDRAULICS INC					
11451	108422	10/03/2025	100-345-42107	ISO 46 5 GALLON OIL AND HOSE	279.37
Vendor WKH00 - W K HYDRAULICS INC Total:					279.37
Vendor: 2603 - WEST VALLEY CONSTRUCTION CO, INC.					
239171	108351	09/19/2025	106-344-47206	ROBLE AVE STORM DRAINAGE IMPROVEMENTS	28,720.00
239178	108351	09/19/2025	500-642-47201	ENGINEERING DESIGN SVCS SANITARY SEWER PROJECT	990.00
Vendor 2603 - WEST VALLEY CONSTRUCTION CO, INC. Total:					29,710.00
Vendor: 2697 - WEST YOST & ASSOCIATES, INC.					
2064092	108423	10/03/2025	106-344-42101	STORM DRAIN MASTER PLAN CONSULTING	3,126.74
Vendor 2697 - WEST YOST & ASSOCIATES, INC. Total:					3,126.74
Vendor: 2648 - YANNET TORRES					
AUGUST 2025	108519	10/17/2025	209-552-42101	INSTRUCTOR FEE AUGUST 2025 PSC	1,300.80
Vendor 2648 - YANNET TORRES Total:					1,300.80
Grand Total:					2,591,091.93

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	891,370.72
105 - Measure S -2006	153,678.59
106 - MEASURE S-2014	196,710.93
107 - Measure I	4,413.12
200 - Gas Tax Fund	42,234.62
201 - Restricted Real Estate Maintenance Fund	2,111.60
203 - Public Safety Augmentation Fund	45,521.17
204 - Police Grants	181.20
207 - NPDES Storm Water Fund	6,539.12
209 - Recreation Fund	43,091.23
212 - Building & Planning	50,689.52
215 - Measure C and J Fund	30.33
285 - Housing Land Held for Resale	11,362.41
310 - Lighting & Landscape Districts	1,186.02
500 - Sewer Enterprise Fund	1,064,318.57
505 - Cable Access TV	1,647.36
525 - Information Systems	73,723.52
998 - Payroll Clearing	2,281.90
Grand Total:	2,591,091.93

Account Summary

Account Number	Account Name	Payment Amount
100-000-31510	Other Tax/Business Lice...	59.00
100-10601	Gas Tanks/Corp Yard	11,568.51
100-110-41002	Emp Benefits/Dental	840.00
100-110-41003	Emp Benefits/Vision Care	193.20
100-110-41007	Emp Benefits/Life-ADD	7.79
100-110-42201	Office Expense	26.49
100-110-43103	Utilities/Electricity & Po...	177.59
100-111-41002	Emp Benefits/Dental	1,092.00
100-111-41003	Emp Benefits/Vision Care	144.90
100-111-41007	Emp Benefits/Life-ADD	79.79
100-111-42101	Prof Svcs/Professional Se..	6,975.60
100-111-42201	Office Expense	3,412.90
100-111-42514	Admin Exp/Special Depa...	43.18
100-111-43103	Utilities/Electricity & Po...	233.66
100-112-41002	Emp Benefits/Dental	1,148.40
100-112-41003	Emp Benefits/Vision Care	144.90
100-112-41007	Emp Benefits/Life-ADD	68.95
100-112-41008	Emp Benefits/Long Term...	23.70
100-112-42101	Prof Svcs/Professional Se..	1,637.51
100-112-42514	Admin Exp/Special Depa...	99.96
100-112-43103	Utilities/Electricity & Po...	257.03
100-113-41002	Emp Benefits/Dental	326.40
100-113-41003	Emp Benefits/Vision Care	48.30
100-113-41007	Emp Benefits/Life-ADD	20.68
100-113-42506	Admin Exp/Bonds	425.00
100-115-41002	Emp Benefits/Dental	1,092.00
100-115-41003	Emp Benefits/Vision Care	144.90
100-115-41007	Emp Benefits/Life-ADD	103.05
100-115-41008	Emp Benefits/Long Term...	71.10
100-115-42101	Prof Svcs/Professional Se..	9,877.95
100-115-42201	Office Expense	97.63
100-115-43103	Utilities/Electricity & Po...	640.24
100-116-41002	Emp Benefits/Dental	918.00
100-116-41003	Emp Benefits/Vision Care	144.90
100-116-41007	Emp Benefits/Life-ADD	80.77

Account Summary

Account Number	Account Name	Payment Amount
100-116-42101	Prof Svcs/Professional Se..	354,601.02
100-116-42110	Prof Svcs/Fingerprinting	112.00
100-116-42301	Travel & Training/Conf-R...	1,966.00
100-116-42504	Admin Exp/Recruitment ...	264.00
100-116-42514	Admin Exp/Special Depa...	7,742.84
100-116-43103	Utilities/Electricity & Po...	186.93
100-117-42101	Prof Svcs/Professional Se..	10,517.50
100-117-43103	Utilities/Electricity & Po...	2,079.62
100-20018	Accounts Payable/CalCa...	24,894.17
100-221-33218	Permits/Conditional Use...	30.00
100-221-41002	Emp Benefits/Dental	6,505.20
100-221-41003	Emp Benefits/Vision Care	1,110.90
100-221-41007	Emp Benefits/Life-ADD	471.85
100-221-42101	Prof Svcs/Professional Se..	1,592.75
100-221-42107	Prof Svcs/Equipment Ma...	4,306.64
100-221-42110	Prof Svcs/Fingerprinting	64.00
100-221-42201	Office Expense	1,671.00
100-221-42301	Travel & Training/Conf-R...	6,009.00
100-221-42302	Travel & Training/Milea...	1,624.05
100-221-42303	Travel & Training/Meal A...	618.00
100-221-42514	Admin Exp/Special Depa...	2,196.40
100-222-41002	Emp Benefits/Dental	1,937.60
100-222-41003	Emp Benefits/Vision Care	322.00
100-222-41007	Emp Benefits/Life-ADD	75.66
100-222-41008	Emp Benefits/Long Term...	94.48
100-222-42101	Prof Svcs/Professional Se..	4,482.80
100-222-42106	Prof Svcs/Software Main...	147.40
100-222-42107	Prof Svcs/Equipment Ma...	2,447.99
100-222-42108	Prof Svcs/Building-Struc...	12,761.39
100-222-42201	Office Expense	589.31
100-222-42514	Admin Exp/Special Depa...	1,127.40
100-222-43103	Utilities/Electricity & Po...	7,242.79
100-222-43105	Utilities/Cable	267.08
100-223-41002	Emp Benefits/Dental	3,254.40
100-223-41003	Emp Benefits/Vision Care	483.00
100-223-41007	Emp Benefits/Life-ADD	203.57
100-223-42101	Prof Svcs/Professional Se..	27.26
100-223-42106	Prof Svcs/Software Main...	8,770.00
100-223-43103	Utilities/Electricity & Po...	1,445.13
100-231-42101	Prof Svcs/Professional Se..	195,321.60
100-231-42108	Prof Svcs/Building-Struc...	900.26
100-231-43103	Utilities/Electricity & Po...	7,545.50
100-341-33221	Permits/Encroachment ...	215.00
100-341-41002	Emp Benefits/Dental	783.60
100-341-41003	Emp Benefits/Vision Care	209.30
100-341-41007	Emp Benefits/Life-ADD	134.21
100-341-41008	Emp Benefits/Long Term...	118.50
100-342-41008	Emp Benefits/Long Term...	23.70
100-342-44306	Other Materials Supp/M...	479.85
100-343-41002	Emp Benefits/Dental	3,259.20
100-343-41003	Emp Benefits/Vision Care	483.00
100-343-41007	Emp Benefits/Life-ADD	134.73
100-343-41008	Emp Benefits/Long Term...	164.70
100-343-42107	Prof Svcs/Equipment Ma...	5,101.41
100-343-42108	Prof Svcs/Building-Struc...	8,733.04
100-343-43102	Utilities/Water	351.31
100-343-43103	Utilities/Electricity & Po...	4,355.64
100-343-44306	Other Materials Supp/M...	3,965.57

Account Summary

Account Number	Account Name	Payment Amount
100-343-44410	Safety Clothing	574.49
100-345-42107	Prof Svcs/Equipment Ma...	586.96
100-345-42108	Prof Svcs/Building-Struc...	15,817.38
100-345-43102	Utilities/Water	20,017.28
100-345-43103	Utilities/Electricity & Po...	832.62
100-345-44306	Other Materials Supp/M...	4,411.12
100-465-41002	Emp Benefits/Dental	535.20
100-465-41003	Emp Benefits/Vision Care	96.60
100-465-41007	Emp Benefits/Life-ADD	18.81
100-465-41008	Emp Benefits/Long Term...	23.70
100-466-42101	Prof Svcs/Professional Se..	687.50
100-466-42401	Dues & Pub/Membershi...	3,409.00
100-551-42511	Admin Exp/Equipment R...	144.83
100-561-42101	Prof Svcs/Professional Se..	95,466.00
105-221-41002	Emp Benefits/Dental	535.20
105-221-41003	Emp Benefits/Vision Care	80.50
105-221-41007	Emp Benefits/Life-ADD	56.91
105-231-42101	Prof Svcs/Professional Se..	153,005.98
106-115-42101	Prof Svcs/Professional Se..	300.00
106-20011	Accounts Payable/Miscel...	1,064.46
106-20026	Accounts Payable/Retent..	8,300.64
106-231-42101	Prof Svcs/Professional Se..	152,604.09
106-344-42101	Prof Svcs/Professional Se..	3,126.74
106-344-47206	Improvements/Storm Dr...	28,720.00
106-466-42101	Prof Svcs/Professional Se..	2,595.00
107-221-41007	Emp Benefits/Life-ADD	98.86
107-342-41007	Emp Benefits/Life-ADD	21.92
107-345-42108	Prof Svcs/Building-Struc...	4,292.34
200-342-42108	Prof Svcs/Building-Struc...	895.96
200-342-43103	Utilities/Electricity & Po...	41,338.66
201-343-42108	Prof Svcs/Building-Struc...	1,464.56
201-343-42513	Admin Exp/Rent	200.00
201-343-43103	Utilities/Electricity & Po...	447.04
203-221-47101	FF&E/Equipment	45,521.17
204-227-42302	Travel & Training/Milea...	181.20
207-344-42101	Prof Svcs/Professional Se..	5,830.61
207-344-42107	Prof Svcs/Equipment Ma...	708.51
209-20012	Accounts Payable/Contr...	1,040.00
209-20307	Deposits Payable/Recrea...	420.00
209-20308	Deposits Payable/Recrea...	745.00
209-551-41002	Emp Benefits/Dental	918.00
209-551-41003	Emp Benefits/Vision Care	144.90
209-551-41007	Emp Benefits/Life-ADD	73.85
209-551-41008	Emp Benefits/Long Term...	23.70
209-551-42301	Travel & Training/Conf-R...	67.24
209-551-42514	Admin Exp/Special Depa...	2,852.68
209-551-42515	Admin Exp/Special Events	474.37
209-552-38112	Rental Income/Facility R...	1,440.00
209-552-41002	Emp Benefits/Dental	631.20
209-552-41003	Emp Benefits/Vision Care	144.90
209-552-41007	Emp Benefits/Life-ADD	22.83
209-552-41008	Emp Benefits/Long Term...	40.53
209-552-42101	Prof Svcs/Professional Se..	3,058.00
209-552-42108	Prof Svcs/Building-Struc...	4,495.09
209-552-42301	Travel & Training/Conf-R...	89.64
209-552-42515	Admin Exp/Special Events	149.27
209-552-43103	Utilities/Electricity & Po...	5,282.43
209-552-43804	Program Cost/Food Prog...	5,715.52

Account Summary

Account Number	Account Name	Payment Amount
209-552-43809	Program Cost/Newsletter	321.67
209-552-43810	Program Cost/Center Ma..	442.56
209-553-41007	Emp Benefits/Life-ADD	16.50
209-553-41008	Emp Benefits/Long Term...	23.70
209-553-42108	Prof Svcs/Building-Struc...	1,294.65
209-553-42301	Travel & Training/Conf-R...	89.64
209-553-43103	Utilities/Electricity & Po...	22.92
209-554-38112	Rental Income/Facility R...	480.00
209-554-42108	Prof Svcs/Building-Struc...	4,807.62
209-554-42201	Office Expense	46.85
209-554-42301	Travel & Training/Conf ...	67.23
209-554-43103	Utilities/Electricity & Po...	239.48
209-557-42108	Prof Svcs/Building-Struc...	7,067.56
209-557-43103	Utilities/Electricity & Po...	341.70
212-461-41002	Emp Benefits/Dental	968.80
212-461-41003	Emp Benefits/Vision Care	161.00
212-461-41007	Emp Benefits/Life-ADD	90.37
212-461-42101	Prof Svcs/Professional Se..	8,556.22
212-461-42201	Office Expense	18.15
212-461-42514	Admin Exp/Special Depa...	300.00
212-461-43103	Utilities/Electricity & Po...	280.40
212-461-47103	FF&E/Furniture & Applia...	554.28
212-462-41002	Emp Benefits/Dental	861.60
212-462-41003	Emp Benefits/Vision Care	144.90
212-462-41007	Emp Benefits/Life-ADD	52.83
212-462-41008	Emp Benefits/Long Term...	47.40
212-462-42101	Prof Svcs/Professional Se..	37,947.90
212-462-43103	Utilities/Electricity & Po...	705.67
215-341-43103	Utilities/Electricity & Po...	30.33
285-464-42101	Prof Svcs/Professional Se..	11,128.75
285-464-43103	Utilities/Electricity & Po...	233.66
310-347-42108	Prof Svcs/Building-Struc...	165.84
310-347-43103	Utilities/Electricity & Po...	439.39
310-348-42108	Prof Svcs/Building-Struc...	174.46
310-348-43103	Utilities/Electricity & Po...	406.33
500-641-41002	Emp Benefits/Dental	3,237.60
500-641-41003	Emp Benefits/Vision Care	531.30
500-641-41007	Emp Benefits/Life-ADD	261.57
500-641-41008	Emp Benefits/Long Term...	237.00
500-641-42107	Prof Svcs/Equipment Ma...	12,254.00
500-641-42108	Prof Svcs/Building-Struc...	559.00
500-641-42201	Office Expense	254.45
500-641-43103	Utilities/Electricity & Po...	94,800.53
500-641-44302	Other Materials Supp/Sl...	14,156.69
500-641-44303	Other Materials Supp/C...	52,443.96
500-641-44305	Other Materials Supp/La...	2,017.89
500-641-44306	Other Materials Supp/M...	4,076.74
500-641-44410	Safety Clothing	1,878.09
500-642-41002	Emp Benefits/Dental	687.60
500-642-41003	Emp Benefits/Vision Care	144.90
500-642-41007	Emp Benefits/Life-ADD	37.92
500-642-41008	Emp Benefits/Long Term...	47.40
500-642-42108	Prof Svcs/Building-Struc...	1,720.00
500-642-42514	Admin Exp/Special Depa...	402.16
500-642-43102	Utilities/Water	1,000.08
500-642-43103	Utilities/Electricity & Po...	1,293.96
500-642-44410	Safety Clothing	3,207.36
500-642-47201	Improvements/Building	869,068.37

Account Summary

Account Number	Account Name	Payment Amount
505-119-41002	Emp Benefits/Dental	765.60
505-119-41003	Emp Benefits/Vision Care	96.60
505-119-41007	Emp Benefits/Life-ADD	39.40
505-119-41008	Emp Benefits/Long Term...	47.40
505-119-43103	Utilities/Electricity & Po...	359.22
505-119-43105	Utilities/Cable	339.14
525-118-41002	Emp Benefits/Dental	152.40
525-118-41003	Emp Benefits/Vision Care	64.40
525-118-41007	Emp Benefits/Life-ADD	26.32
525-118-42101	Prof Svcs/Professional Se..	8,368.50
525-118-42105	Prof Svcs/Network Main...	13,035.00
525-118-42107	Prof Svcs/Equipment Ma...	1,761.24
525-118-42203	Office Exp/Shipping & M...	405.33
525-118-42510	Admin Exp/Software Pur...	36,008.39
525-118-43101	Utilities/Telephone	8,301.51
525-118-43105	Utilities/Cable	29.79
525-118-43106	Utilities/Internet	1,751.84
525-118-47102	FF&E/Computer Equipm...	3,818.80
998-20105	Sal & Ben Payable/Denta...	1,300.80
998-20106	Sal & Ben Payable/Vision...	289.80
998-20107	Sal & Ben Payable/Life In...	232.30
998-20118	Sal & Ben Payable / LTD ...	459.00
	Grand Total:	2,591,091.93

Project Account Summary

Project Account Key	Payment Amount
None	1,693,122.36
10634447206SW2001	28,720.00
20422742302GR2503	181.20
50064247201SS2201	990.00
50064247201SS2401	868,078.37
	Grand Total:
	2,591,091.93

APPROVED BY: DATE: 10/16/2025



CITY COUNCIL REPORT

9.C.

DATE: OCTOBER 21, 2025

TO: MAYOR AND COUNCIL MEMBERS

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

SUBJECT: ADOPT RESOLUTIONS TO FIX THE EMPLOYER'S CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT WITH RESPECT TO ELECTED OFFICIALS, MANAGEMENT, CONFIDENTIAL, AMERICAN FEDERAL STATE COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) UNION LOCALS 1 AND 512, AND INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) UNION

RECOMMENDATION

Staff recommends that the City Council adopt resolutions:

1. Fixing the Employer's Contribution at an equal amount for Employees and Annuitants under the Public Employees' Medical and Hospital Care Act with respect to Elected Officials; and
2. Fixing the Employer's Contribution at an equal amount for Employees and Annuitants under the Public Employees' Medical and Hospital Care Act with respect to Management Employees; and
3. Fixing the Employer's Contribution at an equal amount for Employees and Annuitants under the Public Employees' Medical and Hospital Care Act with respect to Confidential Employees; and
4. Fixing the Employer's Contribution at an equal amount for Employees and Annuitants under the Public Employees' Medical and Hospital Care Act with respect to AFSCME, Local 1 Employees; and
5. Fixing the Employer's Contribution at an equal amount for Employees and Annuitants under the Public Employees' Medical and Hospital Care Act with respect to AFSCME, Local 512 Employees; and
6. Fixing the Employer's Contribution at an equal amount for Employees and Annuitants under the Public Employees' Medical and Hospital Care Act with respect to IAFF Annuitants.

BACKGROUND

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

annuitants.

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

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

Pursuant to the CalPERS agreement, the City designated seven groups, which would be eligible to participate in the CalPERS health plans. The groups are Elected, Management, Confidential, AFSCME Locals 1 and 512, Pinole Police Employees' Association (PPEA), and IAFF.

Through negotiated Memorandum of Understandings (MOUs) between the City and the represented groups, the City has agreed to pay for a portion of the monthly medical premiums for active and retired employees and dependents. The City is actively participating in labor negotiations with PPEA for a successor MOU and no changes to the PPEA employer contribution rates have been ratified by the bargaining unit or adopted by the City Council.

REVIEW AND ANALYSIS

In accordance with the recently negotiated successor MOU for AFSCME Locals 1 and 512 Employees, previously negotiated MOU for IAFF Employees, and the Executive, Management, and Confidential Employee Compensation and Benefits Plan, effective January 1, 2026, the City shall pay up to the 2025 Kaiser medical monthly premiums for active and retired members in, or who were previously in, the designated groups, based on enrollment status. Historically, the Elected Officials group, has received the same benefit as the Management group.

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

Below are the 2026 CalPERS Kaiser medical premiums for each level of benefit. The rates reflect a 5% increase compared to the 2025 premiums.

One Party Coverage:	\$1,168.86
Two Party Coverage:	\$2,337.72
Family Coverage:	\$3,039.04

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

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

FISCAL IMPACT

In FY 2025-26, the City budgeted a total of \$3,721,524 for payment of medical premiums for active employees and retired annuitants, which is sufficient to cover the City's health insurance obligation.

ATTACHMENTS

- A. Resolution A - Elected Officials
- B. Resolution B - Management
- C. Resolution C - Confidential
- D. Resolution D - AFSCME Local 1
- E. Resolution E - AFSCME Local 512
- F. Resolution F - IAFF

RESOLUTION NO. 2025-XX

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

(Elected Officials)

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

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

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

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

1. The employer's contribution, effective January 1, 2026, for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of \$1,112.90 per month with respect to employee or annuitant enrolled for self alone, \$2,225.80 per month for employee or annuitant enrolled for self and one family member, and \$2,893.54 per month for employee or annuitant enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments.
2. The City of Pinole has fully complied with any and all applicable provisions of Government Code 7507 in electing the benefits set forth above.
3. The participation of the employees and annuitants of the City of Pinole shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that the City of Pinole would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

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

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of October 2025 by the following vote:

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

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 21st day of October 2025.

Heather Spears, CMC
City Clerk

RESOLUTION NO. 2025-XX

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

(Management Employees)

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

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

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

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

1. The employer's contribution, effective January 1, 2026, for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of \$1,112.90 per month with respect to employee or annuitant enrolled for self alone, \$2,225.80 per month for employee or annuitant enrolled for self and one family member, and \$2,893.54 per month for employee or annuitant enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments.
2. The City of Pinole has fully complied with any and all applicable provisions of Government Code 7507 in electing the benefits set forth above.
3. The participation of the employees and annuitants of the City of Pinole shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that the City of Pinole would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

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

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of October 2025 by the following vote:

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

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 21st day of October 2025.

Heather Spears, CMC
City Clerk

RESOLUTION NO. 2025-XX

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

(Confidential Employees)

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

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

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

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

1. The employer's contribution, effective January 1, 2026, for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of \$1,112.90 per month with respect to employee or annuitant enrolled for self alone, \$2,225.80 per month for employee or annuitant enrolled for self and one family member, and \$2,893.54 per month for employee or annuitant enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments.
2. The City of Pinole has fully complied with any and all applicable provisions of Government Code 7507 in electing the benefits set forth above.
3. The participation of the employees and annuitants of the City of Pinole shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that the City of Pinole would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

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

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of October 2025 by the following vote:

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

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 21st day of October 2025.

Heather Spears, CMC
City Clerk

RESOLUTION NO. 2025-XX

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

(AFSCME Local 1 Employees)

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

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

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

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

1. The employer's contribution, effective January 1, 2026, for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of \$1,112.90 per month with respect to employee or annuitant enrolled for self alone, \$2,225.80 per month for employee or annuitant enrolled for self and one family member, and \$2,893.54 per month for employee or annuitant enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments.
2. The City of Pinole has fully complied with any and all applicable provisions of Government Code 7507 in electing the benefits set forth above.
3. The participation of the employees and annuitants of the City of Pinole shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that the City of Pinole would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

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

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of October 2025 by the following vote:

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

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Heather Spears, CMC
City Clerk

RESOLUTION NO. 2025-XX

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

(AFSCME Local 512 Employees)

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

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

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

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

1. The employer's contribution, effective January 1, 2026, for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of \$1,112.90 per month with respect to employee or annuitant enrolled for self alone, \$2,225.80 per month for employee or annuitant enrolled for self and one family member, and \$2,893.54 per month for employee or annuitant enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments.
2. The City of Pinole has fully complied with any and all applicable provisions of Government Code 7507 in electing the benefits set forth above.
3. The participation of the employees and annuitants of the City of Pinole shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that the City of Pinole would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

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

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of October 2025 by the following vote:

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

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Heather Spears, CMC
City Clerk

RESOLUTION NO. 2025-XX

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

(IAFF Annuitants)

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

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

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

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

1. The employer's contribution, effective January 1, 2026, for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members in a health benefits plan up to a maximum of \$1,112.90 per month with respect to employee or annuitant enrolled for self alone, \$2,225.80 per month for employee or annuitant enrolled for self and one family member, and \$2,893.54 per month for employee or annuitant enrolled for self and two or more family members, plus administrative fees and Contingency Reserve Fund assessments.
2. The City of Pinole has fully complied with any and all applicable provisions of Government Code 7507 in electing the benefits set forth above.
3. The participation of the employees and annuitants of the City of Pinole shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that the City of Pinole would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

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

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of October 2025 by the following vote:

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

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 21st day of October 2025.

Heather Spears, CMC
City Clerk



CITY COUNCIL REPORT

9.D.

DATE: OCTOBER 21, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Stacy Shell, Human Resources Director, 510-741-3864, sshell@pinole.gov
Charlene Davis, Human Resources Analyst, 510-724-9006, cdavis@pinole.gov
SUBJECT: ADOPT A RESOLUTION TO APPROVE MASTER SALARY SCHEDULE
UPDATES

RECOMMENDATION

It is recommended that the City Council adopt a resolution (Attachment A) to amend the Master Salary Schedule (Exhibit A).

BACKGROUND

The California Public Employees' Retirement System (CalPERS), pursuant to their interpretation of Title 2 California Code of Regulations Section 570.5, recommends that all CalPERS employers maintain their compensation levels in one publicly available document, approved and adopted by the governing body, which must meet all the following requirements:

- Has been duly approved and adopted by the employer's governing body in accordance with the requirements of applicable public meetings laws;
- Identifies the position title for every employee position;
- Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- Indicates the time base, including, but not limited to, whether the time base is hourly, daily, biweekly, monthly, bi-monthly, or annually;
- It is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- Indicates an effective date and date of any revisions;
- Is retained by the employer and available for public inspection for not less than five years; and
- Does not reference another document in lieu of disclosing the pay rate.

To comply with CalPERS' recommendation, the City's Master Salary Schedule is submitted to the City Council for approval in turn each time any single MOU or Salary Plan change is brought to the City Council for approval.

REVIEW AND ANALYSIS

The updated Master Salary Schedule includes the following previously approved wage updates:

- Resolution 2025-49 and 50: Approving the Memorandum of Understanding between the City Of Pinole and the American Federation Of State, County, And Municipal Employees (AFSCME) Union Local 1 and the American Federation Of State, County, And Municipal Employees (AFCSME) Union Local 512.
- Resolution 2025-57 and 58: Approving Amendments to the Employment Agreements for the City Clerk and City Manager Resolution 2025-67: Approving the revised Compensation and Benefits Plan for Management and Confidential Employees.
- Resolution 2025-67: Approving the revised Compensation and Benefits Plan for Management and Confidential Employees.

FISCAL IMPACT

There is no direct fiscal impact as a result of the City Council receiving this report.

ATTACHMENTS

- A. Resolution
- B. Exhibit A: Master Salary Schedule

RESOLUTION NO. 2025-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING THE ADOPTION OF THE AMENDED MASTER SALARY SCHEDULE TO INCLUDE SALARY PLAN ADJUSTMENTS FOR PREVIOUSLY APPROVED SALARY RANGE AMENDMENTS

WHEREAS, the California Public Employees' Retirement System (CalPERS) has requested all CalPERS employers list their compensation levels on one document, approved and adopted by the governing body, in accordance with Title 2 California Code of Regulations Section 570.5, and meeting all the following requirements thereof:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- Identifies the position title for every employee position;
- Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- Indicates an effective date and date of any revisions;
- Is retained by the employer and available for public inspection for not less than five years; and
- Does not reference another document in lieu of disclosing the pay rate.

WHEREAS, the City now desires to amend the current Master Salary Schedule to include salary plan adjustments for previously approved salary range amendments; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pinole does hereby approve the amendment of the Master Salary Schedule, attached hereto as Exhibit A, and incorporated herein by this reference.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of October 2025 by the following vote:

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

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 21st day of October 2025.

Heather Spears, CMC
City Clerk

Master Salary Schedule Adopted (Reso 2025-XX)

EXHIBIT A

Page 1

ELECTED OFFICIALS

City Treasurer 3,000 ANNUALLY as of 07/01/2016
 Councilmembers Elected prior to 12/2024 6,750 ANNUALLY as of 01/2017
 Councilmembers Elected on or after 12/2024 11,400 ANNUALLY as of 12/2024

Individual Employment Agreements, eff. 07/14/2025

	<u>Minimum Annual</u>	<u>Minimum Hourly</u>	<u>Maximum Annual</u>	<u>Maximum Hourly</u>
City Manager			\$272,950.12	\$ 131.2260
City Clerk			\$190,960.75	\$ 91.8081

Executive, Management, Confidential, eff. 07/14/2025

	<u>Minimum Annual</u>	<u>Minimum Hourly</u>	<u>Maximum Annual</u>	<u>Maximum Hourly</u>
Assistant City Manager	\$ 230,165.48	\$ 110.6565	\$ 279,881.23	\$ 134.5583
Police Chief	\$ 230,165.48	\$ 110.6565	\$ 279,881.23	\$ 134.5583
Development Services Director/City Engineer	\$ 219,205.16	\$ 105.3871	\$ 266,553.48	\$ 128.1507
Community Development Director	\$ 199,278.43	\$ 95.8069	\$ 242,322.57	\$ 116.5012
Finance Director	\$ 199,278.43	\$ 95.8069	\$ 242,322.57	\$ 116.5012
Fire Chief	\$ 199,278.43	\$ 95.8069	\$ 242,322.57	\$ 116.5012
Human Resources Director	\$ 199,278.43	\$ 95.8069	\$ 242,322.57	\$ 116.5012
Public Works Director	\$ 199,278.43	\$ 95.8069	\$ 242,322.57	\$ 116.5012
Police Commander	\$ 189,685.58	\$ 91.1950	\$ 230,657.66	\$ 110.8931
Communications Director, eff. 03/04/2025	\$ 181,064.43	\$ 87.0502	\$ 220,174.35	\$ 105.8531
Community Services Director	\$ 181,064.43	\$ 87.0502	\$ 220,174.35	\$ 105.8531
Building Official	\$ 172,441.43	\$ 82.9045	\$ 209,688.78	\$ 100.8119
Fire Battalion Chief (contract for services, eff. 03/01/2023)	\$ 172,441.43	\$ 82.9045	\$ 209,688.78	\$ 100.8119
Planning Manager	\$ 172,441.43	\$ 82.9045	\$ 209,688.78	\$ 100.8119
Police Lieutenant	\$ 172,441.43	\$ 82.9045	\$ 209,688.78	\$ 100.8119
Wastewater Treatment Plant Manager	\$ 172,441.43	\$ 82.9045	\$ 209,688.78	\$ 100.8119
Capital Improvement & Environmental Program Manager	\$ 142,513.27	\$ 68.5160	\$ 173,296.14	\$ 83.3155
Information Technology Manager, eff. 03/04/2025	\$ 142,513.27	\$ 68.5160	\$ 173,296.14	\$ 83.3155
Public Works Manager	\$ 142,513.27	\$ 68.5160	\$ 173,296.14	\$ 83.3155
Recreation Manager	\$ 126,678.82	\$ 60.9033	\$ 154,041.44	\$ 74.0584
Assistant to the City Manager	\$ 126,678.82	\$ 60.9033	\$ 154,041.44	\$ 74.0584
Senior Accountant, eff. 03/18/2025	\$ 111,712.66	\$ 53.7080	\$ 135,842.60	\$ 65.3089
Accountant, eff. 03/18/2025	\$ 101,556.83	\$ 48.8254	\$ 123,493.11	\$ 59.3717
Human Resources Analyst	\$ 100,455.01	\$ 48.2957	\$ 122,153.29	\$ 58.7275
Deputy City Clerk	\$ 96,809.33	\$ 46.5429	\$ 117,720.15	\$ 56.5962
Human Resources Specialist	\$ 91,322.80	\$ 43.9052	\$ 111,048.52	\$ 53.3887
Accounting Specialist, eff. 03/18/2025	\$ 86,742.99	\$ 41.7034	\$ 105,479.48	\$ 50.7113
Human Resources Technician	\$ 83,020.73	\$ 39.9138	\$ 100,953.20	\$ 48.5352
Accounting Technician, eff. 03/18/2025	\$ 68,753.69	\$ 33.0547	\$ 83,604.48	\$ 40.1945

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
LOCAL 1230 @ 07/04/2022; Contract for services, eff. 03/01/2023										
Fire Academy Recruit (EMT-1)*	5,493.53	31.6934								
Fire Academy Recruit (EMT-P)*	6,397.76	36.9102								
Firefighter	7,108.62	29.2938	7,464.06	30.7585	7,837.27	32.2964	8,229.14	33.9113	8,640.61	35.6069
Firefighter/Paramedic	7,819.48	32.2232	8,210.47	33.8343	8,621.00	35.5261	9,052.06	37.3024	9,504.67	39.1676
Fire Engineer	8,160.99	33.6304	8,569.05	35.3120	8,997.51	37.0776	9,447.39	38.9316	9,919.77	40.8782
Fire Captain	9,030.79	37.2148	9,482.34	39.0756	9,956.47	41.0294	10,454.30	43.0809	10,977.02	45.2350
PPEA @ 07/01/2024										
Community Safety Specialist	6,193.36	35.7309	6,503.03	37.5175	6,828.19	39.3934	7,169.61	41.3631	7,528.09	43.4313
Dispatcher	7,043.34	40.6346	7,395.51	42.6664	7,765.29	44.7998	8,153.57	47.0398	8,561.25	49.3919
Lead Dispatcher	7,539.56	43.4974	7,916.54	45.6724	8,312.38	47.9560	8,728.01	50.3539	9,164.42	52.8716
Police Officer	8,927.81	51.5066	9,374.21	54.0820	9,842.93	56.7862	10,335.09	59.6255	10,851.86	62.6069
Police Sergeant	10,457.83	60.3336	10,980.73	63.3504	11,529.78	66.5180	12,106.28	69.8439	12,711.61	73.3362

* Monthly rate is calculated on a 40-hour workweek.

Master Salary Schedule Adopted (Reso 2025-XX)

EXHIBIT A

Page 2

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
<u>AFSCME @ 07/14/2025</u>										
Accountant	8,463.07	48.8254	8,886.22	51.2667	9,330.53	53.8300	9,797.06	56.5215	10,286.91	59.3476
Accounting Specialist	7,228.57	41.7033	7,590.00	43.7885	7,969.50	45.9779	8,367.98	48.2768	8,786.38	50.6906
Administrative Coordinator	7,984.27	46.0631	8,383.48	48.3663	8,802.66	50.7846	9,242.79	53.3238	9,704.93	55.9900
Assistant Engineer	9,131.94	52.6843	9,588.54	55.3185	10,067.97	58.0844	10,571.37	60.9887	11,099.94	64.0381
Associate Civil Engineer	10,045.09	57.9525	10,547.35	60.8501	11,074.71	63.8926	11,628.45	67.0872	12,209.87	70.4416
Associate Planner	8,463.07	48.8254	8,886.22	51.2667	9,330.53	53.8300	9,797.06	56.5215	10,286.91	59.3476
Building Inspector I	7,481.07	43.1600	7,855.13	45.3180	8,247.88	47.5839	8,660.28	49.9631	9,093.29	52.4613
Building Inspector II	8,247.87	47.5839	8,660.27	49.9631	9,093.28	52.4612	9,547.94	55.0843	10,025.34	57.8385
Cable Access Coordinator	7,984.27	46.0631	8,383.48	48.3663	8,802.66	50.7846	9,242.79	53.3238	9,704.93	55.9900
Code Enforcement Officer I	7,481.07	43.1600	7,855.13	45.3180	8,247.88	47.5839	8,660.28	49.9631	9,093.29	52.4613
Code Enforcement Officer II	8,247.87	47.5839	8,660.27	49.9631	9,093.28	52.4612	9,547.94	55.0843	10,025.34	57.8385
Environmental Compliance Inspector	7,481.07	43.1600	7,855.13	45.3180	8,247.88	47.5839	8,660.28	49.9631	9,093.29	52.4613
Information Systems Administrator	7,984.29	46.0632	8,383.50	48.3664	8,802.68	50.7847	9,242.81	53.3239	9,704.95	55.9901
Information Systems Specialist	7,646.73	44.1158	8,029.07	46.3216	8,430.52	48.6376	8,852.05	51.0695	9,294.65	53.6230
Junior Engineer	8,301.77	47.8949	8,716.86	50.2896	9,152.71	52.8041	9,610.34	55.4443	10,090.86	58.2165
Laboratory Analyst I	8,640.09	49.8467	9,072.10	52.3390	9,525.70	54.9560	10,001.99	57.7038	10,502.09	60.5890
Laboratory Analyst II	9,525.70	54.9560	10,001.99	57.7038	10,502.09	60.5890	11,027.19	63.6184	11,578.55	66.7993
Laboratory Supervisor	10,826.00	62.4577	11,367.30	65.5806	11,935.67	68.8596	12,532.45	72.3026	13,159.07	75.9177
Management Analyst	8,453.45	48.7699	8,876.12	51.2084	9,319.93	53.7688	9,785.93	56.4573	10,275.22	59.2801
Police Services Supervisor	7,783.02	44.9020	8,172.17	47.1471	8,580.78	49.5045	9,009.82	51.9797	9,460.31	54.5787
PW Maintenance Supervisor	8,717.72	50.2946	9,153.61	52.8093	9,611.29	55.4497	10,091.85	58.2222	10,596.45	61.1333
Public Works Specialist	7,520.60	43.3881	7,896.63	45.5575	8,291.47	47.8354	8,706.04	50.2271	9,141.34	52.7385
Recreation Coordinator*	6,248.83	36.0509	6,561.27	37.8535	6,889.33	39.7461	7,233.80	41.7334	7,595.49	43.8201
Rental Inspector	7,481.09	43.1601	7,855.15	45.3182	8,247.90	47.5841	8,660.30	49.9633	9,093.31	52.4614
Project Manager	7,310.68	42.1770	7,676.21	44.2859	8,060.02	46.5001	8,463.03	48.8251	8,886.18	51.2664
Senior Accountant	9,309.39	53.7080	9,774.86	56.3934	10,263.61	59.2131	10,776.79	62.1738	11,315.63	65.2825
Senior Project Manager	8,463.07	48.8254	8,886.22	51.2667	9,330.53	53.8300	9,797.06	56.5215	10,286.91	59.3476
WWTP Operations Supervisor	10,826.00	62.4577	11,367.30	65.5806	11,935.67	68.8596	12,532.45	72.3026	13,159.07	75.9177
WPCP Supervisor	8,229.19	47.4761	8,640.65	49.8499	9,072.69	52.3424	9,526.32	54.9595	10,002.64	57.7075

* Monthly rate is calculated on a 40-hour workweek.

Master Salary Schedule Adopted (Reso 2025-XX)

EXHIBIT A

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Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
LOCAL 1 @ 07/14/2025										
Accounting Assistant I	3,553.54	20.5012	3,731.22	21.5263	3,917.78	22.6026	4,113.67	23.7327	4,319.35	24.9193
Accounting Assistant II	3,845.44	22.1852	4,037.71	23.2945	4,239.59	24.4592	4,451.57	25.6821	4,674.15	26.9663
Accounting Technician	5,729.47	33.0546	6,015.94	34.7074	6,316.74	36.4427	6,632.58	38.2649	6,964.21	40.1781
Administrative Assistant	6,364.37	36.7175	6,682.59	38.5534	7,016.72	40.4811	7,367.55	42.5051	7,735.93	44.6304
Cable Access Technician	6,460.97	37.2748	6,784.02	39.1386	7,123.22	41.0955	7,479.38	43.1503	7,853.35	45.3078
Community Service Officer	6,254.26	36.0823	6,566.98	37.8864	6,895.32	39.7807	7,240.09	41.7698	7,602.10	43.8582
Cook*	3,758.20	21.6819	3,946.11	22.7660	4,143.41	23.9043	4,350.58	25.0995	4,568.11	26.3545
Custodian	3,359.30	19.3806	3,527.27	20.3496	3,703.63	21.3671	3,888.81	22.4355	4,083.25	23.5572
Field Maintenance Mechanic	6,124.51	35.3337	6,430.73	37.1004	6,752.27	38.9554	7,089.88	40.9032	7,444.38	42.9483
Fleet Maintenance Mechanic	6,948.53	40.0877	7,295.96	42.0921	7,660.76	44.1967	8,043.80	46.4065	8,445.99	48.7268
Food Services Specialist	5,152.61	29.7266	5,410.24	31.2129	5,680.75	32.7736	5,964.79	34.4123	6,263.03	36.1329
Information Systems Assistant (formerly IS Technician I)	3,619.64	20.8825	3,800.62	21.9267	3,990.65	23.0230	4,190.18	24.1741	4,399.69	25.3828
Information Systems Technician (formerly IS Technician II)	6,579.87	37.9608	6,908.87	39.8588	7,254.31	41.8518	7,617.03	43.9444	7,997.88	46.1416
Laboratory Technician I	6,853.38	39.5387	7,196.04	41.5156	7,555.85	43.5914	7,933.64	45.7710	8,330.32	48.0595
Laboratory Technician II	7,555.84	43.5914	7,933.64	45.7710	8,330.32	48.0595	8,746.83	50.4625	9,184.17	52.9856
Lead Records & Property Specialist	5,917.51	34.1395	6,213.38	35.8464	6,524.05	37.6388	6,850.26	39.5207	7,192.77	41.4967
Office Assistant	5,046.63	29.1152	5,298.96	30.5710	5,563.91	32.0995	5,842.11	33.7045	6,134.21	35.3897
Permit Technician I	5,990.05	34.5580	6,289.55	36.2859	6,604.03	38.1002	6,934.23	40.0052	7,280.94	42.0054
Permit Technician II	6,604.03	38.1002	6,934.23	40.0052	7,280.94	42.0054	7,644.99	44.1057	8,027.24	46.3110
Permit Technician III	7,280.94	42.0054	7,644.98	44.1057	8,027.23	46.3109	8,428.59	48.6265	8,850.02	51.0578
Police Property Specialist	6,569.03	37.8982	6,897.48	39.7932	7,242.35	41.7828	7,604.47	43.8720	7,984.70	46.0656
Police Records Specialist	5,368.15	30.9701	5,636.56	32.5186	5,918.39	34.1445	6,214.31	35.8518	6,525.02	37.6444
PW Maintenance Worker Assistant	4,873.65	28.1172	5,117.34	29.5231	5,373.20	30.9993	5,641.86	32.5492	5,923.96	34.1767
PW Maintenance Worker	5,641.85	32.5491	5,923.94	34.1766	6,220.14	35.8854	6,531.14	37.6797	6,857.70	39.5637
PW Senior Maintenance Worker	6,126.30	35.3440	6,432.61	37.1112	6,754.24	38.9668	7,091.96	40.9151	7,446.55	42.9609
Recreation Activities Specialist*	5,151.88	29.7224	5,409.47	31.2085	5,679.95	32.7689	5,963.94	34.4074	6,262.14	36.1277
Wastewater Operator in Training	6,067.40	35.0043	6,370.77	36.7545	6,689.31	38.5922	7,023.78	40.5218	7,374.97	42.5479
Wastewater Operator	8,410.96	48.5248	8,831.51	50.9510	9,273.08	53.4986	9,736.74	56.1735	10,223.58	58.9822
Wastewater Senior Operator	9,475.04	54.6637	9,948.80	57.3969	10,446.24	60.2667	10,968.55	63.2801	11,516.98	66.4441
Wastewater Maintenance Mechanic	7,093.00	40.9212	7,447.65	42.9672	7,820.03	45.1156	8,211.03	47.3714	8,621.59	49.7399
Wastewater Sr. Maintenance Mechanic	8,377.05	48.3292	8,795.91	50.7456	9,235.70	53.2829	9,697.49	55.9470	10,182.36	58.7444

* Monthly rate is calculated on a 40-hour workweek.

Master Salary Schedule Adopted (Reso 2025-XX)

EXHIBIT A

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Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
<u>TRAINEE - BENEFITTED @ 07/14/2025</u>										
Police Officer Trainee*	7,602.10	43.8582								
<u>NON-BENEFITTED PART TIME @ 01/01/2025</u>										
Information Systems Technician		16.5000		17.3250		18.1913		19.1009		20.0560
<u>Fire Reserves @ 01/01/2025</u>										
Reserve Fire Captain		16.5000								
Reserve Fire Engineer		16.5000								
Reserve Firefighter		16.5000								
<u>Interns @ 01/01/2025</u>										
Intern		16.5000		17.5000		18.5000		19.5000		20.5000
<u>Police @ 01/01/2025</u>										
Crossing Guard		16.5000								
<u>Community Services Department @ 01/01/2025</u>										
Cable Equipment Operator I		16.5000		17.3250		18.1913		19.1009		20.0560
Cable Equipment Operator II		19.1009		20.0560		21.0588		22.1117		23.2173
Recreation Leader		16.5000		17.3250		18.1913		19.1009		20.0560
Senior Recreation Leader		19.1009		20.0560		21.0588		22.1117		23.2173
Rental Facility Custodian		16.5000		17.3250		18.1913		19.1009		20.0560
Rental Facility Senior Custodian		19.1009		20.0560		21.0588		22.1117		23.2173
<u>Administration - 05/03/17</u>										
Records Management Administrator		60.0000								
<u>CONTRACT-Part Time</u>										
<u>Public Works @ 07/01/05</u>										
Park Caretaker		20.7000								

* Monthly rate is calculated on a 40-hour workweek.



CITY COUNCIL REPORT

9.E.

DATE: OCTOBER 21, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Roxane Stone, Deputy City Clerk, Rstone@pinole.gov
SUBJECT: PLACEMENT OF LIENS FOR DELINQUENT UNPAID WASTE COLLECTION CHARGES FALLING DELINQUENT BETWEEN SEPTEMBER AND DECEMBER 2025, CONSIDERED AT AN ADMINISTRATIVE HEARING ON OCTOBER 2, 2025

RECOMMENDATION

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

BACKGROUND

Pursuant to Section 8.08 of the Pinole Municipal Code, an administrative hearing was held on October 2, 2025, regarding unpaid garbage collection services that fell delinquent between September and December 2025. No parties attended the hearing to protest the charges. The administrative hearing was the final step in the process to collect the delinquencies, prior to Council approval to place the liens on the subject properties to recover the full amount owed, including delinquent charges and administrative fees.

REVIEW AND ANALYSIS

FISCAL IMPACT

The City of Pinole receives an administrative recovery charge for each lien at the time of tax settlement or payment of the lien. There are 54 properties on which liens are being imposed, representing a total of \$25,571.04 in delinquent service charges. The total administrative recovery fee is \$60 per lien; a portion of which is remitted to Contra Costa County. The administrative recovery fees are \$3,240.00; the total lien amount including recovery fees are \$28,811.04.

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

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2025-XX

RESOLUTION OF THE CITY COUNCIL OF PINOLE, CALIFORNIA, PLACING LIENS ON PROPERTIES SITUATED IN THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS UNPAID WASTE COLLECTION CHARGES FROM AN ADMINISTRATIVE HEARING CONDUCTED OCTOBER 2, 2025

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

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

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

WHEREAS, pursuant to the provisions of Section 8.08.110, a hearing was held on February 6, 2025; and

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

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

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

PASSED AND ADOPTED this 21st day of October 2025, by the following vote:

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

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 21st day of October 2025.

Heather Spears, CMC
City Clerk

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



CITY COUNCIL REPORT

9.F.

DATE: OCTOBER 21, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: David Hanham, Planning Manager, 510-724-9842, dhanham@pinole.gov
SUBJECT: PUBLIC CONVENIENCE NECESSITY FOR QUICK MART LOCATED AT 1477 FITZGERALD DRIVE, SUITE 107

RECOMMENDATION

City staff recommends that the City Council adopt a Resolution (Attachment A) approving a determination of Public Convenience or Necessity for Quick Mart Convenience Store for the purpose of selling alcohol (off-site sales of beer and wine) located at 1477 Fitzgerald Drive, Suite 107

BACKGROUND

Uma Pokhared, on behalf of Quick Mart Convenience Store, has requested City approval of a "Finding of Public Convenience or Necessity" (PCN). This is required in order for Quick Mart Convenience Store to obtain a liquor license for a Type 20 Off-site consumption for the purpose of selling beer and wine. Approval of this PCN will allow Quick Mart to proceed with their request to the Planning Commission for Conditional Use Permit (CUP) No. 25-0004 for off-site alcohol sales for their gas station/convenience store located at 1401 Fitzgerald Drive. The convenience store occupies a footprint of approximately 1300 square feet. The Quick Mart currently exists as a full-service convenience store, enabling customers to purchase everyday grocery items, and is requesting approval for off-site consumption sales of beer and wine to further the convenience provided to the surrounding community. The applicant has served the community for a short time and is trying to expand their business offerings, but is having difficulty competing with other convenience stores now allowed to sell alcohol, and therefore seeks to expand the use by adding beer and wine to its offerings for the convenience of its customers.

The State Department of Alcoholic Beverage Control (ABC) enforces the licensing of alcoholic retailers regulated by State Law under Section 23958 of the Business and Professions Code. The Type 20 Off-site consumption sale license allows for the retail sales of beer and wine. Quick Mart is required to first obtain a finding of a PCN from the City Council and then may request Planning Commission approval of a CUP.

When a business establishment applies for a new or different on-site sales license, ABC determines if there is an "undue concentration" of licenses in a particular census tract. The State relies on a ratio of on-sale retail licenses to the population in the census tract to determine if an area is over-concentrated. In this case, ABC considers an "undue concentration," or overconcentration, to be present if there are more than five on-site sale Type 20 licenses within census tract 3630.

Census tract 3630 includes the portion of Pinole on the south side of Interstate 80 and west of Appian Way. According to ABC, there are currently eleven existing active off-site alcohol sales licenses in Census Tract 3630. Five of those licenses are outside the City Limits. Table 1 below includes a complete list of existing businesses with off-site consumption alcohol sales licenses within Census Tract 3630, as of October 2025.

Table 1: On-Site Retail Alcohol Sales Establishments in Census Tract 3630*

Business Establishment	Location	License Type
Appian Express Mart & Gas	4917 Appian Way	20
Appian Food and Liquor	4247 Appian Way	21
BevMo!	1220 Fitzgerald Drive	21
FoodMaxX	1370 Fitzgerald Drive	21
Grocery Outlet	1460 Fitzgerald Drive	21
Grocery Outlet	1530 Fitzgerald Drive	21
Pinole Vista Liquors	1586 Fitzgerald Drive	21
Target Stores	1400 Fitzgerald Drive	21
United Food Mart**	521 Appian Way	20
San Pablo Shell**	3621 San Pablo Dam Road	21
Hilltop Food Mart**	4251 Hilltop Drive	21
Anabi Shell Station	1401 Fitzgerald Drive	20

**Source: State Department of Alcoholic Beverage Control, October 2025*

*** Located outside Pinole*

Once an “undue concentration” is identified by ABC, the local governing body may choose to allow additional alcohol sales establishments in an area where there is an overconcentration by determining a PCN.

Section 17.59.030 (B) of the Municipal Code designates the City Council as the approving authority for a PCN request and requires a PCN determination as a prerequisite for Planning Commission consideration of a CUP for alcohol sales. Should the City Council decide not to approve a determination of PCN, Quick Mart will not be eligible to request a CUP for alcohol sales and will not be allowed to obtain a Type 20 alcohol sales license through ABC for its proposed off-site beer and wine sales in Census Tract 3630. Any proposed conditions regarding the sale of alcohol at the Quick Mart are addressed through the CUP and not the PCN.

REVIEW AND ANALYSIS

Section 17.59.030 (C) of the Pinole Municipal Code includes five required findings that must be satisfied in order to make a PCN determination. Staff has prepared findings based on a proposed project.

Finding 1: The proposed establishment with alcohol sales will promote the City’s economic health, consistent with the General Plan and any applicable Specific Plan policies to further zoning district purposes. The Applicant proposes to continue operating Monday through Sunday 7:00 am to 10:00 pm in its approximate 1,300 square-foot retail space, though beer

and wine sales will be limited to the hours permitted by state and local law (6am to 2am). The total square footage of the entire property is 56,628 square feet with 104 on-site parking spaces, including two ADA-compliant spaces.

The Quick Mart convenience store is located within the Fitzgerald Drive Commercial Area and is zoned "Regional Commercial", or "RC". The Pinole General Plan's Land Use Element states that Regional Commercial areas are intended for large regional shopping centers serving the West County market area." Pinole Vista is adjacent to the 80 Freeway's Fitzgerald exit and is anchored by several large retailers such as Ace Hardware and Target. Smaller ancillary uses include, but are not limited to restaurants, various retail stores, and a beauty salon. These uses, along with the Applicant, provide a wide diversity of goods and services within a single area convenient to both freeway and local traffic. The proposed use enhances the commercial nature of the Pinole Vista development and would increase the range of services available to local customers, workers, and residents.

The sale of beer and wine expands the available services in the Fitzgerald Drive Corridor area generally, and at this location specifically, and will broaden the City's tax bases by generating sales tax revenue at this retail business location.

The addition of alcohol at the subject site would increase the economic health of Pinole by supplying additional one-stop-shopping convenience to both residents and travelers on the I-80. The site is located near busy intersections in a busy commercial district and is surrounded by a variety of commercial uses. The Applicant's customers draw from residents in this and surrounding areas; employees and customers of the many commercial uses in the vicinity; and other who are traveling down both major thoroughfares. The requested finding of Public Convenience or Necessity, along with a CUP and ABC license to sell beer and wine for off-site consumption will enable existing customers to conveniently purchase these items, rather than taking their business to another convenience store in the greater area.

Goal LU.7 of the Land Use and Economic Development Element calls for encouraging commercial development which provides services for residents and broadens the tax base of the community to provide needed revenue for public services.

Finding 2: The economic benefits associated with the establishment could not be achieved without the proposed alcohol sales. While the Applicant has successfully operated their convenience store for a few years in the Pinole community, it is their belief that while the Pinole Vista and Pinole Vista Crossing developments do an excellent job of catering to the needs of the community, there is a niche which a convenience store which also stocks beer and wine could fill. There is only one other convenience store in the area which offers alcohol; the current vendors are large stores such as Target, or specialty retailers such as BevMo! The closest convenience or gas-station store which is currently licensed for alcohol sales is the Anabi Shell Station, which is located approximately a half-mile away.

Shoppers who visit the large retailers that dominate the Pinole Vista commercial developments are often on extended shopping trips, purchasing a wide range of items at once. Additionally, shopping at similar locations may take longer than individuals in a hurry would prefer to spend. A convenience store in a well-established shopping area enables quick-trip access to a wide range of groceries, beverages, and captures business that might otherwise pass the area. If the applicant is unable to sell a small amount of beer and wine, then it may not only lose that

sale of the beer and wine, but also the other groceries that the customer intends to buy because they will go to one of the other less-convenient alcohol retailers. As there are very few convenience stores in this area that are able to sell alcoholic beverages, this convenience store cannot obtain the financial benefits that its competitors enjoy without the ability to sell a small amount of beer and wine.

Finding 3: The applicant has not operated a licensed establishment which has been the subject of verified complaints or violations regarding alcohol, public safety or nuisance statutes or regulations. This business has not been the subject of verified complaints or violations regarding alcohol, public-safety or nuisance statutes or regulations. The Applicant has stated that they are dedicated to being a good corporate neighbor and will happily work with both local and state authorities to ensure that all regulations and laws are obeyed, and its business is conducted in a peaceable and beneficial way.

Finding 4: The Police Department has reported that the proposed establishment would not be expected to add to crime in the area. The Police Department has reported that the sale of off-site beer and wine at this location would not be expected to add crime in the area and has not raised any objections. The Police Department will have an opportunity to provide conditions of approval through the Planning Commission's review of the CUP.

Finding 5. Alcoholic beverages sold by the applicant are incidental to the other products available for sale at the establishment. The site will provide a variety of goods and services that customers at a full-service convenience store expect, including basic grocery items, snacks, and beverages. The sale of alcoholic beverages will make this location a convenient “one-stop” shop, enabling the surrounding community to purchase everyday essential grocery and utility items, including alcoholic beverages, at the same time. The primary use at this site is a convenience store, of which alcohol sales will be a small portion, both in terms of floor area and shelf space. The alcohol sales are being provided as a convenience to customers so that they may purchase all of their shopping needs at one time in one trip. The sale of a partial line of alcoholic beverages will be ancillary to the main retail sales of the convenience store that will be provided at the site. The project will be beneficial to the local community and the local economy by enhancing a revenue-generating use.

FISCAL IMPACT

There are no adverse fiscal impacts to the City associated with this request.

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2025-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING A DETERMINATION OF PUBLIC CONVENIENCE OR NECESSITY FOR TYPE 20 ALCOHOL SALES INCLUDING BEER AND WINE AT QUICK MART 1477 FITZGERALD DRIVE, SUITE 107, PINOLE, CA 94564, APN: 426-010-027

WHEREAS, the owner of Quick Mart Convenience Store intends to file an application for a Type 20 on-site alcohol license with the State Department of Alcohol Beverage Control (ABC) and have filed an application for a Conditional Use Permit with the City of Pinole to allow alcohol sales for their convenience store; and

WHEREAS, pursuant to the provisions of the California Environmental Quality Act (CEQA) the project is Categorically Exempt and meets the eligibility requirements of Section 15301 of the CEQA Guidelines related to existing facilities in that the proposed use involves the operation of an existing convenience store and therefore no further environmental review is required; and

WHEREAS, the ABC notified the City of Pinole that an undue concentration of on-site alcohol sales licenses exists within Census Tract 3630.00 and

WHEREAS, a determination of Public Convenience or Necessity is required to allow additional on-site licenses in an over concentrated Census Tract; and

WHEREAS, the Police Department has confirmed that the sale of beer and wine is not expected to increase calls for service or crime activity at this location; and

WHEREAS, the City has considered the request for Public Convenience or Necessity, the staff report, and the required associated findings pursuant to Section 17.59.030 (C) of the Pinole Municipal Code to justify a determination of Public Convenience or Necessity.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pinole does hereby resolve that a Public Convenience Necessity is recommended to be approved with the following findings

1. The proposed Quick Mart Convenience Store Type 20 alcohol sales will promote the City's economic health consistent with the General Plan and any applicable Specific Plan policies to further Commercial Mixed-Use Zoning District purposes.
2. The economic benefits associated with the Quick Mart Convenience Store Type 20 alcohol sales could not be achieved without the proposed alcohol sales.

3. The applicant has not operated a licensed establishment, which has been the subject of verified complaints or violations regarding alcohol, public safety or nuisance statutes or regulations.
4. The Police Department has reported that the proposed beer and wine sales at the existing establishment would not be expected to add to crime in the area; and
5. Alcoholic beverages sold by the applicant are incidental to the other products available for sale at the establishment located at 1401 Fitzgerald Drive

BE IT FURTHER RESOLVED that the City Council of the City of Pinole Affirms a determination of Public Convenience or Necessity to support a Type 20 alcohol sales license request for off-site beer and wine sales at the Quick Mart Convenience Store located at 1477 Fitzgerald Drive, Suite 107 and as a prerequisite to obtaining a Conditional Use Permit as required by Chapter 17.59 of the Pinole Municipal Code

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of October 2025 by the following vote:

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

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 21st day of October 2025.

Heather Spears, CMC
City Clerk



CITY COUNCIL REPORT

9.G.

DATE: OCTOBER 21, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Melissa Klawuhn, Police Chief, mklawuhn@pinole.gov
SUBJECT: ADOPT A RESOLUTION TO AUTHORIZE THE RECEIPT AND EXPENDITURE OF \$187,253 IN BOARD OF STATE AND COMMUNITY CORRECTIONS - BYRNE STATE CRISIS INTERVENTION PROGRAM (BSCC - BYRNE SCIP) GRANT FUNDS

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution which will authorize the acceptance of \$187,253 in grant funds awarded to the City of Pinole and administered by the Board of State and Community Corrections – Byrne State Crisis Intervention Program (BSCC – Byrne SCIP)

BACKGROUND

The City of Pinole is seeking BSCC – Byrne SCIP funding to address critical gaps in firearm safety and crisis intervention. The proposed project targets two primary challenges:

1. Low public awareness and understanding of California’s Extreme Risk Protection Order (ERPO) laws
2. Inadequate and outdated firearm storage infrastructure within the Pinole Police Department (PPD).

While ERPO laws provide a legal tool to temporarily prevent individuals at risk of self-harm or violence from accessing firearms, many Pinole residents are unfamiliar with how ERPOs work, when they can be used, or how to request one. Without targeted outreach and education, this underutilization limits the law’s potential to help prevent firearm-related harm to the community.

Simultaneously, PPD’s firearm evidence storage is severely outdated, relying on improvised wooden shelving that lacks proper security, organization, and compliance with best practices. Within the current storage system, firearms can be co-mingled with general property, increasing the risk of handling errors, unauthorized access, and legal liability.

Due to budget constraints, PPD lacks the local funding needed to address these issues. The BSCC – Byrne SCIP grant presents a timely opportunity to launch a comprehensive initiative that will:

- Increase public awareness and understanding of ERPO laws.

- Educate the community on safe firearm storage practices.
- Modernize PPD's firearm storage to meet security and legal standards.

Together, these efforts will support the City's goals of reducing gun violence, improving crisis response, and promoting safe, responsible firearm handling in alignment with state and local policies.

REVIEW AND ANALYSIS

The PPD is committed to meaningful data collection, performance monitoring, and project evaluation to ensure the proposed BSCC – Byrne SCIP initiative achieves its stated goals and objectives. The PPD has developed a detailed evaluation plan to ensure the success of the BSCC – Byrne SCIP, which focuses on community outreach, education and modernizing the PPD's evidence room. In line with BSCC guidelines, PPD will submit a Local Evaluation Plan (LEP) and Final Local Evaluation Report (LER) to track progress, measure outcomes, and assess overall project effectiveness.

The evaluation will monitor both process and outcome measures, such as the number of outreach events held, resident participation, and public awareness of ERPO laws. For the evidence room component, the focus will be on firearm transfers to a new storage system and the adoption of improved tracking and storage processes. Baseline data will be collected early to support comparisons.

PPD will dedicate about 5% of the grant budget to these evaluation efforts. Ongoing monitoring, weekly progress updates, and quarterly federal reporting will ensure transparency and allow for course corrections. The final report will summarize the initiative's impact, and upon request, it will be made available to the public and local stakeholders.

FISCAL IMPACT

Accepting this grant will result in a positive fiscal impact. The total project cost is \$187,253, with no match required.

ATTACHMENTS

- A. Resolution
- B. BSCC Byrne SCIP Grant Application
- C. BSCC Byrne SCIP Grant Draft Agreement

RESOLUTION NO. 2025-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AUTHORIZING THE RECEIPT AND EXPENDITURE OF \$187,253.00 FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) THROUGH THE BYRNE STATE CRISIS INTERVENTION PROGRAM #1352-25

WHEREAS, the City of Pinole desires to participate in the 2025 Byrne State Crisis Intervention Program Grant administered by the Board of State and Community Corrections (hereafter referred to as the BSCC); and

WHEREAS, the Pinole Police Department applied and was notified it was awarded a grant (1352-25) for the 2025-2026 Fiscal Year from the Byrne State Crisis Intervention Program (SCIP); and

WHEREAS, funds allocated under this grant agreement shall not exceed \$187,253.00; and

WHEREAS, the City of Pinole adopted the Safe Storage of Firearms Ordinance in October 2024, reinforcing the City's commitment to responsible gun ownership and safe firearm handling; and

WHEREAS, the City of Pinole faces two critical and interconnected public safety issues: a lack of public awareness of California's Extreme Risk Protection Order (ERPO) laws, and insufficient infrastructure within the Pinole Police Department for securely storing and managing firearms. These issues directly support the goals of the Byrne State Crisis Intervention Program (SCIP) to reduce gun violence and enhance crisis intervention efforts at the local level; and

WHEREAS, the Pinole Police Department's SCIP proposal includes a robust public outreach campaign to inform and engage the community about ERPOs and modernize firearm storage infrastructure at the Pinole Police Department; and

WHEREAS, funding overtime, equipment, and other expenses associated with this outreach and storage modernization presents a fiscal challenge for the City; and

WHEREAS, Council approval is required to formally accept grant funds and authorize the execution of revenue agreements and budget appropriations; 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.

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 Pinole City Council held on the **21st** day of **October 2025** by the following vote:

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

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this **21st** day of **October 2025**.

Heather Spears, CMC
City Clerk



Byrne State Crisis Intervention Program (Cohort 2)

City of Pinole

Section 1 – Background Information

Applicant Name: [City of Pinole](#)

Address: [2131 Pear Street, Pinole, CA 94564](#)

Federal Employer ID: [94-6000394](#)

Unique Entity Identifier (UEI): [VJ7QJ6KJ8J35](#)

Funding Category: [Small Scope \(Up to \\$500,000\)](#)

Lead Public Agency: [Pinole Police Department](#)

Project Title: [Pinole Crisis Intervention Awareness and Safety Initiative](#)

Program Purpose Areas (PPA)

Applicants are required to apply for the Program Purpose Areas (PPA) and Related Program Activities identified in the Byrne SCIP Instruction Packet (Page 8-10). Three PPAs are identified:

- PPA 1: Communication, Education, Outreach, and Public Awareness
- PPA 2: Referrals to Community-based Services for People in Crisis
- PPA 3: Funding for Law Enforcement Crisis Intervention Programs or Initiatives

(A drop down menu of options populates within the Submittable application portal)

Proposal Summary (Limit 670 Characters):

[The City of Pinole seeks Byrne SCIP funding to implement a dual-focused project that enhances community awareness of Extreme Risk Protection Orders \(ERPOs\) and modernizes firearm storage infrastructure at the Pinole Police Department. The project includes public outreach at events like National Night Out 2025 and upgrades to outdated evidence storage using secure lockers and tracking tools. Together, these efforts aim to reduce gun violence, support crisis intervention, and promote safe firearm practices in the community.](#)

Section 2 – Contact Information

Project Director: [Melissa Klawuhn](#)

Project Director Title: [Chief of Police](#)

Project Director Address: [880 Tennent Avenue, Pinole, CA 94564](#)

Project Director Email: mklawuhn@pinole.gov

Project Director Phone: [510-724-8957](#)

Day-To-Day Program Contact: [Troy Oviatt](#)

Day-To-Day Program Contact Title: [Acting Commander](#)

Day-To-Day Program Contact Address: [880 Tennent Avenue, Pinole, CA 94564](#)

Day-To-Day Program Contact Email: toviatt@pinole.gov

Day-To-Day Program Contact Phone: [510-724-8950](#)

Day-To-Day Fiscal Contact: [Troy Oviatt](#)

Day-To-Day Fiscal Contact Title: [Acting Commander](#)

Day-To-Day Fiscal Contact Address: [880 Tennent Avenue, Pinole, CA 94564](#)

Day-To-Day Fiscal Contact Email: toviatt@pinole.gov

Day-To-Day Fiscal Contact Phone: [510-724-8950](#)

Authorized Officer: [Melissa Klawuhn](#)

Authorized Officer Title: [Chief of Police](#)

Authorized Officer Address: [880 Tennent Avenue, Pinole, CA 94564](#)

Authorized Officer Email: mklawuhn@pinole.gov

Authorized Officer Phone: [510-724-8957](#)

Section 3 – Proposal Narrative and Budget

Proposal Narrative Instructions

The Proposal Narrative must address the Project Need, Project Description, Project Organizational Capacity and Coordination, and Project Evaluation and Monitoring Rating Factors as described in the Byrne SCIP Grant Instruction Packet (refer to pages 20-25). A separate narrative response is required for each Rating Factor as described below:

Project Need (Limit 4,474 Characters):

The City of Pinole is experiencing two critical and interrelated public safety challenges: (1) a lack of public awareness regarding California's Extreme Risk Protection Order (ERPO) laws and how to utilize them to prevent firearm-related harm, and (2) inadequate infrastructure within the Pinole Police Department (PPD) for securely storing and managing firearms held by PPD. These needs directly align with the intent of the Byrne State Crisis Intervention Program (SCIP) to reduce gun violence and improve crisis intervention strategies at the local level.

Despite the existence of ERPO laws in California, which provide family members, law enforcement officers, and other qualified individuals with legal tools to temporarily prevent individuals at risk of self-harm or violence from accessing firearms, public understanding of how and when to use these laws remains limited in Pinole. This lack of awareness poses a direct barrier to crisis prevention and early intervention. Community members who may recognize signs of danger are often unaware of the legal mechanisms available to them, or unsure of how to seek assistance from local law enforcement. Anecdotal evidence from PPD officers who engage with the public during community events indicates that many residents are unfamiliar with what an ERPO is, what protections it offers, or how to initiate the process. Additionally, the department has observed that individuals in crisis—and their families—often lack clear information on how to navigate these systems or access support. Without proactive outreach and education, the full preventative potential of ERPO laws remains untapped.

Compounding this issue is the physical inadequacy of PPD's current firearms evidence storage infrastructure. The department's evidence room is outdated and does not meet modern standards for secure firearm storage. Confiscated and relinquished firearms are currently stored using an improvised system of wooden 2x4 shelving that lacks the durability, physical security, and organizational functionality of modern firearm locker technology. This system not only places limitations on the department's ability to manage high-risk weapons effectively but also introduces public safety risks and legal liability in the event of misplacement, unauthorized access, or improper storage.

An internal review conducted by the department identified that firearms evidence is co-mingled with general property and stored without specialized units for secure, traceable firearm retention. The lack of an organized, compartmentalized storage system significantly increases the risk of evidence handling errors, delays in firearm return or disposition, and challenges in ensuring compliance with state and federal laws related to firearm custody and relinquishment. Furthermore, the current setup limits the department's capacity to expand or adapt firearm evidence protocols in alignment with best practices or future policy changes.

This need is particularly urgent in light of the City of Pinole's recently adopted Safe Storage of Firearms Ordinance (October 2024), which reinforces the city's commitment to responsible gun ownership and safe firearm handling. However, without corresponding investments in law enforcement infrastructure and public education, the ordinance cannot be implemented to its full potential. The ordinance provides a policy framework for firearm safety, but the lack of community outreach limits its visibility and impact, and the outdated evidence room undermines the City's ability to model best practices in firearm security and stewardship.

The department's staffing structure also highlights the strain placed on personnel who manage firearms evidence. Current systems require manual tracking processes and lack integration with modern digital tracking technologies, increasing staff workload and the potential for human error. As the number of ERPO-related firearm cases grows, the volume and complexity of firearm evidence will only increase—placing further demands on a system that is already insufficient.

Financial constraints prevent the City from addressing these issues using existing local resources. Due to competing priorities such as officer safety equipment and vehicle maintenance, the City's General Fund and asset forfeiture funds have already been allocated to other pressing needs. No dedicated funding exists to support outreach related to ERPOs or to modernize the department's evidence room. The Byrne SCIP grant offers a unique opportunity to address both public education and law enforcement infrastructure needs in a single, coordinated effort—an approach that aligns directly with the program's goals of preventing firearm-related harm and improving local crisis intervention capabilities.

In summary, the City of Pinole faces a pressing need to both educate the public on how to use ERPO laws and build the internal capacity to safely manage firearms that are confiscated or relinquished. The current system lacks the public-facing clarity and internal structural integrity needed to support a comprehensive and effective firearm safety strategy. By addressing these interconnected challenges, the proposed project will fill critical service gaps, mitigate risk, and strengthen the City's capacity to prevent gun violence through informed, community-based, and law enforcement-led solutions.

Project Description (Limit 8,948 Characters):

The City of Pinole proposes a comprehensive, dual-focused initiative that addresses both community-level prevention and law enforcement infrastructure enhancement. The proposed project supports Program Purpose Area 1 (Communication, Education, Outreach, and Public Awareness) and Program Purpose Area 3 (Law Enforcement Crisis Intervention Programs or Initiatives). This integrated strategy will elevate public understanding of California's Extreme Risk Protection Order (ERPO) laws and responsible firearm ownership, while simultaneously upgrading the Pinole Police Department's (PPD) firearm evidence storage and tracking capabilities to meet modern public safety standards.

Under PPA 1, PPD will implement a robust public outreach campaign to inform and engage the community about ERPOs and firearm safety resources. The department will target key public gatherings throughout the year to maximize community engagement. In addition to National Night Out 2025, which will be hosted in October, outreach will be conducted at the Pinole 4th of July Celebration, Pinole Pride & Juneteenth Event, the Pinole Valley High School Homecoming Parade, and the annual Pinole Christmas Tree Lighting. These high-attendance community events offer meaningful opportunities for officers to engage directly with residents and promote awareness of legal tools available to prevent firearm-related harm. Outreach will include the distribution of informational brochures, firearm safety materials such as gun locks (already available in inventory), and guided conversations on how and when individuals can seek support for people in crisis through local law enforcement.

To support effective outreach, the City will allocate grant funds for personnel time to staff these community engagement activities and to acquire critical materials to ensure the events are accessible, visible, and professionally executed. These items will include a branded canopy (\$999), two custom tablecloths (\$169 each), an A-frame sidewalk sign (\$89), eight folding chairs (\$25 each), four portable tables (\$50 each), a roll-up banner (\$58), two portable power generators (\$3,500 each), and two portable light stations (\$5,600). These resources will allow PPD to create welcoming, highly visible public education booths at outdoor and evening events—ensuring maximum community reach and safety. The new outreach infrastructure will support consistent engagement throughout the grant period and enhance future outreach efforts well beyond the life of the grant.

The second component of the project aligns with PPA 3 and focuses on the modernization of PPD's evidence storage facility, specifically addressing the need for secure, trackable storage of firearms that have been confiscated, surrendered, or relinquished under ERPOs and other court orders. Currently, PPD relies on outdated wooden 2x4 shelving that lacks the durability, physical security, and organization required for modern firearm evidence management. The department will use grant funds to purchase and install a secure firearms locker system to replace the existing shelving infrastructure. The new system will incorporate locking compartments and physical security features consistent with industry best practices.

In addition to physical storage upgrades, PPD will explore the acquisition and implementation of firearm tracking software to improve recordkeeping, ensure legal compliance, and streamline internal workflows. The upgraded system will allow for faster identification, retrieval, and disposition of firearms, particularly in ERPO-related cases, and will reduce the risk of evidence misplacement or retention errors. Once operational, this improved infrastructure will enhance the department's ability to support firearm relinquishment processes and ensure compliance with court-ordered restrictions on firearm possession.

Together, these efforts directly respond to the needs outlined in the City's Safe Storage of Firearms Ordinance, adopted in October 2024. That ordinance reflects a citywide commitment to reducing unauthorized access to firearms and promoting responsible gun ownership. The proposed SCIP project operationalizes that commitment through tangible investments in outreach, education, and infrastructure.

The project will serve all residents of Pinole, with an emphasis on community members at risk of being impacted by gun violence, domestic violence, or behavioral health crises. PPD anticipates direct engagement with at least 1,000 community members during outreach events throughout the 26-month grant period. These individuals will benefit from increased awareness of ERPOs and safe storage practices. Internally, PPD expects to process and securely store dozens of firearms using the upgraded system, improving outcomes in ERPO cases and supporting broader law enforcement crisis intervention efforts.

This project is designed to be trauma-informed, culturally responsive, and community-centered. Outreach materials will be made available in multiple languages commonly spoken in the community, and officers participating in public engagement will receive guidance on effective communication strategies, especially when engaging with families navigating mental health or

domestic violence situations. The department will ensure all activities support the dual goals of promoting public safety and reducing stigma around seeking help.

In conclusion, the proposed project builds upon Pinole's existing policy infrastructure and public safety priorities. It takes a proactive, prevention-oriented approach to crisis intervention by combining community engagement with internal systems improvement. Through the SCIP grant, the City of Pinole will enhance its capacity to prevent firearm-related harm, support individuals in crisis, and foster stronger, trust-based relationships between law enforcement and the community it serves.

The project is scalable and the city would accept an award to implement activities based solely on PPA 1 or PPA 3 if required, or would be willing to reduce the scope of both PPA activities if funding levels required.

Project Organizational Capacity and Coordination (Limit 4,474 Characters):

The Pinole Police Department (PPD) has the organizational capacity, leadership, and internal coordination necessary to implement the proposed Byrne SCIP Cohort 2 project effectively and with full accountability. The department has a proven track record of successfully managing state-funded grant projects, consistently delivering on-time, on-budget, and within the approved scopes of work. Most recently, PPD successfully implemented the Officer Wellness Grant through the State of California, utilizing the funds to improve officer mental health resources and organizational resiliency. This project required coordinated planning, precise financial oversight, and timely reporting—all of which were executed without deviation from the approved project timeline or budget. This performance demonstrates PPD's readiness and reliability in managing public grant funds with diligence and professionalism.

The Byrne SCIP project will be led internally by Commander Troy Oviatt, who will serve as the Project Director and oversee day-to-day implementation. Commander Oviatt has extensive experience in operations management and community engagement and will ensure that all project activities, including community outreach and equipment procurement, are executed in accordance with the approved work plan. Oversight and strategic direction will be provided by Chief Melissa Klawuhn, who will guide the project's alignment with departmental goals and ensure compliance with state and federal requirements. Additionally, a designated staff member from the department's Evidence Unit will coordinate efforts related to the firearms storage infrastructure upgrades and oversee data management processes associated with firearm tracking.

A core strength of PPD's organizational capacity lies in its close working relationship with the City of Pinole's Finance Department. The Finance Department includes experienced management analysts who will provide administrative and fiscal support throughout the grant period. These analysts routinely assist city departments with budget tracking, invoice preparation, reimbursement submissions, and financial reporting for grant-funded projects. Their involvement will ensure that all fiscal documentation related to the Byrne SCIP project meets the requirements of the Board of State and Community Corrections (BSCC) and complies with federal guidelines.

This interdepartmental collaboration has been a key factor in the city's successful administration of previous grants, including those requiring complex reporting and audit documentation.

To support effective coordination across all aspects of the project, the department will establish a regular internal meeting schedule involving the Project Director, Finance Department liaison, and relevant staff leads. These meetings will serve to track progress, address emerging issues, and prepare for upcoming reporting milestones. Any procurement efforts—such as the purchase of outreach materials, firearm lockers, or tracking software—will be conducted through the City's standardized purchasing process, which includes multiple levels of approval and documentation to ensure transparency and proper use of public funds.

While the City of Pinole does not currently anticipate subcontracting with non-governmental organizations (NGOs) for this project, the PPD is aware of the BSCC's criteria for NGO participation and has reviewed Attachment C to ensure future compliance, should an NGO partner be brought on at a later stage. The department has experience collaborating with community-based organizations and service providers and will follow proper protocol to verify eligibility, obtain assurances, and report any subcontractor activity in accordance with BSCC requirements.

In terms of readiness, the City of Pinole is prepared to initiate the project immediately upon award. Preliminary planning for outreach events, including National Night Out 2025, is already underway, and the department has begun to assess evidence room specifications in anticipation of the storage system upgrade. Procurement timelines and staffing plans are aligned with the 26-month grant period and will be further detailed in the submitted Project Work Plan. This level of preparation ensures that the City can begin delivering services promptly and that project milestones can be met without delay.

Overall, the Pinole Police Department's organizational structure, experienced personnel, and strong fiscal partnerships make it highly capable of executing the proposed Byrne SCIP project. Through internal leadership, interdepartmental collaboration, and a track record of successful grant performance, the City of Pinole is well-positioned to implement this initiative with integrity, efficiency, and measurable impact.

Project Data Collection and Evaluation (Limit 4,474 Characters):

PPD is committed to meaningful data collection, performance monitoring, and project evaluation to ensure the proposed Byrne SCIP initiative achieves its stated goals and objectives. The Pinole Police Department (PPD) will implement an evaluation approach that is responsive to BSCC guidelines, including the development and submission of a Local Evaluation Plan (LEP) and a Final Local Evaluation Report (LER). These documents will allow the City to document progress, measure outcomes, and assess the overall effectiveness of both the community outreach and evidence room modernization components of the project.

The LEP will be developed in accordance with the guidance provided in Appendix E of the RFP and will be submitted to BSCC no later than December 31, 2025. It will provide a detailed framework for evaluating both process and outcome measures, with an emphasis on assessing

the extent to which the project's goals and objectives have been met. The plan will define key performance indicators, data sources, and timelines for collection and analysis. The evaluation effort will be guided by the overarching goal of reducing firearm-related harm and improving law enforcement crisis intervention strategies within the City of Pinole.

PPD plans to allocate approximately five percent of the total grant budget to evaluation efforts, as recommended by the BSCC. This allocation will support internal staffing and may include the retention of an external evaluation consultant or academic partner to assist with plan development, data analysis, and the preparation of the final report. The City is exploring a partnership with a local institution of higher education to provide independent evaluation support, ensuring an objective and credible assessment of outcomes.

Quantifiable process measures will include the number of community outreach events conducted (e.g., National Night Out 2025 and other similar events), the number of residents engaged, and the volume of public education materials distributed. Outcome measures will focus on increased public awareness of Extreme Risk Protection Order (ERPO) laws, as measured by pre- and post-event surveys or informal feedback mechanisms, as well as internal data on ERPO utilization rates in Pinole over the course of the grant period.

On the infrastructure improvement side, the evaluation will monitor the number of firearms transferred to the new evidence storage system, the percentage of firearms successfully migrated from legacy tracking methods to any newly adopted software solutions, and improvements in staff efficiency or error reduction in managing firearm evidence. Baseline data will be collected prior to the implementation of the new system to support meaningful comparison and outcome measurement.

Monitoring activities will be integrated throughout the various phases of the project. During the start-up phase, the PPD Project Director, Commander Troy Oviatt, will coordinate with the City's Finance Department and any external evaluators to finalize data collection tools and ensure baseline assessments are completed. During the implementation phase, weekly progress reports will be generated by the Evidence Unit and community engagement staff to track deliverables and timelines. These updates will be reviewed by the Project Director and Finance staff to ensure compliance and facilitate mid-course corrections if necessary.

PPD staff will also enter quarterly performance data into the federal Performance Management Tool (PMT), as required by the Bureau of Justice Assistance. The department is familiar with state and federal reporting systems and will ensure that data entered into the PMT is accurate, timely, and aligned with BSCC guidance. Where applicable, staff will work with the City's Finance Department to ensure that financial data and performance metrics are integrated for consistent and transparent reporting.

At the close of the grant period, the City will submit a comprehensive Final Local Evaluation Report by September 30, 2027. This report will summarize implementation efforts, highlight challenges and successes, and present an analysis of the project's impact using both qualitative and quantitative data. In alignment with BSCC expectations, the report will be prepared for public dissemination and may be shared with the Pinole City Council, community stakeholders, and the public through appropriate channels such as the City's website and community forums.

Budget Instructions

Applicants are required to submit a Proposal Budget and Budget Narrative (Attachment A). Upon submission, the Budget Attachment will become Section 5: Proposal Budget (Budget Tables and Narrative) making up part of the official proposal. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Tables and Narrative. The grant budget must cover the entire grant period. Funding information is available on pages 11-12 a of the Byrne SCIP Instruction Packet.

Section 4 – Mandatory Attachments

- Project Work Plan (Attachment B)
- Criteria and Assurance for NGOs that Receive BSCC Grant Funds as a Subcontractor (Attachment C)
- Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Attachment D)
- Governing Board Resolution or Other Proof of Signing Authority – (*not required at time of submission; however, must be submitted if awarded grant funds.*) (Attachment E)

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 1352-25

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

City of Pinole**2. The term of this Agreement is:**

START DATE

August 1, 2025

THROUGH END DATE

SEPTEMBER 30, 2027**3. The maximum amount of this Agreement is:****\$187,253.00****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Exhibit E	FY 2022-2023 & FY 2024 Byrne State Crisis Intervention Program (SCIP) Federal Conditions	39
Attachment 1*	Byrne State Crisis Intervention Program (SCIP) Cohort 2 Grant Request for Proposals	*
Attachment 2	Byrne SCIP Cohort 2 Grant Proposal & Budget	11
Attachment D	Cert of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft & Embezzlement	1
Appendix A	Byrne SCIP Advisory Board Roster	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Subawards	2

* This item is hereby incorporated by reference and can be viewed at:

<https://www.bscc.ca.gov/byrne-state-crisis-intervention-program/>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Pinole

CONTRACTOR BUSINESS ADDRESS

2131 Pear Street

CITY

Pinole

STATE

CA

ZIP

94564

PRINTED NAME OF PERSON SIGNING

Melissa Klawuhn

TITLE

Chief of Police

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

COLLEEN CURTIN

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED



EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Byrne State Crisis Intervention Program (SCIP) Cohort 2 Grant

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and City of Pinole (hereafter referred to as the Grantee or Contractor).

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The goal of the BSCC Byrne State Crisis Intervention Program funding is to develop a multipronged approach to decreasing gun violence in California, supporting local jurisdictions in their efforts to improve firearms relinquishment procedures and supporting the enhancement of programs that address behavioral health issues, with a focus on people who are at higher risk for gun violence.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Byrne State Crisis Intervention Program (SCIP) Cohort 2 Grant Request for Proposals (incorporated by reference) and Attachment 2: Byrne SCIP Cohort 2 Grant Proposal, which are attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

- B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Melissa Klawuhn
Title: Chief of Police
Address: 880 Tennent Avenue, Pinole, CA 94564
Phone: 510-724-8957
Email: mklawuhn@pinole.gov

Designated Financial Officer authorized to receive warrants:

Name: Markisha Guillory
Title: Finance Director
Address: 2131 Pear Street, Pinole, CA 94564
Phone: 510-724-9823
Email: mguillory@pinole.gov

Project Director authorized to administer the project:

Name: Melissa Klawuhn
Title: Chief of Police
Address: 880 Tennent Avenue, Pinole, CA 94564
Phone: 510-724-8957
Email: mklawuhn@pinole.gov

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

EXHIBIT A: SCOPE OF WORK

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Byrne SCIP Cohort 2 Request for Proposals (incorporated by reference) and Attachment 2: Byrne SCIP Cohort 2 Grant Proposal.

5. REPORTING REQUIREMENTS

- A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Quarterly Progress Report Periods

Due no later than:

- | | |
|---|------------------|
| 1. August, 2025 to September 30, 2025 | October 15, 2025 |
| 2. October 1, 2025 to December 31, 2025 | January 15, 2026 |
| 3. January 1, 2026 to March 31, 2026 | April 15, 2026 |
| 4. April 1, 2026 to June 30, 2026 | July 15, 2026 |
| 5. July 1, 2026 to September 30, 2026 | October 15, 2026 |
| 6. October 1, 2026 to December 31, 2026 | January 15, 2027 |
| 7. January 1, 2027 to March 31, 2027 | April 15, 2027 |
| 8. April 1, 2027 to June 30, 2027 | July 15, 2027 |
| 9. July 1, 2027, to July 31, 2027, | October 15, 2027 |

Note: Project activity period ends July 31, 2027. The period of August 1, 2027 to September 30, 2027 is for completion of Final Local Evaluation Report and financial audit only.

B. Evaluation Documents

Due no later than:

- | | |
|----------------------------------|--------------------|
| 1. Local Evaluation Plan | December 31, 2025 |
| 2. Final Local Evaluation Report | September 30, 2027 |

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.

EXHIBIT A: SCOPE OF WORK

- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Byrne SCIP Advisory Board (See Appendix A) from receiving funds from the grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Byrne SCIP Advisory Board membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Byrne SCIP Advisory Board.
- B. In cases of an actual conflict of interest with an Advisory Board member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

8. AUDIT

Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. Grantees may choose either a program-specific audit or a single federal audit. Federal guidelines allow grantees receiving \$750,000 or more in federal funds in a fiscal year to use their federal justice assistance grant funds to pay for the cost of the audit. Grantees falling below the \$750,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. For purposes of this grant award grantee is required to check one of the boxes below to indicate how they will meet the audit requirement.

- ☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures, Chapter 23, Grant Accounting Index, the identified grant will be included in the City/County Single Federal Audit Report, which will be submitted to the BSCC within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

- ☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a Program-Specific Final Audit Report to the BSCC within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

- ☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the non-governmental entity grantee does not expend \$750,000 or more in total federal awards during the fiscal year and is therefore, exempt from Federal audit requirements for this grant contract period. However, the entity understands that it must keep and maintain the grant

EXHIBIT A: SCOPE OF WORK

records and make them available for review or audit by appropriate officials of the Federal agency, pass-through agency (i.e., the Board of State and Community Corrections) and Governmental Accountability Office.

9. UNIQUE ENTITY IDENTIFIER (UEI)

The Contractor/grantee (entity entering into contract with the BSCC) must maintain active registration of their Unique Entity Identifier (UEI) number, used for this Grant Agreement, throughout the term of the contract. An active UEI number is also required to remain in compliance with the Federal Funding Accountability and Transparency Act (FFATA), a reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid in quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:

1. August 1, 2025 to September 30, 2025
2. October 1, 2025 to December 31, 2025
3. January 1, 2026 to March 31, 2026
4. April 1, 2026 to June 30, 2026
5. July 1, 2026 to September 30, 2026
6. October 1, 2026 to December 31, 2026
7. January 1, 2027 to March 31, 2027
8. April 1, 2027 to June 30, 2027
9. July 1, 2027 to July 31, 2027

Due no later than:

- November 15, 2025
February 15, 2026
May 15, 2026
August 15, 2026
November 15, 2026
February 15, 2027
May 15, 2027
August 15, 2027
September 15, 2027

Final Invoicing Periods:

10. August 1, 2027, to September 30, 2027*

Due no later than:

- November 15, 2027

**Note: Only expenditures associated with completion of the Final Local Evaluation Report and the financial audit may be included on the invoice.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) and all obligated match contributions must be incurred by the end of the grant project period, July 31, 2027, and included on the invoice due September 15, 2027. Project expenditures incurred after July 31, 2027 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by September 30, 2027. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of August 1, 2027 to September 30, 2027 must be submitted during the Final Invoicing Period(s), with the final invoice due on November 15, 2027. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.
- D. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- E. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- A. Funding for Byrne SCIP was appropriated as part of the supplemental appropriations enacted under Division B of the Bipartisan Safer Communities Act. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the United States Congress. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.
- C. If Byrne SCIP funding is reduced or falls below estimates contained within the Byrne SCIP Cohort 2 Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- D. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2023 BSCC Grant Administration Guide, which can be found under Grantee Resources here:
https://www.bscc.ca.gov/s_correctionsplanningandprograms/
- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report; and
 - 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and final audit.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

7. PROJECT BUDGET

Project Budget	
Line Item	
1. Salaries and Benefits	\$42,769
2. Services and Supplies	\$7,484
3. NGO Subcontractors Providing Services	\$0
4. Professional Services/Independent Contractors	\$130,000
5. Public Agency Subcontractors	\$0
6. Equipment/Fixed Assets	\$7,000
7. Other (<i>including training, travel, etc.</i>)	\$0
8. Indirect Costs	\$0
TOTAL: \$187,253	

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor 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. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 12. TIMELINESS:** Time is of the essence in this Agreement.
- 13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing 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, materials, or services by the bidder for sale

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4)

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

- 20. LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Byrne SCIP Cohort 2 Request for Proposals and Attachment 2: Byrne SCIP Cohort 2 Grant Proposal.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Compliance with Federal Laws and Regulations
The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including any federal conditions, which are included in this Grant Agreement as Exhibit E.
- C. Fulfillment of Assurances and Declarations
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Byrne SCIP Cohort 2 Request for Proposal and Attachment 2: Byrne SCIP Cohort 2 Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- D. Permits and Licenses
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Byrne SCIP RFP and described in Appendix B.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

- 1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

- 2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. Federal Audit Requirement: Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. See Exhibit A: Scope of Work, Section 8. Audit, for federal audit requirements.
- C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Attachment E of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: Byrne SCIP Cohort 2 Request for Proposal and Attachment 2: Byrne SCIP Cohort 2 Grant Proposal.

8. TERMINATION

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
- 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Byrne SCIP Cohort 2 Request for Proposal and Attachment 2: Byrne SCIP Cohort 2 Grant Proposal, or approved modifications;
- 3) failure to provide the required local match share of the total project costs; and
- 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

EXHIBIT E: FY 2022-2023 & FY 2024 BYRNE SCIP FEDERAL CONDITIONS

FY 2022-2023 Byrne SCIP Federal Conditions

1. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

2. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

3. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must

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provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

4. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (<https://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm>), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

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Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

6. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient)

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officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

7. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

8. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

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9. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

10. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

11. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

12. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

13. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters

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updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

14. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

15. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award

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appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

19. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

20. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

21. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal

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department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled

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"Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

- 23.** Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

- 24.** Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

- 25.** Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding

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agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

27. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

28. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition:

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System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

29. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including

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documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

32. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

33. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

34. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

35. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

36. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its

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discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

37. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

39. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

40. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

41. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

42. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the

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U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

43. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

44. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

45. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46. The recipient understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for direct costs associated with administering the award.

47. The recipient may not obligate, expend, or draw down funds for subawards until BJA provides explicit written approval of the proposed subaward. Prior approval for all subawards must be obtained post-award, through the submission and approval of a Grant Award Modification (GAM) through OJP's JustGrants system.

48. Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe

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Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

49. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

50. The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

51. In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

52. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

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- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

53. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

54. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug

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courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

55. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals' (NADCP) publication: Defining Drug Courts: The Key Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.
56. The recipient understands and agrees to operate any behavioral health crisis care program funded under this award in accordance with the Substance Abuse and Mental Health Services Administration National Guidelines for Behavioral Health Crisis Care: <https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis-care-02242020.pdf>.
57. Extreme risk protection programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.
58. The recipient understands and agrees that it must form a diverse Crisis Intervention Advisory Board to inform and guide the state's related gun violence reduction programs/initiatives. The

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Board must include representatives from law enforcement, the community, courts, prosecution, behavioral health providers, victim services, and legal counsel. The program and budget plans must be developed in coordination with and with demonstrated approval from the Crisis Intervention Advisory Board prior to submission for BJA review, and advisory board approval will also be required for any subsequent changes to the project's scope or budget.

- 59.** The recipient is authorized to incur obligations, expend, and draw down funds in an amount not to exceed \$20,000, for the sole purpose of developing the program and budget plans in coordination with the Crisis Intervention Advisory Board. The recipient is not authorized to incur any additional obligations or make any additional expenditures or drawdowns until (1) the recipient submits program and budget plans that were developed in coordination with and demonstrate evidence of approval by the Crisis Intervention Advisory Board, (2) BJA approves the submission via Grant Award Modification (GAM), and (3) BJA has issued an Award Condition Modification (ACM) releasing this award condition.
- 60.** The recipient understands and agrees that it must (1) subaward at least 40% of the award amount to units of local government in order to meet the Local Pass-through, and (2) subaward additional amounts identified by BJA to state courts that provide criminal justice and civil justice services for the "less-than-\$10,000 jurisdictions" within the state and/or subaward the funds to such jurisdictions. Additional details on both of these pass-through requirements is available in the BJA FY 2022 - 2023 Byrne State Crisis Intervention Program Formula Solicitation.
- 61.** Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

- 62.** Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at

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<https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

- 63.** Withholding - Certification with respect to Federal taxes - award exceeding \$5 million (updated Aug. 2017)

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

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FY 2024 Byrne SCIP Federal Conditions

1. Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

2. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

3. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (<https://ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm>), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to

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conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

4. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

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6. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

7. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see

<https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

8. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its

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election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

10. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

11. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

13. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of

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the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

15. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to

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compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

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Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

16. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

18. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or

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contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

20. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-

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award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

21. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

22. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

23. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

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Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

26. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

27. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition:

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System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

28. Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

29. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site

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at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

31. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

32. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

33. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is

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responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

36. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

37. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

38. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

39. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

40. Confidentiality of data

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The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

41. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
42. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
43. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

44. Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
45. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

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46. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

47. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

48. The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

49. In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

50. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award

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condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

51. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.
52. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals (NADCP) publication: Defining Drug Courts: The Key Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.
53. The recipient understands and agrees to operate any behavioral health crisis care program funded under this award in accordance with the Substance Abuse and Mental Health Services Administration National Guidelines for Behavioral Health Crisis Care: <https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis-care-02242020.pdf>.
54. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically

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sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

55. submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

56. The recipient understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for direct costs associated with administering the award.

EXHIBIT E: FY 2022-2023 & FY 2024 BYRNE SCIP FEDERAL CONDITIONS

57. The recipient may not obligate, expend, or draw down funds for subawards until BJA provides explicit written approval of the proposed subaward. Prior approval for all subawards must be obtained post-award, through the submission and approval of a Grant Award Modification (GAM) through OJP's JustGrants system.
58. Extreme risk protection programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.
59. ERPO Certification

Byrne SCIP recipients who plan to use funding to support ERPO programs must submit a principal legal officer signed Certification Relating to Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv) (Extreme-Risk Protection-Order Programs), certifying that the extreme risk protection-order program to be funded satisfies each of the listed requirements prior to the use of grant funds for ERPO programs.
60. The recipient understands and agrees that it must form a diverse Crisis Intervention Advisory Board to inform and guide the state's related gun violence reduction programs/initiatives. The Board must include representatives from law enforcement, the community, courts, prosecution, behavioral health providers, victim services, and legal counsel. The program and budget plans must be developed in coordination with and with demonstrated approval from the Crisis Intervention Advisory Board prior to submission for BJA review, and advisory board approval will also be required for any subsequent changes to the project's scope or budget.
61. The recipient understands and agrees that it must (1) subaward at least 40% of the award amount to units of local government in order to meet the Local Pass-through, and (2) subaward additional amounts identified by BJA to state courts that provide criminal justice and civil justice services for the "less-than-\$10,000 jurisdictions" within the state and/or subaward the funds to

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such jurisdictions. Additional details on both of these pass-through requirements is available in the applicable fiscal year's Byrne State Crisis Intervention Program Formula Solicitation.

62. The recipient is authorized to incur obligations, expend, and draw down funds in an amount not to exceed \$20,000, for the sole purpose of developing the program and budget plans in coordination with the Crisis Intervention Advisory Board. The recipient is not authorized to incur any additional obligations or make any additional expenditures or drawdowns until (1) the recipient submits program and budget plans that were developed in coordination with and demonstrate evidence of approval by the Crisis Intervention Advisory Board, (2) BJA approves the submission via Grant Award Modification (GAM), and (3) BJA has issued an Award Condition Modification (ACM) releasing this award condition.

63. Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

64. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

65. Withholding - Certification with respect to Federal taxes - award exceeding \$5 million (updated Aug. 2017)

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has

EXHIBIT E: FY 2022-2023 & FY 2024 BYRNE SCIP FEDERAL CONDITIONS

filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

Title	City of Pinole	04/07/2025
	by Troy Oviatt in Byrne State Crisis Intervention Program (Cohort 2)	id. 50205965
	toviatt@pinole.gov	

Original Submission

04/07/2025

Score	n/a
	The Byrne State Crisis Intervention Program (Byrne SCIP) Grant Application is divided into four sections as identified below: Background Information Contact Information Proposal Narrative and Budget Mandatory Attachments Each section has a series of questions that require a response. Applicants will be prompted to provide written text, select options from a drop down menu, select options from a multiple choice menu, or upload attachments. Questions labeled "required" in red require responses. Applicants will not be able to submit the Byrne SCIP Grant Application until all questions marked "required" have been completed. Applicants may reference the Byrne SCIP Instruction Packet for background information, key dates, rating factors, and other important information to aid in the completion of the Grant Program Application. The Byrne SCIP Instruction Packet is available on the BSCC website at the Byrne SCIP website . NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.
SECTION 1 - BACKGROUND INFORMATION	This section requests information about the project name and location, federal identification, funding requested, and an overview of the project.
Applicant Name	City of Pinole
Applicant's Physical Address	2131 Pear Street Pinole CA 94564 US 38.0043281 -122.2911986
Applicant's Mailing Address (If different than physical address)	
Mailing Address for Payment	2131 Pear Street Pinole CA 94564 US 38.0043281 -122.2911986
Federal Employer ID	94-6000394
Unique Entity Identifier (UEI)	VJ7QJ6KJ8J35
Funding Category	Small Scope (Up to \$500,000)
Lead Public Agency	City of Pinole
Project Title	Pinole Crisis Intervention Awareness and Safety Initiative
Program Purpose Areas (PPA)	Applicants are required to apply for the Program Purpose Areas (PPA) and Related Program Activities identified in the Byrne SCIP Instruction Packet (Page 8-10). Three PPAs are identified: PPA 1: Communication, Education, Outreach, and Public Awareness PPA 2: Referrals to Community-based Services for People in Crisis PPA 3: Funding for Law Enforcement Crisis Intervention Programs or Initiatives Applicants are required to address a minimum of one Program Purpose Area and one corresponding Related Program Activity. Applicants are not required to address each PPA or Program Activity.
Communication, Education, Outreach, and Public Awareness (PPA 1)	Outreach to raise public awareness about Extreme Risk Protection Orders Development and distribution of informational materials about Extreme Risk Protection Orders

Referrals to Community-based Services for People in Crisis (PPA 2)

Funding for Law Enforcement Crisis Intervention Programs or Initiatives (PPA 3)	Supplies, equipment, technology, and training to safely secure, store, track, and return relinquished guns
Proposal Summary	The City of Pinole seeks Byrne SCIP funding to implement a dual-focused project that enhances community awareness of Extreme Risk Protection Orders (ERPOs) and modernizes firearm storage infrastructure at the Pinole Police Department. The project includes public outreach at events like National Night Out 2025 and upgrades to outdated evidence storage using secure lockers and tracking tools. Together, these efforts aim to reduce gun violence, support crisis intervention, and promote safe firearm practices in the community.
SECTION 2 - CONTACT INFORMATION	This section requests contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Officer for Signature.
Project Director	Melissa Klawuhn
Project Director's Title with Agency/Department/Organization	Chief of Police
Project Director's Physical Address	880 Tennent Avenue Pinole CA 94564 US 38.0044489 -122.2902558
Project Director's Email Address	mklawuhn@pinole.gov
Project Director's Phone Number	+15107248957
Financial Officer	Markisha Guillory
Financial Officer's Title with Agency/Department/Organization	Finance Director
Financial Officer's Physical Address	2131 Pear Street Pinole CA 94564 US 38.0043281 -122.2911986
Financial Officer's Email Address	mguillory@pinole.gov
Financial Officer's Phone Number	+15107249823
Day-To-Day Program Contact	Troy Oviatt
Day-To-Day Program Contact's Title with Agency/Department/Organization	Acting Commander
Day-To-Day Program Contact's Physical Address	880 Tennent Avenue Pinole CA 94564 US 38.0044489 -122.2902558
Day-To-Day Program Contact's Email Address	toviatt@pinole.gov

Day-To-Day Program Contact's Phone Number	+15107248950
Day-To-Day Fiscal Contact	Troy Oviatt
Day-To-Day Fiscal Contact's Title with Agency/Department/Organization	Acting Commander
Day-To-Day Fiscal Contact's Physical Address	880 Tennent Avenue Pinole CA 94564 US 38.0044489 -122.2902558
Day-To-Day Fiscal Contact's Email Address	toviatt@pinole.gov
Day-To-Day Fiscal Contact's Phone Number	+15107248950
Name of Authorized Officer*	Melissa Klawuhn
Authorized Officer's Title with Agency/Department/Organization	Chief of Police
Authorized Officer's Physical Address	880 Tennent Avenue Pinole CA 94564 US 38.0044489 -122.2902558
Authorized Officer's Email Address	mklawuhn@pinole.gov
Authorized Officer's Phone Number	+15107248957
Authorized Officer Assurances	checked
SECTION 3 - PROPOSAL NARRATIVE AND BUDGET	This section requests responses to the Rating Factors identified in the the Byrne SCIP Instruction Packet.
Proposal Narrative Instructions	The Proposal Narrative must address the Project Need, Project Description, Project Organizational Capacity and Coordination, and Project Evaluation and Monitoring Rating Factors as described in the Byrne SCIP Grant Instruction Packet (refer to pages 20-25). A separate narrative response is required for each Rating Factor as described below: The Project Need narrative may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Description narrative may not exceed 8,948 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately four (4) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Organizational Capacity and Coordination narrative may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Data Collection and Evaluation narrative may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit for each response is met. If the character limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit." Applicants will be prohibited from submitting the Byrne SCIP Grant Application until they comply with the character limit requirements. NOTE: It is up to the applicant to determine how to use the total word limit in addressing each section. However as a guide, the percent of total point value for each section is provided in the Byrne SCIP Instruction Packet (refer to page 22).

The City of Pinole is experiencing two critical and interrelated public safety challenges: (1) a lack of public awareness regarding California's Extreme Risk Protection Order (ERPO) laws and how to utilize them to prevent firearm-related harm, and (2) inadequate infrastructure within the Pinole Police Department (PPD) for securely storing and managing firearms held by PPD. These needs directly align with the intent of the Byrne State Crisis Intervention Program (SCIP) to reduce gun violence and improve crisis intervention strategies at the local level.

Despite the existence of ERPO laws in California, which provide family members, law enforcement officers, and other qualified individuals with legal tools to temporarily prevent individuals at risk of self-harm or violence from accessing firearms, public understanding of how and when to use these laws remains limited in Pinole. This lack of awareness poses a direct barrier to crisis prevention and early intervention. Community members who may recognize signs of danger are often unaware of the legal mechanisms available to them, or unsure of how to seek assistance from local law enforcement. Anecdotal evidence from PPD officers who engage with the public during community events indicates that many residents are unfamiliar with what an ERPO is, what protections it offers, or how to initiate the process. Additionally, the department has observed that individuals in crisis—and their families—often lack clear information on how to navigate these systems or access support. Without proactive outreach and education, the full preventative potential of ERPO laws remains untapped.

Compounding this issue is the physical inadequacy of PPD's current firearms evidence storage infrastructure. The department's evidence room is outdated and does not meet modern standards for secure firearm storage. Confiscated and relinquished firearms are currently stored using an improvised system of wooden 2x4 shelving that lacks the durability, physical security, and organizational functionality of modern firearm locker technology. This system not only places limitations on the department's ability to manage high-risk weapons effectively but also introduces public safety risks and legal liability in the event of misplacement, unauthorized access, or improper storage.

An internal review conducted by the department identified that firearms evidence is co-mingled with general property and stored without specialized units for secure, traceable firearm retention. The lack of an organized, compartmentalized storage system significantly increases the risk of evidence handling errors, delays in firearm return or disposition, and challenges in ensuring compliance with state and federal laws related to firearm custody and relinquishment. Furthermore, the current setup limits the department's capacity to expand or adapt firearm evidence protocols in alignment with best practices or future policy changes. This need is particularly urgent in light of the City of Pinole's recently adopted Safe Storage of Firearms Ordinance (October 2024), which reinforces the city's commitment to responsible gun ownership and safe firearm handling. However, without corresponding investments in law enforcement infrastructure and public education, the ordinance cannot be implemented to its full potential. The ordinance provides a policy framework for firearm safety, but the lack of community outreach limits its visibility and impact, and the outdated evidence room undermines the City's ability to model best practices in firearm security and stewardship.

The department's staffing structure also highlights the strain placed on personnel who manage firearms evidence. Current systems require manual tracking processes and lack integration with modern digital tracking technologies, increasing staff workload and the potential for human error. As the number of ERPO-related firearm cases grows, the volume and complexity of firearm evidence will only increase—placing further demands on a system that is already insufficient.

Financial constraints prevent the City from addressing these issues using existing local resources. Due to competing priorities such as officer safety equipment and vehicle maintenance, the City's General Fund and asset forfeiture funds have already been allocated to other needs. No dedicated funding exists to support outreach related to ERPOs or to modernize the department's evidence room.

Project Description

The City of Pinole proposes a comprehensive, dual-focused initiative that addresses both community-level prevention and law enforcement infrastructure enhancement. The proposed project supports Program Purpose Area 1 (Communication, Education, Outreach, and Public Awareness) and Program Purpose Area 3 (Law Enforcement Crisis Intervention Programs or Initiatives). This integrated strategy will elevate public understanding of California's Extreme Risk Protection Order (ERPO) laws and responsible firearm ownership, while simultaneously upgrading the Pinole Police Department's (PPD) firearm evidence storage and tracking capabilities to meet modern public safety standards.

Under PPA 1, PPD will implement a robust public outreach campaign to inform and engage the community about ERPOs and firearm safety resources. The department will target key public gatherings throughout the year to maximize community engagement. In addition to National Night Out 2025, which will be hosted in October, outreach will be conducted at the Pinole 4th of July Celebration, Pinole Pride & Juneteenth Event, the Pinole Valley High School Homecoming Parade, and the annual Pinole Christmas Tree Lighting. These high-attendance community events offer meaningful opportunities for officers to engage directly with residents and promote awareness of legal tools available to prevent firearm-related harm. Outreach will include the distribution of informational brochures, firearm safety materials such as gun locks (already available in inventory), and guided conversations on how and when individuals can seek support for people in crisis through local law enforcement.

To support effective outreach, the City will allocate grant funds for personnel time to staff these community engagement activities and to acquire critical materials to ensure the events are accessible, visible, and professionally executed. These items will include a branded canopy (\$999), two custom tablecloths (\$169 each), an A-frame sidewalk sign (\$89), eight folding chairs (\$25 each), four portable tables (\$50 each), a roll-up banner (\$58), two portable power generators (\$3,500 each), and two portable light stations (\$5,600). These resources will allow PPD to create welcoming, highly visible public education booths at outdoor and evening events—ensuring maximum community reach and safety. The new outreach infrastructure will support consistent engagement throughout the grant period and enhance future outreach efforts well beyond the life of the grant.

The second component of the project aligns with PPA 3 and focuses on the modernization of PPD's evidence storage facility, specifically addressing the need for secure, trackable storage of firearms that have been confiscated, surrendered, or relinquished under ERPOs and other court orders. Currently, PPD relies on outdated wooden 2x4 shelving that lacks the durability, physical security, and organization required for modern firearm evidence management. The department will use grant funds to purchase and install a secure firearms locker system to replace the existing shelving infrastructure. The new system will incorporate locking compartments and physical security features consistent with industry best practices.

In addition to physical storage upgrades, PPD will explore the acquisition and implementation of firearm tracking software to improve recordkeeping, ensure legal compliance, and streamline internal workflows. The upgraded system will allow for faster identification, retrieval, and disposition of firearms, particularly in ERPO-related cases, and will reduce the risk of evidence misplacement or retention errors. Once operational, this improved infrastructure will enhance the department's ability to support firearm relinquishment processes and ensure compliance with court-ordered restrictions on firearm possession.

Together, these efforts directly respond to the needs outlined in the City's Safe Storage of Firearms Ordinance, adopted in October 2024. That ordinance reflects a citywide commitment to reducing unauthorized access to firearms and promoting responsible gun ownership. The proposed SCIP project operationalizes that commitment through tangible investments in outreach, education, and infrastructure.

The project will serve all residents of Pinole, with an emphasis on community members at risk of being impacted by gun violence, domestic violence, or behavioral health crises. PPD anticipates direct engagement with at least 1,000 community members during outreach events throughout the 26-month grant period. These individuals will benefit from increased awareness of ERPOs and safe storage practices. Internally, PPD expects to process and securely store dozens of firearms using the upgraded system, improving outcomes in ERPO cases and supporting broader law enforcement crisis intervention efforts. This project is designed to be trauma-informed, culturally responsive, and community-centered. Outreach materials will be made available in multiple languages commonly spoken in the community, and officers participating in public engagement will receive guidance on effective communication strategies, especially when engaging with families navigating mental health or domestic violence situations. The department will ensure all activities support the dual goals of promoting public safety and reducing stigma around seeking help.

In conclusion, the proposed project builds upon Pinole's existing policy infrastructure and public safety priorities. It takes a proactive, prevention-oriented approach to crisis intervention by combining community engagement with internal systems improvement. Through the SCIP grant, the City of Pinole will enhance its capacity to prevent firearm-related harm, support individuals in crisis, and foster stronger, trust-based relationships between law enforcement and the community it serves.

The project is scalable and the city would accept an award to implement activities based solely on PPA 1 or PPA 3 if required, or would be willing to reduce the scope of both PPA activities if funding levels required.

Project Organizational
Capacity and Coordination

The Pinole Police Department (PPD) has the organizational capacity, leadership, and internal coordination necessary to implement the proposed Byrne SCIP Cohort 2 project effectively and with full accountability. The department has a proven track record of successfully managing state-funded grant projects, consistently delivering on-time, on-budget, and within the approved scopes of work. Most recently, PPD successfully implemented the Officer Wellness Grant through the State of California, utilizing the funds to improve officer mental health resources and organizational resiliency. This project required coordinated planning, precise financial oversight, and timely reporting—all of which were executed without deviation from the approved project timeline or budget. This performance demonstrates PPD's readiness and reliability in managing public grant funds with diligence and professionalism.

The Byrne SCIP project will be led internally by Commander Troy Oviatt, who will serve as the Project Director and oversee day-to-day implementation. Commander Oviatt has extensive experience in operations management and community engagement and will ensure that all project activities, including community outreach and equipment procurement, are executed in accordance with the approved work plan. Oversight and strategic direction will be provided by Chief Melissa Klawuhn, who will guide the project's alignment with departmental goals and ensure compliance with state and federal requirements. Additionally, a designated staff member from the department's Evidence Unit will coordinate efforts related to the firearms storage infrastructure upgrades and oversee data management processes associated with firearm tracking.

A core strength of PPD's organizational capacity lies in its close working relationship with the City of Pinole's Finance Department. The Finance Department includes experienced management analysts who will provide administrative and fiscal support throughout the grant period. These analysts routinely assist city departments with budget tracking, invoice preparation, reimbursement submissions, and financial reporting for grant-funded projects. Their involvement will ensure that all fiscal documentation related to the Byrne SCIP project meets the requirements of the Board of State and Community Corrections (BSCC) and complies with federal guidelines. This interdepartmental collaboration has been a key factor in the city's successful administration of previous grants, including those requiring complex reporting and audit documentation.

To support effective coordination across all aspects of the project, the department will establish a regular internal meeting schedule involving the Project Director, Finance Department liaison, and relevant staff leads. These meetings will serve to track progress, address emerging issues, and prepare for upcoming reporting milestones. Any procurement efforts—such as the purchase of outreach materials, firearm lockers, or tracking software—will be conducted through the City's standardized purchasing process, which includes multiple levels of approval and documentation to ensure transparency and proper use of public funds. While the City of Pinole does not currently anticipate subcontracting with non-governmental organizations (NGOs) for this project, the PPD is aware of the BSCC's criteria for NGO participation and has reviewed Attachment C to ensure future compliance, should an NGO partner be brought on at a later stage. The department has experience collaborating with community-based organizations and service providers and will follow proper protocol to verify eligibility, obtain assurances, and report any subcontractor activity in accordance with BSCC requirements.

In terms of readiness, the City of Pinole is prepared to initiate the project immediately upon award. Preliminary planning for outreach events, including National Night Out 2025, is already underway, and the department has begun to assess evidence room specifications in anticipation of the storage system upgrade. Procurement timelines and staffing plans are aligned with the 26-month grant period and will be further detailed in the submitted Project Work Plan. This level of preparation ensures that the City can begin delivering services promptly and that project milestones can be met without delay.

Project Data Collection and Evaluation	PPD is committed to meaningful data collection, performance monitoring, and project evaluation to ensure the proposed Byrne SCIP initiative achieves its stated goals and objectives. The Pinole Police Department (PPD) will implement an evaluation approach that is responsive to BSCC guidelines, including the development and submission of a Local Evaluation Plan (LEP) and a Final Local Evaluation Report (LER). These documents will allow the City to document progress, measure outcomes, and assess the overall effectiveness of both the community outreach and evidence room modernization components of the project. The LEP will be developed in accordance with the guidance provided in Appendix E of the RFP and will be submitted to BSCC no later than December 31, 2025. It will provide a detailed framework for evaluating both process and outcome measures, with an emphasis on assessing the extent to which the project's goals and objectives have been met. The plan will define key performance indicators, data sources, and timelines for collection and analysis. The evaluation effort will be guided by the overarching goal of reducing firearm-related harm and improving law enforcement crisis intervention strategies within the City of Pinole. PPD plans to allocate approximately five percent of the total grant budget to evaluation efforts, as recommended by the BSCC. This allocation will support internal staffing and may include the retention of an external evaluation consultant or academic partner to assist with plan development, data analysis, and the preparation of the final report. The City is exploring a partnership with a local institution of higher education to provide independent evaluation support, ensuring an objective and credible assessment of outcomes. Quantifiable process measures will include the number of community outreach events conducted (e.g., National Night Out 2025 and other similar events), the number of residents engaged, and the volume of public education materials distributed. Outcome measures will focus on increased public awareness of Extreme Risk Protection Order (ERPO) laws, as measured by pre- and post-event surveys or informal feedback mechanisms, as well as internal data on ERPO utilization rates in Pinole over the course of the grant period. On the infrastructure improvement side, the evaluation will monitor the number of firearms transferred to the new evidence storage system, the percentage of firearms successfully migrated from legacy tracking methods to any newly adopted software solutions, and improvements in staff efficiency or error reduction in managing firearm evidence. Baseline data will be collected prior to the implementation of the new system to support meaningful comparison and outcome measurement. Monitoring activities will be integrated throughout the various phases of the project. During the start-up phase, the PPD Project Director, Commander Troy Oviatt, will coordinate with the City's Finance Department and any external evaluators to finalize data collection tools and ensure baseline assessments are completed. During the implementation phase, weekly progress reports will be generated by the Evidence Unit and community engagement staff to track deliverables and timelines. These updates will be reviewed by the Project Director and Finance staff to ensure compliance and facilitate mid-course corrections if necessary. PPD staff will also enter quarterly performance data into the federal Performance Management Tool (PMT), as required by the Bureau of Justice Assistance. The department is familiar with state and federal reporting systems and will ensure that data entered into the PMT is accurate, timely, and aligned with BSCC guidance. Where applicable, staff will work with the City's Finance Department to ensure that financial data and performance metrics are integrated for consistent and transparent reporting. At the close of the grant period, the City will submit a comprehensive Final Local Evaluation Report by September 30, 2027. This report will summarize implementation efforts, highlight challenges and successes, and present an analysis of the project's impact using both qualitative and quantitative data. In alignment with BSCC expectations, the report will be prepared for public dissemination and may be shared with the Pinole City Council, community stakeholders, and the public through appropriate channels such as the City's website and community forums.
Budget Instructions	Applicants are required to submit a Proposal Budget and Budget Narrative (Attachment A). Upon submission, the Budget Attachment will become Section 5: Proposal Budget (Budget Tables and Narrative) making up part of the official proposal. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Tables and Narrative. The grant budget must cover the entire grant period. Funding information is available on pages 11-12 a of the Byrne SCIP Instruction Packet. For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide. The Budget Attachment is provided as a stand-alone document on the BSCC website at the Byrne SCIP website. (Please do not use the sample template in the Byrne SCIP RFP Instruction Packet, which is provided on pages 52-58 for reference only.)
Byrne SCIP Budget and Budget Narrative (Attachment A)	
ATTACHMENT-A-Byrne-SCIP-Cohort-2-Budget-Attachment_PPD.xlsx	
OPTIONAL: Bibliography	
SECTION 4 - MANDATORY ATTACHMENTS	This section lists the attachments that are required at the time of submission. Project Work Plan (Attachment B) Criteria and Assurance for NGOs that Receive BSCC Grant Funds as a Subcontractor (Attachment C) Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Attachment D) Governing Board Resolution or Other Proof of Signing Authority – (not required at time of submission; however, must be submitted if awarded grant funds.) (Attachment E)
Project Work Plan (Attachment B)	

Criteria and Assurance for NGOs that Receive BSCC Grant Funds as a Subcontractor (Attachment C)

ATTACHMENT-C_Byrne-SCIP-Cohort-2-Criteria-for-NGO-Subcontractors_-_signed.pdf

Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Attachment D)

Attachment_D_Certification_of_Compliance_with_BSCC_Policies_Regarding_Debarment_Fraud_Theft_and_Embezzlement.pdf

OPTIONAL: Governing
Board Resolution or Other
Proof of Signing Authority
(Attachment E)

CONFIDENTIALITY NOTICE: All documents submitted as a part of the Byrne State Crisis Intervention Grant proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)

Attachment D: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft and Embezzlement

Required Attachment: Applicants will be prompted to upload this document from the [Byrne SCIP webpage](#) to the Submittable Application portal.

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board **will not** enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

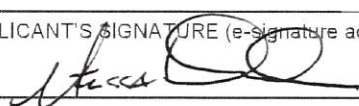
Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and **signing below**, applicant affirms that:

- ☒ I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.
- ☒ I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.
- ☒ I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE			
This document must be signed by the person who is authorized to sign the Grant Agreement.			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Melissa Klawuhn	Police Chief	510-724-8957	mklawuhn@pinole.gov
STREET ADDRESS	CITY	STATE	ZIP CODE
880 Tennent Avenue	Pinole	CA	94564
APPLICANT'S SIGNATURE (e-signature acceptable)			DATE
X 			4/1/25

APPENDIX A: BYRNE SCIP ADVISORY BOARD ROSTER

	Name	Title	Organization/Agency
1	Linda Penner (Chair)	Chair	Board of State and Community Corrections
2	Juan Avila	Chief Operating Officer (Victim Services)	Garden Pathways
3	Norma Cumpian	Director, Women's Department (Community)	Anti-Recidivism Coalition
4	Brenda Grealish	Executive Officer, Council on Criminal Justice and Behavioral Health (Behavioral Health)	California Department of Corrections and Rehabilitation
5	Kirk Haynes	Chief Probation Officer (Law Enforcement)	Fresno County
6	Jason Johnson	Director, Division of Adult Parole Operations (Law Enforcement)	California Department of Corrections and Rehabilitation
7	Jeffrey Macomber	Secretary (Law Enforcement)	California Department of Corrections and Rehabilitation
8	Nancy O'Malley	District Attorney (Retired) (Prosecution)	Alameda County
9	Alan Slater	Chief Executive (Retired) (Courts)	Orange County Superior Court
10	Eric Taylor	Sheriff-Coroner (Law Enforcement)	San Benito County
11	Eloisa Tuitama	Staff Counsel (Legal Counsel)	Board of State and Community Corrections
12	Angeles D. Zaragoza	Attorney, Deputy Executive Director, Youth Programs (Community)	Los Angeles Room and Board

APPENDIX B: Criteria for Non-Governmental Organizations Receiving BSCC Subawards

Required Attachment: Applicants will be prompted to upload this document from the BSCC [Byrne SCIP website](#) to the BSCC Submittable Application Portal.

The Byrne SCIP RFP includes requirements that apply to non-governmental organizations **that receive BSCC grant funds as subcontractors**. Grantees are responsible for ensuring that all subcontracted third parties continually meet these requirements as a condition of receiving any Byrne SCIP funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives Byrne SCIP funds must:

- Have been duly organized, in existence, and in good standing at least six (6) months prior to the start date of the applicant's Grant Agreement with BSCC.

Note: Non-governmental organizations that have recently reorganized or have merged with other qualified non-governmental organizations that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the applicant's Grant Agreement with BSCC.

- Be registered with the California Secretary of State's Office, if applicable.
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship).
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.

In the table below, provide the name of the Grantee and list all subcontracted third parties.

Name of Grantee:

Name of Subcontracted Third Party	Address	Email / Phone	Meets All Requirements
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐

APPENDIX B: Criteria for Non-Governmental Organizations Receiving BSCC Subawards

See next page for signature block

Grantees are required to update this list and submit it to BSCC any time a new third-party subcontract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Byrne SCIP RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE			
<i>(This document must be signed by the person who is authorized to sign the Grant Agreement.)</i>			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (verified e-signature is acceptable) X			DATE



CITY COUNCIL REPORT

9.H.

DATE: OCTOBER 21, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: David Hanham, Planning Manager, 510-724-9842, dhanham@pinole.gov
SUBJECT: PUBLIC CONVENIENCE NECESSITY FOR YO SUSHI LOCATED AT 2432 SAN PABLO AVENUE

RECOMMENDATION

City staff recommends that the City Council adopt a Resolution approving a determination of Public Convenience or Necessity (PCN) for Yo Sushi Restaurant's proposed alcohol sales (on-site sales of beer and wine) to be located at 2432 San Pablo Avenue.

BACKGROUND

Hyelim Seo, on behalf of Yo Sushi, has requested City approval of a "Finding of Public Convenience or Necessity" (PCN). This approval is required for Yo Sushi to apply for a Conditional Use Permit (CUP 25-0006) to allow the sale of beer and wine for on-site consumption at its sit-down restaurant located at 2432 San Pablo Avenue. Yo Sushi seeks to enhance the dining experience by offering beer and wine pairings with its Japanese cuisine. Yo Sushi representatives have stated that offering beer and wine will enable them to offer greater convenience for customers seeking alcoholic beverages while dining out.

The State Department of Alcoholic Beverage Control (ABC) regulates alcoholic beverage licenses under Section 23958 of the Business and Professions Code. A Type 41 license authorizes restaurants to sell beer and wine for on-site consumption with meals. Applicants must first obtain a PCN from the City Council and then a Conditional Use Permit from the Planning Commission.

When a new on-site license is proposed, ABC determines whether a census tract has an "undue concentration" of licenses based on the ratio of on-sale licenses to population. For Census Tract 3591.03, ABC identifies more than five Type 41 licenses as an indicator of undue concentration. According to ABC records, there are currently twelve active on-site alcohol licenses in the tract. If approved, Yo Sushi would become the sixth establishments in this area offering beer and wine service, consistent with the restaurant character and customer expectations along the San Pablo Avenue corridor.

Table 1 lists all establishments with active on-site alcohol licenses within Census Tract 3591.03 (as of May 2025).

Table 1: On-Site Retail Alcohol Sales Establishments in Census Tract

3591.03*

Business Establishment Location		License Type
AMF Pinole Valley Lanes	1580 Pinole Valley Road	On-site, full alcohol
Pinole Creek Cafe	2454 San Pablo Avenue	On-site, full alcohol
Pear Street Bistro	2395 San Pablo Avenue	On-site, full alcohol
Tina's Place	2300 San Pablo Avenue	On-site, full alcohol
Antlers Tavern	2284 San Pablo Avenue	On-site, full alcohol
King Valley	795 Fernandez Avenue	On-Site beer and wine
Seoul Fried Chicken	2400 San Pablo Avenue	On-Site beer and wine
China House Restaurant	1971 San Pablo Avenue	On-Site beer and wine
Bear Claw Restaurant/Café	2340 San Pablo Avenue	On-Site beer and wine
East Bay Coffee Company	2539 San Pablo Avenue	On-Site beer and wine
Diosa Restaurant	2361 San Pablo Avenue	On-Site, full alcohol

*Source: State Department of Alcoholic Beverage Control, September 1, 2025

Once an “undue concentration” is identified by ABC, the local governing body may choose to allow additional alcohol sales establishments in an area where there is an overconcentration by determining a public convenience or necessity” (PCN).

Section 17.59.030 (B) of the Municipal Code designates the City Council as the approving authority for a PCN request and requires a PCN determination as a prerequisite for Planning Commission consideration of a CUP for on-site beer and wine sale and consumption. Should the City Council decide not to approve a determination of PCN, Yo Sushi will not be eligible to request a CUP for alcohol sales and will not be allowed to obtain a Type 41 license through ABC for its proposed on-site consumption sales in Census Tract 3591.03. Any proposed conditions regarding the sale of alcohol at Yo Sushi are addressed through the CUP and not the PCN.

REVIEW AND ANALYSIS

Section 17.59.030 (B) of the Pinole Municipal Code includes five required findings that must be satisfied to make a PCN determination. Staff has prepared findings based on a proposed operations statement as well as proposed floor plans.

Finding 1: The proposed establishment with alcohol sales will promote the City's economic health, consistent with the General Plan and any applicable Specific Plan policies to further zoning district purposes. Yo Sushi is a sit-down restaurant located within the San Pablo Avenue corridor and zoned “Commercial Mixed Use (CMU).” The restaurant offers Japanese cuisine in a casual dining setting and seeks to enhance the dining experience by providing beer and wine service. Allowing limited on-site alcohol sales is consistent with the intent of the City's CMU zoning to encourage vibrant, full-service commercial activity along this key corridor.

This use supports General Plan Policy LU 7.2, which encourages commercial development that provides services for residents and broadens the City's tax base. Adding beer and wine sales would generate additional sales-tax revenue and strengthen the economic vitality of the downtown corridor by attracting patrons who prefer full-service dining options close to home.

2. The economic benefits associated with the establishment could not reasonably be achieved without the proposed alcohol sales. Beer and wine service are customary components of a full-service dining experience and expected by customers at comparable restaurants. Without the ability to offer these beverages, Yo Sushi would be at a competitive disadvantage relative to nearby restaurants that provide similar amenities. The availability of beer and wine is expected to increase average meal sales and customer retention, thereby supporting ongoing viability of this small business.

3. The applicant has not operated a licensed establishment which has been the subject of verified complaints or violations regarding alcohol, public safety or nuisance statutes or regulations. The State Department of Alcoholic Beverage Control (ABC) has not identified any violations associated with the applicant's operations, and there is no record of local complaints or nuisance issues at this location. The applicant has demonstrated a commitment to responsible management and regulatory compliance.

4. The Police Department has reported that the proposed establishment would not be expected to add to crime in the area. The Pinole Police Department has reviewed the request and found no evidence that the proposed on-site sale of beer and wine would contribute to increased crime or public-safety issues. The Police Department will have the opportunity to recommend any appropriate operating conditions through the Planning Commission's review of the associated CUP.

5.. Alcoholic beverages sold by the applicant are incidental to the other products available for sale at the establishment. The primary use of the site is a restaurant serving complete meals. Beer and wine service will be ancillary and limited to complementing menu offerings. Yo Sushi will continue to provide a range of non-alcoholic beverages such as tea and soft drinks. Alcohol sales will comprise only a small portion of total sales and floor area, consistent with ABC's Type 41 license requirements. The addition of beer and wine will simply allow customers to enjoy a complete dining experience and will support the restaurant's long-term success as part of the City's commercial landscape.

FISCAL IMPACT

There are no adverse fiscal impacts to the City associated with this request.

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2025-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING A DETERMINATION OF PUBLIC CONVENIENCE OR NECESSITY FOR TYPE 41 ALCOHOL SALES INCLUDING BEER AND WINE AT YO SUSHI RESTAURANT LOCATED AT 2432 SAN PABLO AVE, PINOLE, CA 94564, APN: 401-150-032

WHEREAS, the owner of Yo Sushi intends to apply for a Type 41 on-site consumption alcohol license with the State Department of Alcohol Beverage Control (ABC) and has applied for a Conditional Use Permit with the City of Pinole to allow alcohol sales for their convenience store; and

WHEREAS, pursuant to the provisions of the California Environmental Quality Act (CEQA) the project is Categorically Exempt and meets the eligibility requirements of Section 15301 of the CEQA Guidelines related to existing facilities in that the proposed use involves the operation of an existing convenience store and therefore no further environmental review is required; and

WHEREAS, the ABC notified the City of Pinole that an undue concentration of on-site alcohol sales licenses exists within Census Tract 3591.03 and

WHEREAS, a determination of Public Convenience or Necessity is required to allow additional on-site licenses in an over-concentrated Census Tract; and

WHEREAS, the Police Department has confirmed that the sale of beer and wine is not expected to increase calls for service or crime activity at this location; and

WHEREAS, the City has considered the request for Public Convenience or Necessity, the staff report, and the required associated findings pursuant to Section 17.59.030 (C) of the Pinole Municipal Code to justify a determination of Public Convenience or Necessity.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pinole does hereby resolve that a Public Convenience Necessity is recommended to be approved with the following findings

1. The proposed Yo Sushi restaurant Type 41 alcohol sales will promote the City's economic health, consistent with the General Plan and any applicable Specific Plan policies, to further the Commercial Mixed-Use Zoning District purposes.
2. The economic benefits associated with the Quick Mart Convenience Store Type 20 alcohol sales could not be achieved without the proposed alcohol sales.

3. The applicant has not operated a licensed establishment, which has been the subject of verified complaints or violations regarding alcohol, public safety, or nuisance statutes or regulations.
4. The Police Department has reported that the proposed beer and wine sales at the existing establishment would not be expected to add to crime in the area; and
5. Alcoholic beverages sold by the applicant are incidental to the other products available for sale at the establishment located at 2432 San Pablo Avenue

BE IT FURTHER RESOLVED that the City Council of the City of Pinole affirms a determination of Public Convenience or Necessity to support a Type 41 alcohol sales license request for on-site consumption of beer and wine sales at the Yo Sushi restaurant located at 2432 San Pablo Avenue, and as a prerequisite to obtaining a Conditional Use Permit as required by Chapter 17.59 of the Pinole Municipal Code

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of October 2025 by the following vote:

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

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 21st day of October 2025.

Heather Spears, CMC
City Clerk



CITY COUNCIL REPORT

9.I.

DATE: OCTOBER 21, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Heather Bell, City Clerk, hbell@pinole.gov
SUBJECT: AMENDMENT TO THE CITY OF PINOLE CONFLICT OF INTEREST CODE

RECOMMENDATION

Staff recommends that the City Council review and adopt a resolution approving amendments to the designated positions and disclosure categories in the appendix of the City of Pinole Conflict of Interest (COI) Code.

BACKGROUND

The Political Reform Act requires every local government agency to review its Conflict of Interest Code and designated positions and reporting categories, every two years to determine if it is accurate, or alternatively, if the Code requires amendments. As the Code reviewing body for multi-governmental agencies, the California Fair Political Practices Commission (FPPC) must be given notice of any amendments to the City's Conflict of Interest Code. The Conflict of Interest Code defines which positions must disclose economic interests related to their job.

REVIEW AND ANALYSIS

Staff is advising the Council, as the Code reviewing body, that at this time amendments are necessary to reflect the addition of job classifications.

Any position that has authority to negotiate decisions, provide advice or make recommendations to the Council or City boards should be listed as a designated Code filer along with the determined level of disclosure. The disclosure categories were rewritten and adopted on November 4, 2010, under Resolution 2010-95, and require no further update.

Staff has conducted a comprehensive review, with participation from the City Attorney and Human Resources Departments, and proposes the following amendments which are consistent with the organizational changes that were approved with the adoption of the Pinole FY 2024-2025 Budget.

Addition of two job classifications:

These positions have authority to negotiate on behalf of the agency, and advise on agency decisions, make recommendations and attempt to influence decisions by the Council. They prepare and present reports and analysis that require exercising judgment.

- Communications Director
- IT Manager

FISCAL IMPACT

There is no fiscal impact associated with this recommended action.

ATTACHMENTS

- A. Resolution
- B. Exhibit A- COI

RESOLUTION NO. 2025-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AMENDING THE CITY OF PINOLE'S CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act of 1972 (G.C. Section 81000, et seq.) requires every local government agency to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the City of Pinole has incorporated by reference three State regulations pursuant to Code of Regulations Section 18730, and amendments to the Regulations duly adopted by the Fair Political Practices Commission, and the "Appendix of Designated Positions and Disclosure Categories for Each Position," setting forth by title those officers, employees and consultants holding designated positions in the City, whose positions have been determined that the persons holding these positions make or participate in the making of decisions which may foreseeably have a material effect on financial interests; and

WHEREAS, the Code may be amended by the Fair Political Practices Commission to conform to amendments of the Political Reform Act; and any changes are adopted by reference; and

WHEREAS, the City must review their Appendix (Exhibit A) to the Conflict of Interest Code for the City of Pinole biennially and it was last amended on October 19, 2021, pursuant to the requirements of Government Code Section 87300 *et seq.*; and

WHEREAS, since the last amendment approved in September 2024, there have been organizational changes approved by the City Council with the adoption of the FY 2024-2025 Operating Budget that have added positions deemed required for inclusion in the COI Appendix as Designated Positions; and

NOW, THEREFORE, the City Council of the City of Pinole does hereby resolve, as follows:

Section 1. The Appendix to the Conflict of Interest Code for the City of Pinole (attached) is hereby amended to read in the manner as set forth and attached hereto and by this reference, incorporated herein.

Section 2. Following adoption of the Code, any newly designated officials, employees, and consultants shall comply with the Conflict of Interest Code for the City of Pinole within 30 days.

Section 3. The Form 700 (Statement of Economic Interests) are filed and maintained in the Office of the City Clerk and retained pursuant to Government Code Section 81008 and 81009.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the **21st** day of **October 2025** by the following vote:

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

I hereby certify that the foregoing resolution was introduced, passed and adopted on adopted on this 21st day of October 2025.

Heather Spears, CMC
City Clerk

**APPENDIX to the CONFLICT-OF-INTEREST CODE
DESIGNATED POSITIONS
AND
DISCLOSURE CATEGORIES**

Pursuant to the Conflict of Interest Code of the City of Pinole, the following positions are designated positions as defined in City of Pinole Conflict of Interest Code and have been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests. Each must report their interests according to their assigned disclosure categories¹.

Department	Designated Position	Category
Administration	Assistant City Manager	1, 5, 6
	City Clerk	3, 5, 6
	Assistant to the City Manager	3, 5
	Human Resources Director	3, 5
Communications	Communications Director	1,5,6
	IT Manager	1,5,6
Public Works	Public Works Director	1, 5, 6
	Public Works Manager	1, 5, 6
	Wastewater Treatment Plant Manager	3, 5
	Transportation & Pedestrian Safety (TAPS) Committee	1, 5, 6
	Junior Engineer	1, 5, 6
	Assistant Engineer	1, 5, 6
Community Development	Community Development Director	1, 5, 6
	Planning Manager	1, 5, 6
	Code Enforcement Officer I/II	2, 4, 6
	Building Official	2, 4, 6
	Building Inspector I/II	2, 4, 6
Community Services	Community Services Director	1, 5, 6
	Community Services Commission	1, 5, 6
	Recreation Manager	1, 5, 6
	Recreation Coordinator	4

¹ In addition to the listed positions designated by the City, the following positions are subject to the disclosure requirements established by Government Code Section 87200: Planning Commission, City Manager, City Attorney, and City Treasurer.

Fire	Fire Chief	1, 5, 6
	Fire Battalion Chief	1, 5, 6
Police	Police Chief	1, 5, 6
	Police Commander	1, 5, 6
	Police Lieutenant	1, 5, 6
Finance	Finance Director	1, 5, 6
City Attorney	Assistant City Attorney	1, 5, 6
	Assistant General Counsel	1, 5, 6

Consultants*

1-5 or as appropriate*

For purposes of this code, a consultant is defined pursuant to Title 2 Cal. Admin Code Section 18730(2)

- (A) Makes a governmental decision whether to: (i) Approve a rate, rule, or regulation;
- (ii) Adopt or enforce a law;
- (iii) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
- (iv) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
- (v) Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
- (vi) Grant agency approval to a plan, design, report, study, or similar item; or
- (vii) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof.

*Consultants are also defined for reporting purposes as persons who prepare a product, perform services of a general nature on an on-going basis and participate by direct advice to the decision makers, influence or participate in governmental decisions, or who act in a staff capacity (performing all the same duties for the City that would otherwise be performed by an individual holding a designated position in the City's Conflict of Interest Code). **With respect to consultants, the City Attorney (or designee) may determine in writing that a particular consultant has been retained to perform a range of duties that is sufficiently limited in scope so as to not require full disclosure, or no disclosure. Such written determination shall be based on the consultant's description of work, as defined in the Contract Scope of Services.** Such written determination shall be noted **in the** consultant contract, **including a recitation to the extent of disclosure requirements** and signed by the City Attorney (or designee). Any determination is a public record and shall be retained for public inspection.

DISCLOSURE CATEGORIES

DISCLOSURE CATEGORY 1

All interests in real property located within City of Pinole, or within two miles of the boundaries of Pinole or within two miles of any land used or owned by the Agency; and investments and business positions in business entities and income; including loans, gifts, and travel payments from all sources.

DISCLOSURE CATEGORY 2

All interests in real property located within City of Pinole, or within two miles of the boundaries of Pinole or within two miles of any land used or owned by the agency.

DISCLOSURE CATEGORY 3

All investments and business positions in business entities and all sources, including loans, gifts, and travel payments, from sources that provide services, supplies, materials, machinery, or equipment of the type utilized by the agency.

DISCLOSURE CATEGORY 4

All investments and business positions in business entities and all sources of income, including loans, gifts, and travel payments, from sources that provide services, supplies, materials, machinery, or equipment of the type utilized by the designated position's division or department.

DISCLOSURE CATEGORY 5

All investments and business positions in business entities and sources of income, including loans, gifts, and travel payments from sources of the type to request a permit, license of any type, or entitlement to use agency properties or facilities, included but not limited to:

- Business licenses
- Utility permit, building or inspection permits, solicitor's, massage operator permits
- Land use entitlements
- Grant funding
- Facilities use permits

DISCLOSURE CATEGORY 6

All investments and business positions in business entities, and income, including loans, gifts, and travel payments from sources that filed a claim against the agency during the previous two years, or has a claim pending.



CITY COUNCIL REPORT

9.J.

DATE: OCTOBER 21, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Kelcey Young, City Manager, 5107248933, kelcey.young@pinole.gov
SUBJECT: APPROVE AMENDMENT TO CITYZEN SOLUTIONS INC. CONTRACT FOR PUBLIC ENGAGEMENT SOFTWARE

RECOMMENDATION

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

1. Authorizes the City Manager to execute an amendment to its General Services Agreement with Cityzen Solutions to continue providing Public Input, a public engagement software for a three (3) year term; and
2. Appropriate \$648 from the General Fund for this effort.

BACKGROUND

In December 2023, the City of Pinole entered into a General Services Agreement with Cityzen Solutions, Inc. to provide public engagement and communications software through its PublicInput platform. The agreement established a two-year service term ending November 30, 2025, with an initial contract value not to exceed \$30,450.

The PublicInput platform consolidates multiple engagement and communication tools into a single, centralized system. It provides staff with project-specific websites, interactive participation tools (such as surveys, e-newsletters, comment boards, and polls), integrated meeting management features, language translation services, equity mapping dashboards, and robust public engagement reporting and analysis capabilities.

Since implementation, City staff have used the platform to increase transparency, broaden resident participation in City initiatives, and streamline communications across departments. The software has also supported compliance with accessibility standards (WCAG 2.1/Section 508) and data security requirements, which are essential for public-facing platforms.

REVIEW AND ANALYSIS

Staff recommends City Council approve an amendment to extend the term of the Agreement for three (3) years beginning December 1, 2025 through November 30, 2028, and to revise the

total compensation to provide for an additional compensation of \$51,143.00 as compensation for the extended term for a total not to exceed amount of \$81,593.00.

A 3-year renewal of the contract with Cityzen Solutions is recommended because using Public Input has enhanced citywide public engagement and operational efficiency in many ways. It has given staff access to real-time reporting, comment analysis, and sentiment tracking which allows staff to clearly document community input to demonstrate how resident feedback informs decisions. PublicInput also maintains WCAG 2.1 accessibility standards and SOC2 Type 2 data security certification, ensuring compliance with federal accessibility laws and protecting sensitive community data.

The City's e-newsletters: The Pulse, Rec n' Roll, and most recently, Pinole On Air, are drafted and managed through the Public Input platform. PinoleSpeaks.com is the website hosted through Public Input and has served as the City of Pinole's hub for current projects, programs, initiatives and surveys that allow residents a user-friendly and accessible way to engage and share their voice.

Staff have been satisfied with training and technical support services provided by Cityzen Solutions. The agreement includes continued access to a dedicated Success Manager, along with real-time support.

The subscription model offers a comprehensive suite of engagement and communications tools at a predictable cost for the next three (3) years. Renewal avoids the expense and inefficiencies of procuring and managing multiple standalone systems. Staff wish to pursue a multi-year agreement to leverage discounted subscription pricing that is offered only with a 3-year term. Alternatively, if an annual agreement was executed, subscription pricing would be approximately 10% higher each year of renewal.

Overall, renewing the agreement with Cityzen Solutions will allow the City to continue strengthening its public engagement and communications capabilities while maintaining consistency, reliability, and cost control.

FISCAL IMPACT

A resolution approving this contract renewal with Cityzen Solutions would result in an additional \$648.00 to be added to the FY 25/26 budget. The cost for year one (1) of the agreement is \$16,223.00 which is a 4% increase from the previous year.

The cost of the amended agreement is \$51,143.00 over the next three-year period. Staff will adjust the software budget accordingly for subsequent years of the agreement.

ATTACHMENTS

- A. Resolution
- B. COP and Cityzen Solutions Amendment
- C. Cityzen Solutions PublicInput and City of Pinole Agreement

RESOLUTION NO. 2025-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING AN AMENDMENT TO EXTEND A THREE-YEAR AGREEMENT WITH CITYZEN SOLUTIONS INC. FOR PUBLIC ENGAGEMENT SOFTWARE IN AN AMOUNT NOT TO EXCEED \$51,143.00 AND APPROPRIATE \$648.00 TO THE FISCAL YEAR 2025/26 BUDGET

WHEREAS, since 2023, the City of Pinole has contracted with Cityzen Solutions Inc. to provide Public Input, a robust public engagement platform; and

WHEREAS, the current contract between the City and Cityzen Solutions, Inc. is coming to the end of its term; and

WHEREAS, the Public Input platform has significantly enhanced the City's communications and engagement by increasing transparency and broadening resident participation in City initiatives;

WHEREAS, City staff has been satisfied with the Public Input platform and support services;

WHEREAS, the City wishes to amend the agreement with Cityzen Solutions, Inc. to extend the term through November 30, 2028; and

WHEREAS, the City would like to amend the contract to increase the compensation in the amount of \$51,143.00 for a total not to exceed amount of \$81,593.00 in consideration for the Consultant's additional scope of work under the amended contract. This cost is calculated as \$16,223 for the first year, \$17,034 for the second year, and \$17,886 for the third year; and

WHEREAS, the additional cost exceeds the current FY 2025/2026 budgeted amount of \$15,575, therefore an additional budget of \$648.00 needs to be allocated in order to renew the Public Input subscription;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pinole does hereby authorize the City Manager to execute a contract amendment to renew the agreement with Cityzen Solutions Inc. for a three (3) year term as set forth in the contract amendment attached as Exhibit A to provide public engagement software in an amount not to exceed \$51,143.00 and authorize an additional \$648.00 be appropriated to the Fiscal Year 2025/26 budget.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of October 2025 by the following vote:

AYES: COUNCILMEMBERS:

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

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 21st day of October 2025.

Heather Spears, CMC
City Clerk

**FIRST AMENDMENT TO THE
GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF PINOLE AND
CITYZEN SOLUTIONS**

This First Amendment to the General Services Agreement (the "First Amendment"), is made by and entered into between the City of Pinole, a general law city and municipal corporation, ("City") and Cityzen Solutions, Inc. also doing business as PublicInput ("Contractor") located at 2409-107 Crabtree Blvd., Ste 303 Raleigh, NC 27604 (together hereinafter referred to as "Parties") as of the date executed below.

RECITALS

WHEREAS, the Parties previously entered into that certain General Services Agreement dated December 1, 2023 (the "Agreement"), wherein Contractor agreed to provide to the City public engagement and communications software services as more specifically stated in the Scope of Services attached as Exhibit A; and

WHEREAS, Section 2 the Agreement provides that the City shall pay a total compensation not to exceed \$30,450.00, pursuant to the fee schedule attached as Exhibit B, with the term of the Agreement to end on December 1, 2025, unless otherwise extended as provided for in Section 1.1 of the Agreement; and

WHEREAS, the Parties wish to amend the Agreement to extend the term of the Agreement through November 30, 2028, and to revise the total compensation to provide for an additional compensation of \$51,143.00 as compensation for the extended term for a total not to exceed amount of \$81,593.00.

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

- 1. Term of Services.** Section 1.1 of the Agreement shall be amended to extend the contract term through November 30, 2028, or through the date of a new contract for services, whichever comes first.
- 2. Compensation.** Section 2 of the Agreement shall be amended to state that the City hereby agrees to pay Contractor a total amount not to exceed \$81,593.00, for all work set forth in Exhibit A, whether by fixed price or hourly rates subject to a fixed rate schedule, pursuant to the fee schedule attached as Exhibit B, which is incorporated herein, including all reimbursable expenses incurred in performing the services.
- 3. Attachments.** Exhibits A and B to the Agreement are hereby deleted in their entirety and replaced with the revised Exhibits A and B attached hereto and incorporated herein by this reference as:

Exhibit A – SCOPE OF SERVICES
Exhibit B – FEE SCHEDULE

4. Effect of Amendment. The Parties hereto acknowledge that except as expressly modified herein, the Agreement remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this First Amendment and the Service Agreement, the terms of this First Amendment shall control. This First Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, of which together shall constitute one and the same agreement.

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

City of Pinole

Contractor

Kelcey Young, City Manager

Kevin Fowler, VP Operations and Finance

Dated: _____

Dated: _____

Approved as to Form:

Eric S. Casher, City Attorney

Attest:

Heather Spears, City Clerk

EXHIBIT A SCOPE OF SERVICES

PUBLIC ENGAGEMENT AND COMMUNICATIONS SOFTWARE FOR PINOLE, CA

Engage Plus Tier

For sophisticated organizations seeking to consolidate numerous point solutions and centralize large-scale teams to achieve a world-class communications and engagement program.

- ✓Integrated online Public Engagement Portal featuring searchable project websites and accessible participation tools.
- ✓WYSIWYG project website builder featuring embedded videos, images, FAQ's, project timelines, and unlimited project hosting.
- ✓Industry-leading participation toolkit including Idea Boards, survey tools, budgeting exercises, comment forms, quick polls, and interactive maps.
- ✓Comment analysis, dynamic reports, and participation mapping to ensure data-driven decisions are based on both what was heard, and who was heard.
- ✓Embeddable Public Meeting listings and calendar, online registration forms, and in-person attendance tracking.
- ✓SOC2 Type 2 data security certification and WCAG 2.1 (Section 508) compliance
- ✓Offline (phone, text, social, and in-person) comment tools to ensure residents more flexible, accessible engagement options.
- ✓Email newsletter builder, embeddable subscription widget, one-click text message notifications, geofencing, and reach reports.
- ✓Analysis tools to understand unique segments of your community, share insights with stakeholders, and defend decisions using data.
- ✓Census-backed Equity Mapping dashboards to ensure representative engagement and targeted outreach to key stakeholders.
- ✓Public meeting registration forms, sign-in kiosks, attendance tracking, and automated audio recording and transcription.
- ✓Unique urls and Click-to-Translate to provide tailored experiences for non-English-speaking residents.
- ✓API integrations for disconnected engagement, meetings, and communications solutions with a central system of record.
- ✓Customizable Equity Mapping dashboard including ESRI ArcGIS integrations to filter by custom layers in reporting
- ✓AI-enhanced comment coding to automate much of the analysis process.
- ✓Administrative Public Meetings hub, including embedded livestreaming, speaker queue management and enterprise meeting participation reporting.
- ✓Automated Peer-Agency contact and data sharing.

Highlighted features include:

- Project-specific email inboxes
- Moderated discussion forums
- Participant location capture and searchable participant database

- Automatic language translation
- Offline activity logging
- Custom links and branding
- Inbound SMS text comment management
- AI-Assisted sentiment analysis
- Social Media comment capture
- Geographic subscriber segmentation
- Last Mile language translation and web page form editor (alt-text and image edits)
- Real-time and multi-lingual closed captions for livestreamed public meetings
- On-Demand SMS Text notifications
- Custom CRM fields and attributes

MORE THAN A USERNAME OR PASSWORD, WE ARE IN THIS TOGETHER. SUCCESS MANAGER

With a dedicated Success Manager and a team of implementation and support specialists, the Agency has access to go-to contacts for ongoing training and learning to make the most of the platform.

ONBOARDING & IMPLEMENTATION

After working with your dedicated implementation specialist to ensure past work is not wasted, staff and consultants will learn platform features and best practices through comprehensive training and on-demand sessions.

SUPPORT

Real-time chat support is available during 9am-8pm EST, and after hours help desk access can be requested when important public meetings are on the calendar.

SERVICE LEVELS AND SUPPORT

PublicInput will provide onboarding and implementation services, as well as ongoing support and maintenance as reasonably requested by Customer. Support services related to bug reports or material defects, defined as a malfunction which causes failure of a critical feature or issues with platform performance, will be prioritized, and time associated with fixing any bugs or material defects will be included in the Annual Service Term Fee. Requests for modifications, not considered to be related to a bug or material defect, will be scheduled based on the nature of the request, resource availability, and is subject to pricing stated below. Custom Development, defined as product updates that do not currently exist in their exact form, will be delivered at PublicInput discretion. If approved, Custom Development will be scheduled based on resource availability and charged at the hourly rates set forth in this Agreement.

Standard Customer Support Includes:

Periodic virtual user training
 Access to PublicInput API and API Documentation
 Customer support via phone, email, chat, ticketing system
 Hosting and backup services
 Data access for purpose of analytics
 Platform data extraction availability at all times: platform data will be available to extract provided the customer gives at least 24 hours notice (weekends excluded)

PublicInput: Engage Plus Tier Software Annual Fee (Year 1): \$16,223

Optional Service Offerings & Fees

Data Imports – Custom (Fee variation based on scope and complexity)

Programming Services – \$500/hour (Includes customized development work; Minimum 20 hours)

CS Professional Services – \$250/hour (Data research, clean up, special projects or other services; Minimum 8 hours)

Invoice Date: Upon signed acceptance of this service agreement.

Payment Terms: Net 30

Service Term Start Date: 12/1/2025

Service Term End Date: 11/30/2028

Additional Notes:

- Additional incremental annual subscription fees shall apply if Customer requests additional units or services during the Service Term period.
- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.
- Remittance Advice & Billing Inquiries: accounting@publicinput.com
- The Service Term shall be the period starting from the Service Term Start Date through the Service Term End Date.

The pricing offered in this Service Agreement is valid 60 days from Created Date.

EXHIBIT B
FEE SCHEDULE



3- YEAR ANNUAL SERVICE QUOTE

Customer: Pinole, CA

Customer Contact:	Finoa Epps	Created Date:	9/2/2025
Contact Email:	fepps@pinole.gov	Currency:	USD
Billing Contact:	Finoa Epps	Service Term Start Date:	12/1/2025
Billing Email:	fepps@pinole.gov	Service Term End Date:	11/30/2028
PO#:		Departments:	All
Billing Address:	2131 Pear St. Pinole, CA 94564		

Service Order Form

Recurring Services	Qty	Annual Fees
Year 1 - Engage +	1	\$16,223
Authorized Users	10	Included
Text Message Credits	24,000	Included
2025-2026 TOTAL YEAR 1 SERVICE TERM FEE		\$16,223
2026-2027 Year 2 - Engage +	1	\$17,034
2027-2028 Year 3 - Engage +	1	\$17,886

Invoice Date: Upon signed acceptance of this service agreement.

Payment Terms: Net 30

Additional Notes:

- Additional incremental annual subscription fees shall apply if Customer requests additional units or services during the Service Term period.
- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.
- Remittance Advice & Billing Inquiries: accounting@publicinput.com
- The Service Term shall be the period starting from the Service Term Start Date through the Service Term End Date.
- Text credit purchases are non refundable and non transferable.

The pricing offered in this Service Agreement is valid 60 days from Created Date.

GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF PINOLE AND CITYZEN SOLUTIONS, INC.

This agreement for General Services ("Agreement") is entered into on December 1, 2023 (the "Effective Date") between the CITY OF PINOLE, a municipal corporation, with offices located at 2131 Pear Street, Pinole, California ("City") and Cityzen Solutions, Inc. ("Contractor") located at 2409-107 Crabtree Blvd., Ste 303 Raleigh, NC 27604 (together sometimes referred to as the "Parties").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor agrees to provide to City the services described in the Scope of Services, attached as Exhibit A, which is incorporated herein 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 Contractor's proposal attached as Exhibit A, this Agreement shall prevail.

- 1.1 **Term of Services.** This Agreement shall begin on the Effective Date and shall end on December 1, 2025, two (2) years from the Effective Date, unless the term of the Agreement is otherwise terminated or modified, as provided for herein. If the performance of the Scope of Services extends beyond the two (2) year term of this Agreement, then the term of this Agreement may be extended by written agreement of the Parties solely for and until an agreed upon date for completion of the Scope of Services. The time provided to Contractor 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.** Contractor shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. Contractor 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 Contractor's profession.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services in connection with 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, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.3 **Time.** Contractor 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 Contractor's obligations hereunder.

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

\$30,450.00, for all work set forth in Exhibit A, whether by fixed price or hourly rates subject to a fixed rate schedule, pursuant to the fee schedule attached as Exhibit B, which is incorporated herein, including all reimbursable expenses incurred in performing the services. In the event of a conflict between this Agreement and Contractor's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor 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.** Contractor 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. Contractor shall have ninety (90) days after the completion of work to invoice City for all amounts due and outstanding pursuant to the terms of this Agreement. In the event Contractor fails to invoice City for all amounts due within such ninety (90) day period, Contractor shall waive its right to collect payment from City. 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 Contractor's signature.
- 2.2 Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 Reimbursable Expenses.** No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the scope of services (Exhibit A) and in the fee schedule (Exhibit B). Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.4 Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.5 Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor 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 Contractor 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.

- 2.6 Authorization to Perform Services.** The Contractor 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, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Contractor, 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) per occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. . No endorsement shall be attached limiting the coverage.

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

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

connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

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

4.3 Professional Liability Insurance.

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

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

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

4.4 All Policies Requirements.

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

- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
- b. Additional Insured Endorsement as required for the General Commercial Policies.

- 4.4.2 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.3 Deductibles and Self-Insured Retentions.** Insurance obtained by the Contractor shall have a self-insured retention or deductible of no more than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).
- 4.4.4 Wasting Policies.** No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 4.4.5 Waiver of Subrogation.** Contractor hereby agrees to waive subrogation which any insurer or contractor may require from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 4.4.6 Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Contractor shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.
- 4.4.7 Excess Insurance.** If Contractor maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.5 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: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Contractor to stop work under this Agreement and withhold any payment that becomes due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1** (a) Contractor shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, indemnify, defend and hold harmless the City and its officials, commissioners, officers, employees, agents and volunteers from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the services under this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs

and expenses. Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the City.

- (b) Contractor shall also indemnify, defend and hold harmless the City and its officials, commissioners, officers, employees, agents and volunteers from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, officials, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Contractor's services under this Agreement, however, the cost to defend charged to Contractor shall not exceed Contractor's proportionate percentage fault.
- (c) City shall indemnify, hold harmless, and, at Contractor's option, defend Contractor from and against any Losses resulting from any Third-Party Claim that the City's data, or any use of the City's data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, and any Third-Party Claims based on City's or any Authorized User's: (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Contractor or authorized by Contractor in writing; or (iv) modifications to the Services not made by Contractor, provided that City may not settle any Third-Party Claim against Contractor unless Contractor consents to such settlement, and further provided that Contractor will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

- 5.2 PERS Indemnification.** In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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 CONTRACTOR. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor'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 Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor 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. Contractor shall have no authority, express or implied, to act

on behalf of City in any capacity whatsoever as an agent. Contractor 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.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work in connection with this Agreement.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor 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.** 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.
- 7.5 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. Contractor 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 Contractor thereby.

Contractor 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.**
- (i) Contractor may terminate this Agreement, effective on written notice to City, if City fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Contractor's delivery of written notice thereof;
 - (ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or
 - (iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for

voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) **Effect of Expiration or Termination.** Upon expiration or earlier termination of this Agreement, City shall immediately discontinue use of the Contractor IP and City shall delete, destroy, or return all copies of the Contractor IP and certify in writing to the Contractor that the Contractor IP has been deleted or destroyed. No expiration or termination will affect City's obligation to pay all Fees that may have become due before such expiration or termination or entitle City to any refund.

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

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.

- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.3 Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor'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 Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the City. Contractor 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.
- 8.4 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.
- 8.5 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:
- 8.5.1** Immediately terminate the Agreement;
- 8.5.2** Retain the plans, specifications, drawings, reports, design documents, and any

other work product prepared by Contractor pursuant to this Agreement;

- 8.5.3** Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or
- 8.5.4** Charge Contractor 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 Contractor pursuant to Section 2 if Contractor had completed the work.
- 8.5.5** Subject to cure period referenced in Section 8.1(ii)

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 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.
- 9.2 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.
- 9.3 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. Nothing by way of this section is intended to modify or eliminate City's obligations under state and federal law, including but not limited to the Public Records Act.

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

Contractor 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.*

Contractor 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 Contractor was an employee, agent, appointee, or official of the City in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor 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.

Contractor 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 Contractor or Contractor'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 Contractor(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 Contractor, except as indicated in Subsection b.

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Initialed by City Attorney's Office

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

- 10.8 Solicitation.** Contractor 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 Fiona Epps, Assistant to the City Manager who shall act as the City's representative. All correspondence shall be directed to or through Fiona Epps or his or her designee.

- 10.10 Notices.** Any written notice to Contractor shall be sent to:
Cityzen Solutions, Inc. ATTN: Kevin Fowler
2409-107 Crabtree Blvd., Ste 303
Raleigh, NC 27604

Any written notice to City shall be sent to:
City of Pinole, ATTN: City Manager
2131 Pear Street
Pinole, California 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 Contractor 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 date signed by the City.

CITY OF PINOLE

Date: 11/29/2023

DocuSigned by:
Neil Gang
77500877DB0849F...

Neil Gang, Interim City Manager

CITYZEN SOLUTIONS, INC.

Date: 11/29/2023

DocuSigned by:
Kevin Fowler
00B12288272B48D...

Kevin Fowler, VP Operations and Finance

Attest:

DocuSigned by:
Heather Bell
447B39FF547849F...

Heather Bell
City Clerk

Approved as to Form:

DocuSigned by:
Eric Casher
9FCC7F1E193045D...

Eric Casher
City Attorney

EXHIBIT A

SCOPE OF WORK

PUBLIC ENGAGEMENT AND COMMUNICATIONS SOFTWARE FOR PINOLE, CA

Engage Plus Tier

For sophisticated organizations seeking to consolidate numerous point solutions and centralize large-scale teams to achieve a world-class communications and engagement program.

- ✓Integrated online Public Engagement Portal featuring searchable project websites and accessible participation tools.
- ✓WYSIWYG project website builder featuring embedded videos, images, FAQ's, project timelines, and unlimited project hosting.
- ✓Industry-leading participation toolkit including Idea Boards, survey tools, budgeting exercises, comment forms, quick polls, and interactive maps.
- ✓Comment analysis, dynamic reports, and participation mapping to ensure data-driven decisions are based on both what was heard, and who was heard.
- ✓Embeddable Public Meeting listings and calendar, online registration forms, and in-person attendance tracking.
- ✓SOC2 Type 2 data security certification and WCAG 2.1 (Section 508) compliance

- ✓Offline (phone, text, social, and in-person) comment tools to ensure residents more flexible, accessible engagement options.
- ✓Email newsletter builder, embeddable subscription widget, one-click text message notifications, geofencing, and reach reports.
- ✓Analysis tools to understand unique segments of your community, share insights with stakeholders, and defend decisions using data.
- ✓Census-backed Equity Mapping dashboards to ensure representative engagement and targeted outreach to key stakeholders.
- ✓Public meeting registration forms, sign-in kiosks, attendance tracking, and automated audio recording and transcription.
- ✓Unique urls and Click-to-Translate to provide tailored experiences for non-English-speaking residents.
- ✓API integrations for disconnected engagement, meetings, and communications solutions with a central system of record.
- ✓Customizable Equity Mapping dashboard including ESRI ArcGIS integrations to filter by custom layers in reporting
- ✓AI-enhanced comment coding to automate much of the analysis process.
- ✓Administrative Public Meetings hub, including embedded livestreaming, speaker queue management and enterprise meeting participation reporting.
- ✓Automated Peer-Agency contact and data sharing.

Highlighted features include:

- Project-specific email inboxes
- Moderated discussion forums
- Participant location capture and searchable participant database
- Automatic language translation
- Offline activity logging
- Custom links and branding
- Inbound SMS text comment management
- AI-Assisted sentiment analysis
- Social Media comment capture
- Geographic subscriber segmentation
- Last Mile language translation and web page form editor (alt-text and image edits)
- Real-time and multi-lingual closed captions for livestreamed public meetings
- On-Demand SMS Text notifications
- Custom CRM fields and attributes

MORE THAN A USERNAME OR PASSWORD, WE ARE IN THIS TOGETHER.

SUCCESS MANAGER

With a dedicated Success Manager and a team of implementation and support specialists, the Agency has access to go-to contacts for ongoing training and learning to make the most of the platform.

ONBOARDING & IMPLEMENTATION

After working with your dedicated implementation specialist to ensure past work is not wasted, staff and consultants will learn platform features and best practices through comprehensive training and on-demand sessions.

SUPPORT

Real-time chat support is available during 9am-8pm EST, and after hours help desk access can be requested when important public meetings are on the calendar.

SERVICE LEVELS AND SUPPORT

PublicInput will provide onboarding and implementation services, as well as ongoing support and maintenance as reasonably requested by Customer. Support services related to bug reports or material defects, defined as a malfunction which causes failure of a critical feature or issues with platform performance, will be prioritized, and time associated with fixing any bugs or material defects will be included in the Annual Service Term Fee. Requests for modifications, not considered to be related to a bug or material defect, will be scheduled based on the nature of the request, resource availability, and is subject to pricing stated below. Custom Development, defined as product updates that do not currently exist in their exact form, will be delivered at PublicInput discretion. If approved, Custom Development will be scheduled based on resource availability and charged at the hourly rates set forth in this Agreement.

Standard Customer Support Includes:

Periodic virtual user training

Access to PublicInput API and API Documentation
Customer support via phone, email, chat, ticketing system
Hosting and backup services
Data access for purpose of analytics
Platform data extraction availability at all times: platform data will be available to extract provided the customer gives at least 24 hours notice (weekends excluded)

PublicInput: Engage Plus Tier Software Annual Fee (Year 1): \$15,000

Optional Service Offerings & Fees

Data Imports – Custom (Fee variation based on scope and complexity)
Programming Services – \$500/hour (Includes customized development work; Minimum 20 hours)
CS Professional Services – \$250/hour (Data research, clean up, special projects or other services; Minimum 8 hours)

Invoice Date: Upon signed acceptance of this service agreement.

Payment Terms: Net 30

Service Term Start Date: 12/1/2023

Service Term End Date: 11/30/2025

Additional Notes:

- Additional incremental annual subscription fees shall apply if Customer requests additional units or services during the Service Term period.
- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.
- Remittance Advice & Billing Inquiries: accounting@publicinput.com
- The Service Term shall be the period starting from the Service Term Start Date through the Service Term End Date.

The pricing offered in this Service Agreement is valid 60 days from Created Date.

EXHIBIT B
FEE SCHEDULE

RECURRING SERVICES	QTY	ANNUAL FEES
PublicInput: Engage Plus Tier - Year 1	1	\$15,000
PublicInput: Engage Plus Tier - Year 2	1	\$15,450
Authorized Users	10	Included
Text Message Credits	24,000	Included
ONE-TIME SERVICES	QTY	ONE-TIME FEES
Implementation and Training (Discounted)	1	\$4,500
SERVICE TERM TOTAL		\$30,450

1. **SERVICES:** Contractor agrees to provide public engagement and communications software, implementation, training and support.
2. **PAYMENT TERMS:** Net 30

Billing for services will occur on an annual basis.

Service Term Start Date: 12/1/2023

Service Term End Date: 11/30/2025

3. Optional Service Offerings & Fees

Data Imports – Custom (Fee variation based on scope and complexity)

Programming Services – \$500/hour (Includes customized development work; Minimum 20 hours)

CS Professional Services – \$250/hour (Data research, clean up, special projects or other services; Minimum 8 hours)

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CITY COUNCIL REPORT

10.A.

DATE: OCTOBER 21, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Keith Marks, Chief Building Official, 510-724-9016, kmarks@pinole.gov
SUBJECT: INTRODUCTION AND FIRST READING OF AN ORDINANCE TO ADOPT THE 2025 CALIFORNIA BUILDING STANDARDS CODE AND UPDATE THE CITY'S BUILDING AND FIRE CODE

RECOMMENDATION

Staff recommends that the City Council introduce and waive the first reading of an Ordinance adopting the 2025 Building Standards Code with updates to the City's Building and Fire Code.

BACKGROUND

The California Building Standards Commission (the "Commission") is a State agency responsible for producing sensible and usable state building standards, and the administrative regulations that implement and enforce those standards. Every three years the Commission reviews and updates the California Building, Fire, Plumbing, Mechanical, Electrical and Residential Codes that apply in California. The newly updated 2025 California Building Standards Codes ("CBSC"), which include updates to the State Fire Code, becomes effective in California cities on January 1, 2026. The California Health and Safety Code requires local agencies to adopt the building standards contained in the uniform statewide codes but allows cities to modify the codes to reflect local conditions. Pinole previously adopted its current codes in 2022, incorporating and modifying the City's Municipal Code (Title 15) to comply with the 2022 CBSC updates.

The 2025 CBSC, Title 24, Parts 1-6 and 9-12 are as follows:

- Part 1: California Administrative Code (CAC).
- Part 2: California Building Code (CBC).
- Part 2.5: California Residential Code (CRC).
- Part 3: California Electrical Code (CEC).
- Part 4: California Mechanical Code (CMC).
- Part 5: California Plumbing Code (CPC).
- Part 6: California Energy Code (CEnC).
- Part 7: California Wildland-Urban Interface Code
- Part 8: California Historical Building Code
- Part 9: California Fire Code (CFC)
- Part 10: California Existing Building Code (CEBC)
- Part 11: California Green Building Standards Code (CALGreen)
- Part 12: California Reference Standards Code
- 2024 International Property Maintenance Code

The draft Ordinance updating the City’s Municipal Code (Attachment A) references those sections of the California Building Standards Code (CBSC) that are most relevant to Pinole and incorporates local amendments recommended by City staff and carried forward from the 2022 code cycle. The proposed amendments are formatted and numbered to align with the updated CBSC. The full text of the 2025 CBSC is available on the California Building Standards Commission website at: <https://www.dgs.ca.gov/BSC/Resources/2025-Title-24-California-Code-Changes>.

The 2025 CBSC becomes effective January 1, 2026, regardless of whether the City takes formal action. Adoption of the proposed Ordinance prior to that date is necessary to ensure that Pinole’s local amendments—originally adopted in 2022 and revalidated under this update—take effect concurrently with the 2025 CBSC and remain legally enforceable.

REVIEW AND ANALYSIS

Under State law, a city may adopt building and construction standards more restrictive than those contained in the California Building Standards Code (CBSC), provided that the City Council makes findings of local climatic, geological, or topographical conditions to justify each amendment. These findings will be included in a separate resolution presented to the City Council for adoption concurrent with the second reading of the proposed ordinance (see Attachment B for the draft resolution).

AB 130 and its Effect on Local Building Code Amendments

Pursuant to Assembly Bill 130 (Chapter 22, Statutes of 2025) and guidance issued by the California Building Standards Commission (Information Bulletin 25-03, see Attachment C), cities and counties are subject to a six-year moratorium on new or amended local building standards affecting residential occupancies—specifically, Residential Group R occupancies (R-1, R-2, R-2.1, R-2.2, R-3, R-3.1, and R-4) as defined in Section 310 of the California Building Code, and detached one- and two-family dwellings and townhouses regulated by the California Residential Code. The moratorium is effective October 1, 2025, through June 1, 2031, except for limited statutory exceptions such as (1) previously filed local amendments with no material change in regulatory effect; (2) emergency standards necessary to protect public health and safety; (3 and 4) amendments related to home hardening or Wildland-Urban Interface fire-resistance standards; or (5) amendments necessary to implement a local greenhouse-gas reduction strategy consistent with a general plan approved on or before June 10, 2025, that both permits mixed-fuel residential construction consistent with federal law and incentivizes all-electric construction as part of an adopted climate action framework.

In compliance with AB 130, the City of Pinole is carrying forward—without change—all local amendments previously adopted with the 2022 California Building Standards Codes that affect residential occupancies. These amendments were duly filed with the California Building Standards Commission and are considered “previously filed” amendments with no material

change in regulatory effect. For non-residential occupancies, the City likewise continues its 2022 local amendments and administrative provisions, updated only as necessary to align numbering and references with the 2025 California Building Standards Codes. Collectively, these updates constitute a continuation and reaffirmation of existing City practice, ensuring consistency and legal conformity with both State law and local conditions, while introducing no new substantive changes to residential standards restricted under AB 130.

Sustainable Building

The 2025 CBSC also updates the California Green Building Standards Code (CALGreen), continuing to promote sustainable construction practices and environmental performance in new construction.

Sustainability staff is currently developing building energy “reach codes” as part of the City’s Climate Action and Adaptation Plan (CAAP), which sets a goal of achieving carbon neutrality by 2045. A reach code is a local ordinance that establishes requirements beyond those in the State Building Code to promote greater energy efficiency and building electrification. The City’s proposed reach codes will introduce local standards that encourage or require high-efficiency, all-electric technologies—such as the installation of heat pump systems when replacing HVAC units—in both new and existing buildings. Community participation is a key component of this effort. Residents and businesses will have opportunities to engage in workshops, provide input on proposed requirements, and help shape policies that support energy savings, reduced greenhouse gas emissions, improved air quality, and increased building resiliency. If adopted by the City Council, the reach codes will remain consistent with Assembly Bill 130 (Chapter 22, Statutes of 2025) due to the explicit exemption for local amendments necessary to implement a greenhouse gas reduction strategy aligned with a General Plan approved on or before June 10, 2025. Because the City’s General Plan and CAAP were adopted prior to that date, the reach codes will qualify under this exemption and may lawfully include enhanced local energy and electrification standards.

Fire Codes

The ordinance also incorporates local amendments adopted by the Contra Costa County Fire Protection District (Con Fire), which provides fire protection services to Pinole. Pursuant to Health and Safety Code § 13869.7, fire protection districts may adopt local fire-code amendments independent of AB 130’s residential moratorium; such amendments are filed with the Department of Housing and Community Development rather than the Building Standards Commission. Accordingly, Con Fire’s 2025 local fire-code amendments remain fully applicable within Pinole’s jurisdiction.

Section 15.04.080 of the City’s Fire Code continues to require automatic sprinkler systems consistent with the California Fire Code, reflecting Pinole’s elevated fire risk due to hillside terrain and wildland-urban interface areas. These requirements, along with the City’s adopted local amendments, address local conditions such as proximity to the Hayward Fault and localized flooding potential along Pinole Creek. Because the ordinance repeals and replaces the affected Title 15 chapters, a strike-out version is not provided. The draft ordinance reflects

only numbering and reference updates to maintain consistency with the 2025 California Building Standards Codes, which replace the 2022 editions previously codified.

Environmental Review

Adoption of the attached Ordinance is exempt from CEQA based on the general rule set forth in CEQA Guidelines Section 15061(b) (3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that the adoption of the attached and Ordinance will have a significant effect on the environment.

FISCAL IMPACT

There is no direct fiscal impact of adopting the 2026 CBSC. City's costs related to implementation of the 2026 CBSC are recovered through building permit fees.

ATTACHMENTS

- A. Draft Resolution For Adoption With Ordinance
- B. Ordinance
- C. BSC Bulletin 25-03 AB130

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING FINDINGS TO SUPPORT LOCAL MODIFICATIONS TO THE STANDARDS CONTAINED IN THE 2025 CALIFORNIA BUILDING STANDARDS CODE, ENACTED AS PART OF ORDINANCE NO. 2025-XX

WHEREAS, Section 17922 of the California Health and Safety Code requires that local agencies adopt the building standards contained in the California Building Code, the California Fire Code, the California Plumbing Code, the California wildland-urban interface code the California Mechanical Code, and the California Electrical Code, as such codes are approved by the State Building Standards Commission (collectively, the “California Building Standards Code”); and

WHEREAS Section 17958.7 of the California Health and Safety Code allows local agencies to enact modifications to those building standards provided that such modifications are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS Section 17958.7 of the California Health and Safety Code further provides that a local agency which enacts modifications to those building standards must adopt findings which tie those modifications to such local climatic, geological, or topographical conditions; and

WHEREAS, the Pinole City Council has considered whether certain modifications to the building standards contained in the California Building Standards Code are necessary in Pinole due to local climatic, geological, or topographical conditions; and

WHEREAS, Assembly Bill 130 (Chapter 22, Statutes of 2025) establishes a moratorium from October 1, 2025, through June 1, 2031, on new or amended local building standards affecting residential occupancies (Group R-1, R-2, R-2.1, R-2.2, R-3, R-3.1, R-4, and detached one- and two-family dwellings and townhouses), except under limited statutory exceptions; and the City’s 2025 Building Code Ordinance carries forward—without change—all previously adopted 2022 local amendments applicable to these occupancies, thereby maintaining compliance with AB 130 while reaffirming the City’s existing findings of local climatic, geological, and topographical conditions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pinole does hereby adopt the following findings in conformance with its obligations under Section 17958.7 of the California Health and Safety Code:

I. The City of Pinole is subject to the following climatic, geological and topographical conditions:

A. Climatic

1. Precipitation and Relative Humidity

(a) Conditions. Precipitation ranges from 15 to 24 inches per year with an average of approximately 20 inches per year. 96% of precipitation falls during the months of October through April, and four percent from May through September. This is a dry period of at least five months each year. Additionally, the area is subject to occasional drought. Relative humidity remains in the middle range most of the time. It ranges from 45-65% during spring, summer, fall, and from 60-90% in the winter. It occasionally falls as low as 15%.

(b) Impact. Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irrigated grass, brush, and weeds, which are often near buildings with wood roofs and sidings. Such dryness causes these materials to ignite very readily and burn rapidly and intensely.

Because of dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings by means of radiation or flying brands, sparks, and embers. A small fire can rapidly grow to a magnitude beyond the control capabilities of the City Fire Department and County Fire District resulting in an excessive fire loss.

2. Temperature

(a) Conditions. Temperatures have been recorded as high as 114° F. Average summer highs are in the 90° range, with an average maximum of 105° F.

(b) Impact. High temperatures cause rapid fatigue and heat exhaustion of firefighters, thereby reducing their effectiveness and ability to control large building and wildland fires.

Another impact from high temperatures is that combustible building material and non-irrigated weeds, grass, and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the resultant higher temperature of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials. This requires that more water be applied, which in turn requires more Fire Service resources in order to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the City of Pinole Fire Department and County Fire District.

3. Winds

(a) Conditions. Prevailing winds in the area are from the south or southwest in the mornings and from the north or northwest in the afternoons.

However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the 14 mph to 23 mph range, gusting to 25 to 35 mph. 40 mph winds are experienced occasionally, and winds up to 55 mph have been registered locally. During the winter half of the year, strong, dry, gusty winds from the north move through the area for several days, creating extremely dry conditions.

(b) Impact. Winds such as those experienced locally can and do cause fires, both interior and exterior, to burn and spread rapidly. Fires involving non-irrigated weeds, grass, and brush can grow to a magnitude and be fanned to an intensity beyond the control capabilities of the Fire Department very quickly, even by relatively moderate winds. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. When such fires are not controlled, they can extend to nearby buildings, particularly those with untreated wood shakes or shingles. In building fires, winds can literally force fires back into the building and can create a blowtorch effect, in addition to preventing “natural” ventilation and cross-ventilation efforts.

Winds of the type experienced locally also reduce the effectiveness of exterior water streams used by the Pinole Fire and the Fire District on fires involving large interior areas of buildings, fires which have vented through windows and roofs due to inadequate built-in fire protection protection and fires involving wood shake and shingle buildings exteriors. Local winds will continue to be a definite factor towards causing major fire losses to buildings not provided with fire-resistant roof and siding materials, and buildings with inadequately separated interior areas or lacking automatic fire protection systems. National statistics frequently cite wind conditions, such as those experienced locally, as a major factor where conflagrations have occurred.

B. Geological and Topographic

1. Seismicity

- a. Conditions. The City of Pinole is within Contra Costa County and is located in Seismic Risk Zone 4, which is the worst earthquake area in the United States. Buildings and other structures in Zone 4 can experience major seismic damage. Contra Costa County is in close proximity to the San Andreas Fault and contains all or portions of the Hayward, Calaveras, Concord, Antioch, Mt. Diablo, and other lesser faults. A 4.1 earthquake with its epicenter in Concord occurred in 1958, and a 5.4 earthquake with its epicenter also in Concord occurred in 1955. The Concord and Antioch faults have potential for a Richter 6 earthquake, and the Hayward and Calaveras faults have the potential

for a Richter 7 earthquake. Minor tremors from seismic activity are not uncommon in the area.

The fire environment of a community is primarily a combination of two factors: the area's physical geologic characteristics and a historic pattern of urban-suburban development. These two factors, alone and combined, create a mixture of environments which ultimately determines the area's fire protection needs. Contra Costa County has 3 distinct areas. They are to the West, which includes the City of San Pablo and the communities of North Richmond, El Sobrante, and East Richmond Heights; the Central, which includes the Cities of Lafayette, Martinez, Pleasant Hill, Concord, Walnut Creek, Clayton, and the communities of Clyde, Pacheco, Alhambra Valley, and Alamo; and the East, which includes the Cities of Antioch and Pittsburg and the community of Bay Point. The City of Pinole falls within these risk areas.

Because of the size of Contra Costa County (304 square miles), the characteristics of the fire environment changes from one location to the next. Therefore, the County has not one, but a number of fire environments, each of which has its individual fire protection needs from two major oil refineries to heavy industrial facilities, freeways, rail lines, waterways, port facilities, wildland areas, urban and suburban town settings, and major downtown areas.

Interstates 80 and 680, State Highways 4, 24, and 242, Bay Area Rapid Transit District (BART) and major thoroughfares travel throughout the County. There are 2 major rail lines that run through the County. An overpass or underpass crossing collapse would alter the response route and time for responding emergency equipment. This is due to the limited crossings of the major highways and rail lines.

Earthquakes of the magnitude experienced locally can cause major damage to electrical transmission facilities, which, in turn, causes power failures while at the same time starting fires throughout the County. The occurrence of multiple fires will quickly deplete existing fire district resources; thereby reducing and/or delaying their response to any given fire. Additionally, without electrical power, elevators, smoke management systems, lighting systems, alarm systems, and other electrical equipment urgently needed for building evacuation and fire control in large buildings without emergency generator systems would be inoperative, thereby resulting in loss of life and/or major fire losses in such buildings.

- b. Impact. A major earthquake could severely restrict the response of the City of Pinole's contracted fire service (Contra Costa Fire Prevention District) and its capability to control fires involving buildings of wood frame construction, with ordinary wood shake and shingle exteriors, or

with large interior areas not provided with automatic smoke and fire control systems.

2. Soils

- a. Conditions. The area is replete with various soils, which are unstable, clay loam and alluvial fans being predominant. These soil conditions are moderately to severely prone to swelling and shrinking, are plastic, and tend to liquefy.

Throughout the City and County, the topography and development growth have created a network of older, narrow roads. These roads vary from gravel to asphalt surface and vary in percent of slope, many exceeding twenty (20) percent. Several of these roads extend up through the winding passageways in the hills, providing access to remote, affluent housing subdivisions. Many of these roads are private with no established maintenance program. During inclement weather, these roads are subject to rock and mudslides, as well as downed trees, obstructing all vehicle traffic. It is anticipated that during an earthquake, several of these roads would be practically impassable.

3. Topographic

a. Conditions

- i. Vegetation. The service area of the Pinole Fire Department and of Contra Costa County Fire Protection District, which surrounds Pinole has a varied topography and vegetative cover. A conglomeration of flat lands, hills, and ridges make up the terrain. Development has occurred on the flat lands in the County and in the past 15 years, development has spread into the hills, valleys, and ridge lands of the City and County.

Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations six to eight months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs or siding. This condition can be found throughout the County, especially in those fully developed areas and those areas marked for future development.

- ii. Surface Features. The arrangement and location of natural and manmade surface features, including hills, creeks, canals, freeways, housing tracts, commercial development, fire stations, streets, and roads, combine to limit efficient response routes for City and County Fire resources into and through many areas.
- iii. Buildings, Landscaping, and Terrain. Many of the “newer” large buildings and building complexes have access and landscaping

features or designs which preclude, or greatly limit, an efficient approach or operational access to them by Fire Services vehicles. In addition, the presence of security gates, roads of inadequate width, and grades that are too steep for Fire Service vehicles create an adverse impact on fire suppression efforts.

When Fire Service vehicles cannot gain access to buildings involved with fire, the potential for complete loss is realized. Difficulty reaching a fire site often requires additional fire personnel and resources to successfully and safely mitigate the event. Access problems often result in severely delaying, misdirecting, or making fire and smoke control efforts unsuccessful.

b. Impact.

The above local geological and topographical conditions increase the magnitude, exposure, accessibility problems, and fire hazards presented to the City of Pinole Fire Department. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number, should a significant seismic event occur. Public Safety resources would have to be prioritized to mitigate the greatest threat, and may likely be unavailable for smaller single-dwelling or structure fires.

Other variables may intensify the situation:

1. The extent of damage to the water system.
2. The extent of isolation due to bridge and/or freeway overpass collapse.
3. The extent of roadway damage and/or the amount of debris blocking the roadways.
4. Climatic conditions (hot, dry weather with high winds)
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
6. The availability of timely mutual aid or military assistance.
7. The large portion of dwellings with wood shake or shingles coverings could result in conflagrations.

C . Conclusion

Because of the conditions described above, the City of Pinole, City Council requires the increased fire protection requirements set forth in Ordinance No. 2025-XX.

The ordinance amends Chapter 1 (Scope and Administration) of the statewide Fire Code by requiring a permit for certain activities and operations that pose fire hazards. The ordinance amends Chapter 2 (Definitions) to provide clarity on wildland firefighting and

preparedness terminology. The ordinance amends Chapter 4 of the statewide Fire Code (Emergency Planning and Preparedness) to require standby EMS personnel for large events, as well as standby fire personnel, to account for the fact that the fire district is both the local fire and EMS provider. The ordinance amends the statewide Fire Code by reducing the square footage thresholds found in Chapter 9 (Fire Protection and Life Safety Systems) for installation of automatic fire sprinkler systems in most commercial buildings and in private and charter schools. The definition of Substantial Addition and Alteration is also changed to align with the other fire districts for consistency in the interpretation. The ordinance amends Chapter 5 (Fire Service Features) and Appendix D (Fire Apparatus Access Roads) of the statewide Fire Code to establish requirements for fire apparatus access roads. The ordinance amends Chapter 33 (Fire Safety During Construction and Demolition) to define the additional site security requirements that could be required if deemed necessary by the building official and fire official from arson fires or hazards occurring within the jurisdiction. The ordinance also amends Chapter 50 (Hazardous Materials) and Chapter 57 (Flammable and Combustible Liquids) provides the ability to the fire official to require a risk assessment stamped by a fire protection engineer, if the facility manager is unable to provide an accurate risk assessment of the facility to include all hazardous materials stored onsite.

II. Pursuant to Sections 17958.5 and 17958.7 of the State of California Health and Safety Code, the City Council of the City of Pinole makes the finding that changes, modifications, and amendments to the 2025 Edition of the California Building Standards Codes are needed and are reasonably necessary because of certain local climatic, geologic and topographic features and conditions as described in Section I above, and that those features and conditions, under certain circumstances, affect delivery of emergency services. The amendments to the California Building Standards Codes are enacted to mitigate the impact of those local features and conditions by (i) preventing the chance of accident or injury by requiring standards more stringent than required by the current codes; and (ii) requiring additional built-in automatic fire protection systems, which will provide for early detection and initial fire control.

III. The following changes and/or modifications to the 2025 California Building Standards Code are found to be necessary to mitigate the impacts caused by the local climatic, geologic, and topographic conditions. The City of Pinole has adopted substantive changes and modifications to the California Building Standards Code as follows:

Pinole Municipal Code Section	California Code Section	Findings
15.02	CA Building Code, CCR Title 24, Part 2, Volume 1, Sections: 1.8.4.2, 1.8.8, 1.8.9, 101, 105.2, A. 1., B. 14., C., D., E. 105.8, 105.8.1, 105.8.2, 105.8.3, F 107.2.1, G. 107.6.1, H. 110.1, I.	1A, 1B, and 1C

	110.6.1, J. 105.5.1, 105.6, L. Add: Fire Hazard (def), M. Add Pool (def), N. amend 501.2, Chapter 5, 1., 1a, 1b, 2., 3., 4., O. 2111.15, 1., 2. 3., P. amend 2304.12.1.6	
15.04	CA Building Code, CCR Title 24, Part 2, Volume 1, Sections: 105.2, 105.2.14, 105.3.2, 105.5, 105.8, 105.8.1, 105.8.2, 105.8.3, 107.2.1, 107.6.1.8.8	1A, 1B, and 1C
15.06	CA Residential Code, CCR Title 24, Part 2.5, Sections: 202 Definitions: Add Pool, amend 506.1, Add subsection 902.1.5, ACI 322	1A, 1B, and 1C
15.08	CA Green Building Standards Code, CCR Title 24, Part 11, Section: Add 101.3.2	1A, 1B, and 1C
15.10	CA Electrical Code, CCR Title 24, Part 3, Adoption by reference, no changes.	1A, 1B, and 1C
15.12	CA Plumbing Code, CCR Title 24, Part 5, Section: Add 604.14, Amend/Add 710.1	1A, 1B, and 1C
15.14	CA Mechanical Code, CCR Title 24, Part 4, Adoption by reference, no changes.	1A, 1B, and 1C
15.16	CA Housing and Property Maintenance Code, IPMC amended 102.3, IPMC amended 304.14, IPMC amended 307.3.1, amend 308.3.1, IPMC amend 602.4 with exceptions 1,2.	1A, 1B, and 1C
15.18	1997 Uniform Code for the Abatement of Dangerous Buildings as adopted by the International Conference of Building	A, 1B, and 1C

	Officials, amend Section: 801.2, amend 912	
	CA Administrative Code, CCR Title 24, Part 1, Add: Copying and imaging fees as reflected by the City's Master Fee Schedule.	A, 1B, and 1C
	CA Building Codes, section 114 and 2021 IPMC amend section 109.3, amend 109.4, A.1.2.3.4., B, C, amend 114.4	A, 1B, and 1C

The aforementioned amendments have been incorporated in detail into an Ordinance **2025-XX**

BE IT FURTHER RESOLVED, that the City Council of the City of Pinole finds that the local amendments carried forward from the 2022 California Building Standards Codes are consistent with the requirements of Assembly Bill 130 (Chapter 22, Statutes of 2025), which restricts new or amended local building standards affecting residential occupancies, and that the City's action to revalidate and readopt its existing local amendments complies with State law; and

BE IT FURTHER RESOLVED, that the City Council hereby directs City staff to file a copy of this Resolution, together with the adopted ordinance and findings, with the California Building Standards Commission and the Department of Housing and Community Development as required by Health and Safety Code Section 17958.7 and related statutes.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 4th day of November, 2025 by the following vote:

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

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 4th day of November, 2025.

Heather Spears, CMC
City Clerk

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINOLE REPEALING AND REPLACING CHAPTERS 15.02 THROUGH 15.24 AND ADDING A NEW CHAPTER 15.26 OF TITLE 15 “BUILDINGS AND CONSTRUCTION,” OF THE PINOLE MUNICIPAL CODE IN ORDER TO ADOPT BY REFERENCE, WITH MODIFICATIONS TO ADDRESS UNIQUE LOCAL CONDITIONS, THE 2025 EDITIONS OF THE CALIFORNIA ADMINISTRATIVE CODE, THE CALIFORNIA BUILDING CODE, THE CALIFORNIA RESIDENTIAL CODE, THE CALIFORNIA ELECTRICAL CODE, THE CALIFORNIA MECHANICAL CODE, THE CALIFORNIA PLUMBING CODE, THE CALIFORNIA ENERGY CODE, THE CALIFORNIA FIRE CODE, THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE, THE CALIFORNIA EXISTING BUILDING CODE, THE CALIFORNIA GREEN BUILDING STANDARDS CODE, REFERENCED STANDARDS, AND INTERNATIONAL PROPERTY MAINTENANCE CODE

WHEREAS, the California Building Standards Commission has adopted a new Title 24 of the California Code of Regulations, also referred to as the 2025 California Building Standards Code, that will become effective statewide on January 1, 2026; and

WHEREAS, currently Title 15 “Buildings and Construction, I. Adoption of Uniform Code” of the City of Pinole Municipal Code adopted the building standards contained in the 2022 versions of the California Building Code, the California Residential Code, the California Fire Code, the California Green Building Standards Code, the California Plumbing Code, the California Mechanical Code, and the California Electrical Code, California Administrative Code, as such Codes are approved by the State Building Standards Commission (collectively, the “California Building Standards Code”); and

WHEREAS, the updated California Building Standards Code becomes effective within the City on January 1, 2025, and Title 15 is updated by default to incorporate the California Building Standards Code without local amendments; and

WHEREAS, Section 17922 of the California Health and Safety Code requires local agencies to adopt the building standards contained in the California Building Standards Code; and

WHEREAS, Section 17958.7 of the California Health and Safety Code authorizes cities to adopt local modifications to the California Building Standards Code when such modifications are reasonably necessary due to local climatic, geological, or topographical conditions, provided that the governing body adopts findings supporting those conditions; and

WHEREAS, Assembly Bill 130 (Chapter 22, Statutes of 2025) establishes a moratorium from October 1, 2025, through June 1, 2031 on new or amended local building standards affecting residential occupancies (Group R-1, R-2, R-2.1, R-2.2, R-3, R-3.1, R-4, and detached one- and two-family dwellings and townhouses), except under limited statutory exceptions such as previously filed local amendments, emergency standards necessary to protect health and

safety, home-hardening measures, or amendments implementing an adopted greenhouse-gas reduction strategy consistent with a general plan approved on or before June 10, 2025; and

WHEREAS, the City of Pinole's 2025 Building Code Ordinance carries forward—without change—all previously adopted 2022 local amendments affecting such residential occupancies, thereby complying with AB 130 while reaffirming the City's existing findings of local climatic, geological, and topographical conditions that remain valid and necessary for community safety; and

WHEREAS, the ordinance also readopts the City's existing non-residential and administrative amendments and incorporates by reference the Contra Costa County Fire Protection District's local fire-code amendments adopted pursuant to Health and Safety Code § 13869.7, and the California Wildland-Urban Interface Code, which are not subject to the AB 130 moratorium; and

WHEREAS, a duly noticed public hearing was advertised as required by applicable law;
And

WHEREAS, the City Council finds that no additional environmental review is necessary because this Ordinance is not a project that has the potential to cause substantial or potentially substantial, adverse change in the environment and qualifies for an exemption under the California Environmental Quality Act (CEQA) Guidelines Section 15061 (b) (3), and further, the Ordinance establishes standards for the approval of ministerial projects that are not themselves subject to CEQA review; and

WHEREAS, the City Council finds that the adoption of the 2025 Edition of the California Administrative, Building, Residential, Green Building Standards, Energy, Plumbing, Mechanical, Electrical, Existing Building, Fire, Reference Standards and related construction Codes help protect public health, safety, and welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PINOLE DOES ORDAIN as follows:

SECTION 1. The forgoing Recitals are true and correct and incorporated herein by this reference.

SECTION 2. Those certain documents, copies of which are on file and are open for inspection by the public at the Building Division of the City of Pinole, being marked and designated as the California Code of Regulations Title 24, Part 1, Part 2 Volumes 1 and 2, Part 2.5, Part 3, Part 4, Part 5, Part 6, Part 9, Part 10, Part 11, Part 12 together with all appendices thereto; each and all of the regulations, provisions, conditions, and terms of the International Property Maintenance Code all of which are on file in the office of the City Clerk are hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

SECTION 3. Chapters 15.02, 15.04, 15.06, 15.08, 15.10, 15.12, 15.14, 15.16, 15.18, 15.20, and 15.22, 15.24 of Title 15, Buildings and Construction, of the Pinole Municipal Code are hereby

repealed and replaced in its entirety, and a new Chapter 15.26 is added, as provided in Exhibit A and Exhibit B.

SECTION 4. References To Prior Uniform Building and Construction Codes. Unless superseded and expressly repealed, references in City forms, documents, and regulations to chapters and sections of the prior adopted Uniform Building Codes shall be construed to apply to the corresponding provisions contained in the chapters and sections of Title 15 of the Pinole Municipal Code adopted by this Ordinance and all other ordinances or parts of ordinances in conflict herewith are hereby superseded and expressly repealed.

SECTION 5. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have adopted the ordinance, and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 6. Adoption. This Ordinance shall take effect on the later of thirty (30) days after passage or January 1, 2026, whichever occurs later, and shall within fifteen (15) days after passage, be posted in accordance with Section 36933 of the Government Code of the State of California with the names of these City Council members voting for and against it.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the Pinole City Council on the 21st day of October, 2025, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Cameron Sasai, Mayor

ATTEST:

Heather Spears, CMC
City Clerk

Chapter 15.02 GENERAL PROVISIONS

Sections:

- 15.02.010 Title.
- 15.02.020 Organization.
- 15.02.030 Codes adopted by reference.
- 15.02.040 Expiration of permits.
- 15.02.050 Premises identification numbering.
- 15.02.060 Construction permit fees - set by City Council.
- 15.02.070 Permitted hours and condition of construction, penalties.
- 15.02.080 Misrepresentations in permit application.
- 15.02.090 Disconnection of utility service.

15.02.010 TITLE.

Chapters 15.02 through 15.24 shall be known as the "City of Pinole Building Codes" and shall be cited as such.

15.02.020 ORGANIZATION.

A building division is established in accordance with the provisions of California Building Code, 2022 Edition, adopted in Chapter 15.04. This division shall be a part of and shall operate under the direction of the Community Development Director. The building division is authorized to direct and enforce all the provisions of this Title and any of the Codes adopted in this Title.

15.02.030 CODES ADOPTED BY REFERENCE.

For the purpose of establishing proper regulations for building construction, maintenance of housing standards, installation of electrical, plumbing and mechanical systems and swimming pool construction, the codes specifically listed in Chapters 15.02 through 15.22, except as modified in this Title, are adopted and made a part of this Title by reference, without publishing or posting thereof, and copies of each of these Codes as listed in this Title are now on file for use and examination by the public in the office of the City Clerk.

15.02.040 EXPIRATION OF PERMITS.

All permits issued by the building division shall expire one hundred eighty (180) calendar days from date of issuance if the work is not commenced within this time (except as noted in the 2025 CBC Section 105.5.1. and the 2025 CRC Section R105.5.1).

15.02.050 PREMISES IDENTIFICATION NUMBERING.

A. Every main structure or building constructed, altered, repaired or moved into the City shall be assigned a street address identification number by the Building Official and approved by the Fire Code Official (as defined in 15.04.030 of this Code).

B. Identification numbers shall be placed on the street side of the building or structure in such a manner as to be plainly visible from the street or public way. Identification numbers shall be a minimum of 6" in height and of a color to contrast with the surrounding color. Numbers shall be installed prior to final inspection and occupancy of the building or structure.

C. The premises street address shall be internally or externally illuminated to the satisfaction of the Building Official and Fire Code Official.

D. The owner or his or her designated agent shall be responsible for the maintenance of identification numbers.

E. Any changes to the assigned street identification numbers must be approved by the Building Official and Fire Code Official.

F. The fee for assigning or modifying a street address shall be set by resolution of the City Council.

15.02.060 CONSTRUCTION PERMIT FEES - SET BY COUNCIL.

All construction permit fees including building, plumbing, mechanical, electrical, swimming pools and solar shall be set by resolution of the City Council and reflected in the City's Master Fee Schedule.

15.02.070 PERMITTED HOURS AND CONDITION OF CONSTRUCTION; PENALTIES.

- A. Work is allowed from seven a.m. (7:00 a.m.) to five p.m. (5:00 p.m.) Monday through Friday. Work is allowed, but no inspections will be performed on non-federal holidays, which are holidays that are not acknowledged federally but are recognized by the City of Pinole. These holidays include, but are not limited to, Cesar Chavez's Birthday and the Day After Thanksgiving.
- B. Saturday work is allowed in commercial zones only, from nine a.m. (9:00 a.m.) to six p.m. (6:00 p.m.), if it is interior work and does not generate significant noise.
- C. Exceptions for residential property owners.
 - 1. Homeowners performing additions, repairs, or remodeling are allowed to work on their residences on weekends and holidays between nine a.m. (9:00 a.m.) and five p.m. (5:00 p.m.).
 - 2. By written authorization of the Building Official, a residential property owner with a valid permit to construct a single-family residence for personal occupancy shall be allowed to work on weekends and holidays between nine a.m. (9:00 a.m.) and five p.m. (5:00 p.m.). This authorization shall be granted to applicants who have not built a residence in the City in the previous five (5) year period and who affirm in writing their intention to reside at the subject property.
- D. Exceptions for Construction. The City Council designates the City Manager (or their designee) to further modify on a case-by-case basis the hours of construction, to allow for work beyond those hours allowed in 15.02.070.A-C regardless of zoning district.
- E. The minimum fine for a citation or penalty for violating construction hours is one thousand dollars (\$1,000.00) and escalates in one thousand dollars (\$1,000.00) increments.
- F. Work must be controlled to prevent causing a public nuisance due to dust, noise, vibrations, and the like.

15.02.080 MISREPRESENTATIONS IN PERMIT APPLICATION.

No person shall make false statement or misrepresentation in or in connection with an application for a permit under this Title. Any permit issued under this Title may be revoked or suspended at any time by the Building Official or designee for fraud, misrepresentation or false

statement contained in an application for a permit, or for violations of this Title in connection with work done under the permit.

15.02.090 DISCONNECTION OF UTILITY SERVICE.

The Building Official (or designee) may shut off or disconnect any or all utility service to any structure or facility or to any electrical conductor or apparatus which he/she finds to be in violation of any state or county law or regulation relating thereto or to the public health, safety, or welfare, or he may order this done. If he/she finds that the violation involves an immediate danger to person(s) or to other properties or to the public health, safety or welfare, he/she may have the action taken as quickly as he/she deems necessitated by the danger; otherwise he/she shall give ten (10) days advance notice thereof by mail to the utility and the owner of the property as shown on the last assessment roll and by conspicuously posting notice of his orders and the action taken, which no person shall remove, tamper with or disobey. He/she shall rescind or modify such action when it becomes proper to do so in view of the danger or violation.

Chapter 15.04 BUILDING CODE

Sections:

15.04.010 Adoption by reference.

15.04.020 Copies on file.

15.04.030 Amendments made in the California Building Code.

15.04.010 ADOPTION BY REFERENCE.

The 2025 California Building Code, California Code of Regulations Title 24, Part 2, Volume 1 of 2 and Part 2, Volume 2 of 2, including the 2025 California Historic Building Code, Title 24, Part 8 and the 2025 California Existing Building Code, Title 24, Part Chapter 10, and all Appendices is adopted by reference, the same as though fully set forth in this chapter.

15.04.020 COPIES ON FILE.

One copy of the California Building Code and Appendices as adopted by the Pinole Municipal Code 15.04.010, and all amendments thereto, shall be kept on file in the Building Division for inspection by the public.

15.04.030 AMENDMENTS MADE IN THE CALIFORNIA BUILDING CODE.

The California Building Code is amended and changed in the following respects:

A. Section 105.2 (Work Exempt from Permit) of the CBC Chapter 1 subsection 1 is amended to read as follows:

1. One-story detached accessory buildings used as tool and storage sheds, playhouses, and similar uses, provided that the floor area does not exceed 120 square feet (11.15 m²),
and for which written approval has been given by the Planning Division. These structures may still be regulated by Section 710A, despite exemption from permit.

B. Section 105.2 (Work Exempt from Permit) of the CBC Chapter 1 is hereby amended adding subsection 14 to read as follows:

14. Detached decks under 100 square feet and under 30 inches in height, for which written approval has been given by the Planning Division and the Building Division.

C. Section 105.3.2 of Chapter 1, Division II is amended to read as follows:

An application for a permit for any proposed work shall be deemed to have been abandoned six (6) months after the date of filing unless such application has been pursued in good faith, or a permit has been issued; except that the building official is authorized to grant one or more extensions of up to six (6) months. The extensions shall be requested in

writing and justified cause demonstrated. Whatever the case, a permit application is valid for a maximum of one (1) year after which time the application expires, and a new plan review fee must be paid. The code in effect at the time the newest application is made shall be the code that is enforced.

D. Chapter 1 Subsection 105.8 is added to the CBC, to read as follows:

105.8 Permit Issuance.

105.8.1 Except as otherwise provided in this Chapter, a permit shall be issued only to a person holding a valid, unexpired, or unrevoked California building contractor's license, property owner, or authorized agent.

105.8.2 A permit may be issued for work in a single-family dwelling used exclusively for living purposes, including any accessory buildings, if the permittee is the bona fide owner of the structure occupied by or designed to be occupied by the owner, in which case the owner himself fulfills the role of contractor for all work under the permit.

105.8.3 Any permit issued pursuant to this Chapter shall not be transferable to any person, business, or corporation.

E. Section 107.2.1 (Information on Construction Documents) of CBC Chapter 1 is amended to read:

107.2.1 Construction documents shall include dimensions and shall be drawn to scale on suitable material. Electronic media documents may be submitted when approved in advance by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and to show in detail that it will conform to this code and all relevant laws, ordinances, rules, and regulations. The first sheet of each set of plans shall give the location and street address of the work and the name and address of the owner and of the person who prepared the plans. Plans shall include a plot plan showing all existing property lines labeled and fully dimensioned, the elevation of the top and toe of cuts and fills, and the location of the proposed building with distance to all property lines and of every existing building on the property. Instead of detailed specifications, the city building official may approve references on the plans to a specific section or part of this code, or other ordinances or laws ***All pages to be signed and/ or professionally stamped***

F. Chapter 1 Division II Subsection 107.6 (Standard plans) is added to read as follows:

107.6.1 - Standard plans. The building official may approve a set of plans for a building or structure as a "standard plan," provided the applicant has made proper application, submitted complete sets of plans, and paid the plan checking fee as required by the City of Pinole. When it is desired to use an approved "standard plan" for an identical structure, three plot plans shall be submitted, and a plan-checking fee equal to one-half of the full plan-checking fee required by the City of Pinole shall be paid at the time application is made for such identical structure. Such duplicate plans shall be compared, stamped, and kept on the job as required by California Building Code Section [A] 107.3.1. In case of

any deviation whatsoever from this standard plan, complete plans, together with a full plan-checking fee, shall be submitted for the proposed work, as required by California Building Code Section [A] 107. Standard plans shall be valid for a period of one year from the date of approval. This period may be extended by the building official when there is evidence that the plan may be used again. The code in effect when the plan review application is submitted, and the plan review fee paid shall be the governing code.

G. Section 110.1 (Inspections - General) is amended by adding the following to the end of the section:

At the time of first inspection by the city building official, a licensed land surveyor or a civil engineer may be required to certify in writing that the structure is placed according to the approved set of plans. The written certification must include the site address and permit number. This requirement does not apply to alterations or repairs to existing structures that do not affect the exterior limits of the existing structures.

H. Section 110.6.1 (Approval required) is added to read as follows:

110.6.1 The Building Official of the City of Pinole is authorized to develop a covered/concealed construction policy for any covered or concealed construction, without prior building inspection, to be opened to ensure compliance with the California Building codes. The policy shall encourage the utilization of the least invasive deconstruction methods as possible to document construction methods used, such as photographs, invoices, and structural engineer/architectural engineer reports.

I. Chapter 1, Section [A] 114 (Unlawful act). Chapter 1, Division II Section 114.5 Violation a Public Nuisance is added to read as follows:

It is declared that any violation of this code, the CPC, CMC, CEC, or other state building codes constitute a public nuisance. In addition to any other remedies this code provides for enforcement, the city may bring civil suit to enjoin the violation of its provisions.

J. Section 202 of Chapter 2 (Definitions) is deleted in its entirety.

K. Section 202 of Chapter 2 (Definitions) of the CBC is amended to include the following definition:

Fire Hazard: is any building device, appliance, apparatus, equipment, tank, vehicle, combustible material or waste, fence, or vegetation which, in the opinion of the City building official or the Fire Chief, is in such condition as to cause a fire or explosion, or to augment the spread and intensity of a fire or explosion arising from any cause.

L. Section 202 of Chapter 2 (Definitions) is amended to add the following definition to the existing definition:

Pool: Any outside body of water created by artificial means, any portion of which exceeds eighteen inches (18") in depth

M. Section 501.2 of Chapter 5 (General building heights and areas) is amended to read as follows:

1. Address numbers. Apartment, Condominium, and Townhouse Complexes - An illuminated, diagrammatic representation of the complex shall be installed at the primary vehicular and walkway entrance to each complex. This diagram shall be of sufficient size to be easily visible from said vehicular and walkway entrance.

a. An apartment, condominium, or townhouse complex shall be defined as a group of three or more separate, non-connected buildings, all located on common ground, where each building contains two or more living units.

b. Each building shall be marked at a location clearly visible from the nearest vehicular access with the street address, building number/letter and the number of units located in that building. Example: 2237 Address Bldg. "B" Building designation Units 1 - 8 Units in building. Minimum numeral size shall be 6" high with a stroke of 1" and shall contrast with the background.

2. Commercial - Individual units shall be addressed front and back. Minimum numeral size shall be 6" high with a stroke of 1" and shall contrast with the background. Units with entrances on both the front and rear of the building shall have identical addresses at both locations.

3. Industrial - Individual units within a building shall be addressed front and back. Individual buildings shall be marked at a point clearly visible from the street. Minimum numeral size shall be 12" high with a 3" wide stroke and shall contrast with the background. Units with entrances on both the front and rear of the building shall have identical addresses at both locations.

4. Lighting of building addresses - The building address for all new buildings constructed after the date of this ordinance shall be automatically lit at night.

N. Subsection 2111.15 (Wood burning stove appliances) is added to Chapter 21 (Masonry) of the California Building Code to read as follows:

Wood-burning stove appliances. Any new wood-burning appliance must be one of the following:

1. A pellet-fueled wood device.
2. A U. S. EPA Phase II certified device; or 340 of 677
3. A low mass fireplace, masonry heater, or other wood-burning device of a make and model that meets EPA emission targets and has been approved in writing by the air pollution control officer of the Bay Area Air Quality Management District or the designee thereof.

O. Subsection 2304.12.1.6 of the CBC is amended to add the following sentence at the end thereof:

Siding Materials: Wood shingles or shakes shall be Class B or better, which comply with ASTM E108 or UL 790, except that in very high fire hazard severity zones, no wood shake or shingle siding shall be permitted regardless of class designation. See Section 1505.1.1 of the California Building Code for roofing standards in very high fire hazard severity zones

Chapter 15.06
RESIDENTIAL CODE

Sections:

15.06.010 Adoption by reference.

15.06.020 Copies on file.

15.06.030 Amendments made in the California Residential Code.

15.06.010 ADOPTION BY REFERENCE.

The 2025 California Residential Building Code, California Code of Regulations Title 24, Part 2.5, including all Appendices, is adopted by reference, the same as though fully set forth in this chapter.

15.06.020 COPIES ON FILE.

One copy of the California Residential Code and Appendices as adopted by Pinole Municipal Code 15.02.010, and all amendments thereto, shall be kept on file in the Building Division for inspection by the public.

15.06.030 AMENDMENTS MADE IN THE CALIFORNIA RESIDENTIAL CODE.

The California Residential Code is amended and changed in the following respects:

A. Section R202 of Chapter 2 (Definitions) is amended to add the existing pool definition to read as follows:

Pool: Any outside body of water created by artificial means, any portion of which exceeds eighteen inches (18") in depth.

B. Subsection R902.1.5 is added to Chapter 9 (Roof Assemblies) of the California Residential Code to read as follows:

All new roof coverings shall be a Class B or better roof covering assembly as defined by CBC 1505.3

Chapter 15.08
CALIFORNIA GREEN BUILDING STANDARDS CODE

Sections:

15.08.010 Adoption by reference.

15.08.020 Copies on file.

15.08.030 Amendments made in the California Green Building Standards Code.

15.08.010 ADOPTION BY REFERENCE.

The 2025 California Green Building Standards Code, California Code of Regulations Title 24, Part 11, including all Appendices, is adopted by reference the same as though fully set forth in this chapter.

15.08.020 COPIES ON FILE.

One copy of the California Green Building Standards Code and Appendices as adopted by Pinole Municipal Code 15.08.010, and all amendments thereto, shall be kept on file in the Building Division for inspection by the public.

Chapter 15.10
CALIFORNIA ELECTRICAL CODE

Sections:

15.10.010 Adoption by reference.

15.10.020 Copy on file.

15.10.010 ADOPTION BY REFERENCE.

The 2025 California Electrical Code, California Code of Regulations Title 24, Part 3, including all Appendices is adopted by reference, the same as though fully set forth in this chapter.

15.10.020 COPY ON FILE.

One copy of the California Electrical Code and Appendices as adopted by Pinole Municipal Code 15.10.010, and all amendments thereto, shall be kept on file in the Building Division for inspection by the public.

Chapter 15.12
CALIFORNIA PLUMBING CODE

Sections:

15.12.010 Adoption by reference.

15.12.020 Copy on file.

15.12.030 Amendments made in the California Plumbing Code.

15.12.010 ADOPTION BY REFERENCE.

The 2025 California Plumbing Code, California Code of Regulations, Title 24, Part 5, including all Appendices is adopted by reference, the same as though fully set forth in this chapter.

15.12.020 COPY ON FILE.

One copy of the 2025 California Plumbing Code and Appendices as adopted by Pinole Municipal Code 15.12.010, and all amendments thereto, shall be kept on file in the Building Division for inspection by the public.

Chapter 15.14
CALIFORNIA MECHANICAL CODE

Sections:

15.14.010 Adoption by reference.

15.14.020 Copies on file.

15.14.010 ADOPTION BY REFERENCE.

The 2025 California Mechanical Code, California Code of Regulations Title 24, Part 4, including all Appendices is adopted by reference, the same as though fully set forth in this chapter.

15.14.020 COPIES ON FILE.

One copy of the California Mechanical Code and Appendices as adopted by the Pinole Municipal Code 15.14.010, and all amendments thereto, shall be kept on file in the Building Division for inspection by the public.

Chapter 15.16
CALIFORNIA HOUSING AND PROPERTY MAINTENANCE CODE

Sections:

- 15.16.010 Housing and Property Maintenance Code - Adoption.
- 15.16.020 IPMC 102.3 Amended - Application of other codes.
- [15.16.030](#) IPMC 304.14 Amended - Insect screens.
- [15.16.040](#) IPMC 308.3.1 Amended - Disposal of garbage.
- [15.16.050](#) IPMC 602.4 Amended - Occupied work spaces.
- [15.16.060](#) House moving.
- [15.16.070](#) Compliance with construction requirements.

15.16.010 HOUSING AND PROPERTY MAINTENANCE CODE - ADOPTION.

The Housing and Property Maintenance Code for the City is the California Housing Law Regulations as set forth in Division 13, Part 1.5, commencing with Section 17910, in the Health and Safety Code (as amended) combined with the 2021 International Property Maintenance Code (IPMC) except as amended by the changes, additions and deletions set forth in this Chapter.

15.16.020 IPMC 102.3 AMENDED - APPLICATION OF OTHER CODES.

Section 102.3 of the IPMC is amended to read as follows:

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the City Municipal Code and the California Building Codes.

15.16.030 IPMC 304.14 AMENDED - INSECT SCREENS.

Section 304.14 of the IPMC is amended as follows:

During the entire year, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

15.16.040 IPMC 308.3.1 AMENDED - DISPOSAL OF GARBAGE.

Section 308.3.1 of the IPMC is amended as follows:

That portion of the sentence reading "an approved incinerator unit in the structure available to the occupants in each dwelling unit" shall be deleted in its entirety.

15.16.050 IPMC 602.4 AMENDED - OCCUPIED WORK SPACES.

Section 602.4 of the IPMC is amended as follows:

Indoor occupiable workspaces shall be supplied with heat during the entire year to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

15.16.060 HOUSE MOVING.

- A. Any person, firm, or corporation wishing to move any house or structure on any public street or way in the city shall first obtain a permit as provided in this section.
- B. House moving, as permitted in this section, is allowed only on the day and hours as stated on the permit and on the routes as approved by the director of public works and the chief of police.
- C. The building department may issue a permit for house moving when the person, firm or corporation has applied for such permit and has complied with the following:
 1. A special pre-moving inspection of the building has been made and approved.
 2. Posted a performance bond in the amount of two thousand dollars (\$2,000) payable to the city.
 3. Provided a certificate of insurance for public and auto liability of not less than one hundred thousand dollars (\$100,000); three hundred thousand dollars (\$300,000) bodily injury; and twenty-five thousand dollars (\$25,000) property damage.
 4. Payment of a permit fee of fifty dollars (\$50) for each day or part thereof in which the moving operation will take place.
 5. Agree to furnish adequate traffic control. Method and number of persons directing traffic must be approved by the chief of police.
 6. Agree to pay the cost of any police and fire protection which may be required. A deposit of fifty dollars (\$50) is required.
 7. Provide a copy of signed agreement with the public utilities as to date, time, and route.
 8. Post a time schedule with the public services department, building department and police department at least twenty-four hours in advance of any actual move.

15.16.070 COMPLIANCE WITH CONSTRUCTION REQUIREMENTS.

Buildings moved into or relocated within the city shall be made to comply with the requirements for new construction in the codes adopted in this Title

Chapter 15.18
ABATEMENT OF DANGEROUS BUILDINGS

Section

- 15.18.010 Abatement of dangerous buildings - Adoption.
- 15.18.020 Section 801.3 Amended - Costs.
- 15.18.030 Section 912 Amended - Cost Recovery.

15.18.010 ABATEMENT OF DANGEROUS BUILDINGS - ADOPTION.

The abatement of dangerous buildings code for the City is the 1997 Uniform Code For The Abatement of Dangerous Buildings as adopted and printed by the International Conference of Building Officials.

15.18.020 SECTION 801.3 AMENDED - COSTS.

Section 801 of the Uniform Code for the Abatement of Dangerous Buildings is hereby amended to read as follows:

801.2 Costs. The cost of such work shall be paid from the General Fund and may be made a special assessment against the property involved or may be made a personal obligation of the property owner.

15.18.030 SECTION 912 AMENDED - COST RECOVERY.

Section 912 of the Uniform Code for the Abatement of Dangerous Buildings is hereby amended to read as follows:

912. All money recovered by payment of the charge or assessment or from the sale of the property at foreclosure sale shall be paid to the Finance Director of the City, who shall credit the same to the General Fund

Chapter 15.20
FIRE CODE

Section

- 15.20.010 Fire Code - Adoption.
- 15.20.020 Establishment and duties of bureau of fire prevention.
- 15.20.030 Amendments to the California Fire Code.
- 15.20.040 Appeals.
- 15.20.050 New materials, processes or occupancies which may require permits.
- 15.20.060 Violation – Penalty.

15.20.010 FIRE CODE - ADOPTION.

The City of Pinole hereby adopts the 2025 California Fire Code (California Code of Regulations, Title 24, Part, 9 [based on the 2024 International Fire Code published by the International Code Council]), including Chapters 1-10 and 12-80, Appendix B, Appendix C, Appendix D, Appendix F, Appendix H, Appendix I, Appendix J, and Appendix K, as amended by the changes, additions, and deletions set forth in this Chapter. The 2025 California Fire Code, with the changes, additions, and deletions set forth in this Chapter, is adopted by this reference as though fully set forth in this Chapter. As of the effective date of this Chapter, the provisions of the fire code are controlling and enforceable within the limits of each jurisdiction.

15.20.020 ESTABLISHMENT AND DUTIES OF BUREAU OF FIRE PREVENTION.

The 2025 California Fire Code as adopted and amended in this Chapter, shall be enforced by the bureau of fire prevention of the Pinole Fire Department which is established and which shall be operated under the Chief of the Fire Department.

15.20.030 AMENDMENTS TO THE CALIFORNIA FIRE CODE.

A. Chapter 1. Scope and Administration.

Chapter 1 is adopted in its entirety except as amended below:

101.1 Title. This code is the Fire Code of City of Pinole and is hereinafter referred to as "this code."

Section 102.1 is amended to add item 5, to read:

5. Where not otherwise limited by law, the provisions of this code shall apply to vehicles, ships, and boats that are permanently affixed to a specific location within the boundaries of this jurisdiction.

Section 105.5 is amended to read:

105.5 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Chapter 1, Sections 105.5.1 through 105.5.63.

Section 105.5.33 is amended to read:

105.5.33 Motor Fuel Dispensing Facilities. An operational permit is required for the operation of automotive, marine, and fleet motor fuel dispensing facilities, including for sites that allow mobile fueling from a service provider to the general public, fueling of motor vehicles at approved locations from a tank vehicle and limited or temporary fueling operations for special events (fueling of watercraft from shore, piers, floats, or barges).

Section 105.5.40 is amended to read:

105.5.40 Cannabis/Plant Extraction Related System(s)/Operations. An operational permit is required for any of the following cannabis/plant extraction related systems operations.

1. Cultivation
2. Plant Extraction Systems
3. Testing/Lab
4. Manufacturing
5. Distribution
6. Carbon Dioxide Systems or volatile solvent

Section 105.5 is amended to read:

105.5.52 Wood products. An operational permit is required to store chips, hogged material, wood or other combustible pallets, lumber or plywood in excess of 200 cubic feet (6 m³).

Section 105.5 is amended by adding Sections 105.5.55 through 105.5.63 to read:

105.5.55 Asbestos removal. A permit is required to conduct asbestos-removal operations regulated by Section 3319.

105.5.56 Automobile Wrecking or Dismantling Yard. An operation permit is, required for all automobile wrecking yards, automobile dismantling operations, and similar operations.

105.5.57 Christmas tree sales. A permit is required to use a property for the purpose of selling cut Christmas trees.

105.5.58 Firework aerial display. A permit is required to conduct a firework display regulated by California Code of Regulations, Title 19 and Chapter 56 of this code.

105.5.59 Model rockets. A permit is required to sell model rocket motors or launch model rockets pursuant to California Code of Regulations, Title 19, Division 1, Article 17. Permits issued in accordance with this section are for the site, and are effective as long as site conditions have not changed.

105.5.60 Section 105.5.60 is added to read:

105.5.60 Five year sprinkler test. An operational permit is required to engage in the business of conducting the five-year test of an automatic fire sprinkler systems or standpipe, in accordance with NFPA 25 (Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems), 2013 California Edition.

Section 105.6 is amended to read:

105.5 Required construction permits. The fire code official is authorized to issue construction permits for the operations set forth in Chapter 1, Sections 105.6.1 through 105.6.25.

Section 105.6 is amended by adding Sections 105.6.26 through 105.6.30 to read:

105.5.61 Temporary water supply. A permit is required to use a temporary water supply for construction of residential projects or subdivisions pursuant to Section 3313.1.

105.5.62 Tire storage. A permit is required to store more than 1,000 cubic feet (28.3 m³) of tires inside buildings pursuant to Chapter 34.

105.5.63 Indoor Growing Operation. A permit is required to operate an indoor growing operation.

Exception: Agricultural Greenhouses in an agricultural zone.

Section 105.6 is amended to read:

105.6 Required construction permits. The fire code official is authorized to issue construction permits for the operations set forth in Chapter 1, Sections 105.6.1 through 105.6.29.

Section 105.6 is amended by adding Sections 105.6.25 through 105.6.29 to read:

105.6.26 Access for fire apparatus. Plans shall be submitted, and a permit is required to install, improve, modify, or remove public or private roadways, driveways, and bridges for which Fire District access is required by the Fire Code.

105.6.27 Construction, Substantial Alteration, Additions of a building for which a building permit is required. Plans shall be submitted to the fire code official for all land developments or for the construction, substantial alteration, additions, or renovation of a building within the jurisdiction where a building permit is required.

Exception: Non-sprinklered Group R-3 Occupancies where work does not involve a substantial addition or substantial alteration.

105.6.28 Land Development, Subdivisions. Plans shall be submitted to the fire code official for all land developments or improvements proposed within the jurisdiction that involve the subdivision of land.

105.6.29 Water supply for fire protection. Plans shall be submitted to the fire code official for the purpose of determining whether adequate water supplies, fire hydrants, and associated systems are provided for all facilities, buildings, or portions of buildings either constructed or moved into the City pursuant to Section 507.

105.6.30 Land Development. Plans shall be submitted to the fire code official for all land developments or improvements proposed within the jurisdiction.

Section 105.7 is added, to read:

105.7 Responsibility of permittee. Construction permits shall be presumed by the Fire District, Fire Department to incorporate all of the work that the applicant or the applicant's agent, employees, or contractors shall carry out. Work performed shall be in accordance with the approved plans and with all requirements of this code and any other laws or regulations applicable thereto. No City approval shall relieve or exonerate any person from the responsibility of complying with the provisions of this code nor shall any vested rights be created for any work performed in violation of this code.

Section 112.4 is amended to read:

112.4 Violation penalties. Every person who violates any provision of this fire code is guilty of an infraction or misdemeanor in accordance with Health and Safety Code Section 13871 and Government Code Section 53069.4. The imposition of one penalty for any violation shall not excuse the violation or permit to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense. The application of the aforesaid penalty shall not be held to prevent the enforced removal of prohibited conditions.

B. Chapter 2. Definitions.

Section 202 is amended by adding the following definitions to that section:

Administrator. Shall mean the Fire Chief.

Aerial Pre-Plans. An overhead layout of a parcel that contains structure(s) that identifies specific first responder related items to assist in effectively managing incidents and events for the protection of occupants, responding personnel, property, and the environment. The preplan shall be developed in accordance with a format approved by the AHJ. Preplan symbols shall comply with AHJ or the latest edition of NFPA 170 (Standard for Fire Safety and Emergency Symbols), and NFPA 1620 (Standard for PreIncident Planning).

All-weather driving surface. A roadway with a minimum surface finish that is designed to carry the imposed weight loads of fire apparatus.

Automobile Dismantling or Wrecking Yard. The operation of dismantling or removing parts from salvaged vehicles including engines or engine parts.

Wrecking Yard. An area that stores or dismantles salvaged vehicles.

Board of Directors. The City of Pinole City Council is the governing body of the City of Pinole Fire Department.

Board of Fire Commissioners. The City of Pinole City Council is the governing body of the City of Pinole Fire Department.

Combustible Material. Rubbish, litter or material of any kind other than hazardous vegetation that is combustible and endangers the public safety by creating a fire hazard as determined by the fire code official.

Defensible Space. The area adjacent to a structure or dwelling as determined by the fire code official where wildfire prevention or protection practices are implemented to provide the key point of defense from an approaching wildfire or to minimize the spread of a structure fire to wildlands or surrounding areas.

Driveway. A private roadway that provides access to no more than two (2) single-family dwellings.

Fire Apparatus Access Road. A road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term that includes, but is not limited to a fire lane, public street, private street, driveway, parking lot lane, and access roadway.

Fire Code Official. The Fire Chief or a duly authorized representative, or other person as may be designated by law, appointment or delegation and charged with the administration and enforcement of this code.

Firebreak. A continuous strip of land upon and from which all combustible material hazardous vegetation or other growth has been removed to bare mineral soil to stop or prevent the extension of fire from one area to another.

Fire Trail. A graded firebreak of sufficient width, surface, and design to provide access for personnel and equipment to suppress and to assist in preventing a surface extension of fires. Must be able to support the safe travel of a Type 3 Fire Apparatus.

Fuel Break. A strategically located block or strip, on which a cover of dense, heavy, or combustible vegetation has been changed to one of lower fuel volume or reduced

combustibility, as an aid to fire control. Fuel breaks require annual and recurring maintenance.

Hazardous Vegetation. Vegetation that is combustible and endangers the public safety by creating a fire hazard including but not limited to seasonal and recurrent grasses, weeds, stubble, brush, dry leaves, dry needles, dead, dying or diseased trees and any other vegetation as determined by the fire code official.

Key Box or Knox Box. (Underwriters Laboratory) UL "Listed" box, size and style, approved by the Fire Code Official or designee that meets the requirements and uses the same security key code adopted by the Fire Department

Ladder Fuel. Fuel that provides vertical continuity between surface fuel and canopy fuel strata, increasing the likelihood that fire will carry from surface fuel into the crowns of shrubs and trees.

Nuisance Fire Alarm. The activation of any fire protection or alarm system which results in the response of the Fire District and is caused by malfunction, improper maintenance, negligence, or misuse of the system by an owner, occupant, employee, or agent, or any other activation not caused by excessive heat, smoke, fire, or similar activating event.

Ornamental Landscaping. Decorative plants growing within a tended garden or yard which are appropriately irrigated, maintained and located to provide aesthetic decoration and functional utility, such as privacy screening, shade, weed suppression and erosion control. The use of fire-resistant plants and the removal of fire hazardous vegetation will enhance fire safety.

Person. Includes any agency of the county, city, district or other local public agency and any individual, firm, association, partnership, business trust, corporations, limited liability company, or company.

Public Nuisance. A declaration by the fire code official that the presence of combustible materials on any parcel creates a fire hazard or threat to public safety (Health and Safety Code 14875 and 14876) or any violation of this code.

Priority Hazard Zone. An area where the threat from wildfire is severe due to proximity to open space, topography, degree of space, density of homes and/or amount of vegetation (native and ornamental), and/or other conditions favorable to fast moving fires.

Response Time. The elapsed time from receipt of call to the arrival of the first unit on scene.

Rubbish. Waste matter, litter, trash, refuse, debris, and dirt on streets or private property in the jurisdiction, which is or when dry may become a fire hazard. See combustible material.

Rural Area. An area generally designated for agricultural or open space uses with parcels more than 10 acres (4.046873ha) in size.

Rural Residential Area. An area generally designated for single-family residential use with parcels between three (1.2140619ha) and 10 (4.046873ha) acres in size.

Sprinkler Alarm and Supervisory System (SASS). A Dedicated Function Fire Alarm System located at the protected premise installed specifically to monitor sprinkler waterflow alarm, valve supervisory, and general trouble conditions where a Building Fire Alarm is not required.

Streets. Includes alleys, parkways, driveways, sidewalks, and areas between sidewalks and curbs, highways, public right of ways, private road, paper street and, easements.

Substantial Addition. The addition of new gross floor area exceeds fifty percent of the existing gross floor area and the total new gross floor area is 5,000 square feet or greater.

Substantial Alteration. Where fifty percent or greater of the linear length of the wall of the building (exterior and interior) and fifty percent of the roof are removed or replaced within a one-year period.

Temporary Fire Department Access Road. A temporary, all-weather roadway constructed and maintained for the purpose of providing fire apparatus access to buildings, structures, or portions of a site under development until such time as the permanent fire apparatus access road is installed and approved. Temporary access roads shall be designed, constructed, and maintained to support the imposed loads of fire apparatus, provide the required width and vertical clearance, and remain clear and unobstructed at all times during construction.

Temporary Fire Department Access Road for Construction. An approved temporary roadway for emergency vehicle use during construction of residential subdivision projects.

Temporary Fire Department Access Road for Construction of One (1) Residential (R3) Unit. A temporary roadway for emergency vehicle use during construction of an individual residential (R3) structure where a fire department access road is required as part of the project.

Temporary Water Supply. Water stored for firefighting purposes in an approved aboveground tank during combustible construction.

Tree Litter. Any limbs, bark, branches, and/or leaves in contact with other vegetation or left to gather on the ground.

Weeds. All weeds growing upon streets or private property in the jurisdiction, including any of the following:

1. Weeds that bear seeds of a fluffy nature or are subject to flight.
2. Sagebrush, chaparral (including Chamise, Coyote Brush/Greasewood, Brooms, and Buckwheat), and any other brush or weeds that attain such large growth as to become, when dry, a fire menace to adjacent improved property.
3. Weeds that are otherwise noxious or dangerous;
4. Poison oak and poison sumac when the conditions of growth constitute a menace to public health.
5. Dry grass, brush, tree litter, litter, or other flammable materials that endanger the public safety by creating a fire hazard.

C. Chapter 3. General Precautions Against Fire.

Section 304.3.5 is added, to read:

304.3.5 Clothes Dryers. Clothes dryers shall be frequently cleaned to maintain the lint trap, mechanical and heating components, vent duct, and associated equipment free from accumulations of lint and combustible materials.

Section 308.1.4, Exception 1 is amended to read:

Exception 1. Residential Occupancies.

Section 324 is added to Chapter 3, to read:

SECTION 324 Exterior Fire Hazard Control.

324.1 Subsurface Fires.

324.1.1 Peat Fire. It is the duty of each person, firm, corporation, or association not to permit a peat fire or a fire involving combustible vegetable matters under the surface of the natural ground to remain upon the property. It is hereby declared that it is the duty of any person as herein defined to take all necessary precautions to extinguish any subsurface fire involving peat or vegetable material at the owner's own cost and expense.

324.1.2 Fire Suppression Costs. If there exists upon the lands or property of any person as herein defined a subsurface fire involving the burning or combustion of peat, vegetable matter, or vegetation, and the owner or occupant thereof has not taken reasonable precautions within a reasonable time to extinguish or minimize such fire or combustion, the Fire District may, in addition to its regular duties to extinguish or minimize such fire or combustion, go upon the lands of any person as herein defined and extinguish such fire or combustion. Any costs incurred by the Fire District in fighting the fire and for the cost of proving rescue or emergency medical services shall be a charge against the property owner. The charge shall constitute a debt of the property owner and is collectable by the

jurisdiction incurring those costs in the same manner as in the case of an obligation under a contract, express or implied. (See Health and Safety Code, §13009.)

Section 325 is added to Chapter 3, to read:

SECTION 325 Automobile Wrecking Yards.

325.1 General. The operation of automobile wrecking yards shall be in accordance with this section.

325.2 Definitions. The following terms are defined in Chapter 2:

Automobile Dismantling Automobile Wrecking Yard

325.3 Requirements.

325.3.1 Permits. An operational fire code permit is required as in Section 105.6.53.

325.3.2 Fire Apparatus Access Roads. Fire apparatus access roads shall be constructed throughout the site in accordance with this code and shall be maintained clear of all vehicles and stored items.

325.3.3 Welding and cutting. Welding and cutting operations shall be conducted in an approved location, clear of all flammable liquids and combustible materials, including weeds, tires, and all other debris.

325.3.4 Housekeeping. Combustible rubbish accumulated on site shall be collected and stored in approved containers, rooms, or vaults of noncombustible materials.

Combustible vegetation, cut or uncut, shall be removed when determined by the fire code official to be a fire hazard.

325.3.5 Fire Protection. Offices, storage buildings, and vehicles used for site operations shall each be provided with at least one portable fire extinguisher with not less than a 4-A: 40-B-C rating. When required by the fire code official, additional fire extinguishers shall be provided.

325.3.6 Tire storage. Tires shall be stored in racks or in a manner as approved by the fire code official.

325.3.6.1 Distance from Water Supply. Tire storage shall be located on-site and no further than 500 feet from a fire hydrant or an approved water supply as determined by the fire code official.

325.3.7 Storage Piles. Storage piles shall be located a minimum of 20 feet from property lines and shall have an unobstructed access road on all sides of not less than 20 feet.

325.3.8 Burning operations. The burning of salvaged vehicles and salvaged or waste materials is prohibited.

325.3.9 Motor vehicle fluids. Motor vehicle fluid shall be drained from salvaged vehicles when such liquids are leaking onto the ground and prior to dismantling or removing engine/motor parts.

325.3.9.1 Mitigation of leaking fluids. Precautions shall be taken to prevent fluids from salvaged vehicles from leaking onto the ground. Supplies or equipment capable of mitigating leaks from fuel tanks, crankcases, brake systems, and transmissions shall be kept available on site. Single-use plugs, diking, and absorbent materials shall be disposed of as hazardous waste and removed from the site in a manner in accordance with federal, state, and local requirements.

325.3.10 Fuel tanks. Fuel tanks of salvaged vehicles shall be emptied of all flammable (gasoline, diesel) fuels in an approved manner and stored in approved tanks.

325.3.10.1 Repair of vehicle fuel tanks. The repair of fuel tanks, including cutting, welding, or drilling of any kind, is prohibited.

325.3.11 Lead acid batteries. Lead acid batteries shall be removed from all salvaged vehicles and stored in an approved manner in a location approved by the fire code official.

D. Chapter 4. Emergency Planning and Preparedness.

Section 401.5.1 is added to read:

4.1.5.1 Nuisance Fire Alarm. A fee may be charged for false/ or nuisance fire alarms in accordance with a fee schedule adopted by the Board of Directors.

Section 401.10 is added to read:

401.10 Aerial Pre-Plans. For all new construction the fire official is authorized to require a fire aerial pre-plan to be prepared by an approved vendor at the cost of the developer.

Section 401.11 is added to read

401.11 Standby Personnel. Where, in the opinion of the fire code official or Fire Chief, it is essential for public safety in a place of assembly, or any other place where people congregate, because of the number of persons, or the nature of the performance, exhibition, display, contest, or activity, the owner, agent, or lessee shall provide standby personnel as required and approved by the fire code official or Fire Chief. If the activity requires fire watch, fire watch shall be provided in accordance with Sections 403.11.1.1 and 403.11.1.2.

Standby personnel needed for EMS standby shall be provided in accordance with Contra Costa County EMS Protocols.

E. Chapter 5. Fire Service Features.

Section 5.3.1.1 is amended to read:

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. Exceptions:

1. The fire code official is authorized to increase the dimension to 250 feet where the building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
2. Where approved by the fire code official, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities

Section 503.1.4 is added to read:

503.1.4 Access to open spaces. When access to open land/space or fire trail systems maintained for public or private use is obstructed by new development of any kind, the developer shall provide alternate acceptable access into the area that is sufficient to allow access for fire personnel and apparatus. The alternate means of access requires the approval of the fire code official.

Section 503.1.5 is added to read:

503.1.5 Existing fire trail systems shall be maintained. When conditions make maintenance of existing trails impractical, alternate means of access shall be provided and requires approval by fire code official.

Section 503.2.1 is amended by adding the following exception:

Exception: A driveway with a minimum width of 16 feet is acceptable for access to one or two single-family dwellings.

Section 505.3 is added, to read:

505.3 Street names and addressing. Street names and addressing shall be submitted for review and approval to the fire code official, whose approval will not be unreasonably withheld. The purpose of the review is to verify that new street names and addressing will not duplicate existing street names and addressing.

Section 506.2.1 is added to read:

506.2.1 Knox Box upgrade. All current businesses and occupancies with current Knox Boxes shall upgrade their lockbox to the eCore Technology by December 31, 2028

F. Chapter 6. Building Services and Systems.

Section 605.3.1 is added to read:

605.3.1 Spark Arrestors. All Chimneys attached to any appliance or fireplace that burns solid fuel shall be equipped with an approved spark arrestor per CBC 2113.9.2

G. Chapter 9. Fire Protection Systems.

Section 901.6.3 is amended to read:

901.6.3 Records. Records of all system inspections, tests, and maintenance required by the reference standards shall be submitted to a third party electronic record keeping service as chosen by the fire district.

Section 902.1 is amended to add:

Substantial Addition. The addition of new gross floor area exceeds fifty percent of the existing gross floor area and the total new gross floor area is 5,000 square feet or greater.

Substantial Alteration. Where fifty percent or greater of the linear length of the wall of the building (exterior and interior) and fifty percent of the roof are removed or replaced within a one-year period.

Section 903.2.1.1 is amended to read:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex.

Section 903.2.1.3 is amended to read:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3

occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 10,000 square feet, contains more than one fire area containing exhibition and display rooms, and is separated into two or more buildings by firewalls of less than 4-hour fire resistance rating without openings.

Section 903.2.1.4 is amended to read:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Section 903.2.2 is amended in its entirety, to read:

903.2.2 Group B. An automatic sprinkler system shall be provided for Group B occupancies and intervening floors of the building where the fire area exceeds 5,000 square feet.

903.2.2.1 Ambulatory care facilities. An automatic sprinkler system shall be installed throughout the entire floor containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.
3. In buildings where ambulatory care is provided on levels other than the level of exit discharge, an automatic sprinkler system shall be installed throughout the entire floor as well as all floors below where such care is provided, and all floors between the level of ambulatory care and the nearest level of exit discharge, the level of exit discharge, and all floors below the level of exit discharge.

Exception: Floors classified as an open parking garage are not required to be sprinklered.

Section 903.2.4 is amended to read:

903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 2,000 square feet in area.
Exception: An automatic sprinkler system is not required in any Group E Day Care Facility less than 5,000 square feet.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.
Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.
3. The Group E fire area has an occupant load of 300 or more.
4. In rooms or areas with special hazards such as laboratories, vocational shops, and other such areas where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.
5. Throughout any Group E structure greater than 4,000 square feet in area, which contains more than one fire area, and which is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings.
6. For public school state-funded construction projects, see Section 903.2.19.
7. For public school campuses, Kindergarten through 12th grade, see Section 903.2.20.

Section 903.2.4 is amended to read:

903.2.5 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 5,000 square feet.
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.
4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeding 2,500 square feet (232 m²).

Section 903.2.4.4 is added to read:

903.2.4.4 Group F-2. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-2 occupancy greater than 5,000 square feet.

Section 903.2.7 is amended to read:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 5,000 square feet.

2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.
4. A Group M occupancy (is) used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet.
5. The structure exceeds 5,000 square feet, contains more than one fire area containing a Group M occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings.

Section 903.2.8 is amended to read:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all Group R occupancies. An automatic sprinkler system shall be installed in new manufactured homes, new mobile homes, and multifamily manufactured homes with two dwelling units, including those located in mobile home parks, in accordance with Title 25 of the California Code of Regulations.

Section 903.2.8.1.1 is added, to read:

903.2.8.1.1 Group R-3 Substantial Addition or Alteration. An automatic sprinkler system shall be provided throughout all existing Group R-3 dwellings where either of the following occurs:

1. Substantial Addition. The addition of new gross floor area exceeds fifty percent of the existing gross floor area and the total new gross floor area is 3,600 square feet.
2. Substantial Alteration. Where fifty percent or greater of the linear length of the wall of the building (exterior and interior) and fifty percent of the roof are removed or replaced within a one-year period.

Section 903.2.9 is amended to read:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5,000 square feet.
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.
4. A Group S-1 occupancy used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet.

Section 903.2.9.1 is amended to read:

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the California Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet.
2. Buildings not more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet.
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 5,000 square feet.

Section 903.2.10.1 is amended to read:

903.2.10.1 Group S-2 parking garages. An automatic sprinkler system shall be provided throughout buildings classified as parking garages where any of the following conditions exists:

1. Where the fire area of the enclosed parking garage, in accordance with Section 406.6 of the California Building Code, exceeds 5,000 square feet.
2. Where the enclosed parking garage, in accordance with Section 406.6 of the California Building Code, is located beneath other groups.
Exception: Enclosed parking garages located beneath Group R-3 occupancies.
3. Where the fire area of the open parking garage, in accordance with Section 406.5 of the California Building Code, exceeds 48,000 square feet.

Section 903.2.10.3 is added to read:

903.2.10.3 Group S-2 low hazard storage. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-2 occupancy exceeding 5,000 square feet.

Exception: Open parking garages, including canopies and photovoltaic panel systems with open parking underneath, shall meet automatic sprinkler system requirements in accordance with the 2025 California Building Code and 2025 California Fire Code without local amendment.

Section 903.3.1.1.4 is added to read:

903.3.1.1.4 Undeclared Use. In buildings of undeclared use with floor to structure height greater than 14 feet, the fire sprinkler system shall be designed to conform to Extra Hazard Group I design density. In buildings of undeclared use with floor to structure height less than 14 feet, the fire sprinkler system shall be designed to conform to Ordinary Group II design density. Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the owner and/or the occupant to upgrade the system.

Section 903.3.1.3 is amended to read:

903.3.1.3 Sprinkler Systems for One and Two family dwellings. Automatic sprinkler systems for one- and two-family dwellings shall be permitted to be installed in accordance with section 903.3.1.3.1.

Section 903.3.1.3.1 is added to read:

903.3.1.3.1 Pipe limitations. Where CPVC pipe is installed above the insulation or is otherwise located in an unconditioned space, such as in an attic space, or a garage without conditioned living space above, CPVC pipe shall be adequately insulated to a minimum R-19 value, or equivalent, or pipe shall be limited to Type K or L copper, or ferrous piping.

Section 903.3.5.3 is added to read:

903.3.5.3 Non-permissible water supply storage. Swimming pools and ponds shall not be considered water storage for the purposes of Section 903.3.5.

Section 903.3.9 is amended to read:

903.3.9. Floor control valves. Individual floor control valves and water flow detection assemblies shall be provided for each floor in multi-floor buildings at an approved location.

Exception: Group R-3 and R-3.1 Occupancies.

Section 903.4.2 is amended to read:

903.4.2 Alarms. One approved audible and visual device shall be connected to every automatic sprinkler system at an approved location. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Audible and visual alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Section 903.6.1 and 903.6.2 are added to read:

903.6.1 Substantial Addition. An automatic sprinkler system shall be provided throughout all existing R-3 Occupancy buildings where a substantial addition occurs and the total new gross floor area of the structure exceeds 3,600 square feet. Group R-3 substantial additions or alterations shall comply with Section 903.2.8.1.1.

903.6.2 Change of occupancy classification. Any existing building that undergoes a change of occupancy classification into a higher hazard category shall comply with the requirements of Section 903.2. Relative hazard categories of occupancy groups shall be established based upon the Heights and Areas Hazard Categories of Table 1011.5 of the

current edition of the International Existing Building Code, as published by the International Code Council. The requirements of Section 903.2 shall not be required when a change of occupancy classification is made to an equal or lesser hazard category. Group L occupancies shall be considered a relative hazard of 1 (highest hazard).

Section 907.4.4 is added to read:

907.4.4 Monitoring of other fire systems. In buildings equipped with a fire alarm system or sprinkler alarm and supervisory service (SASS) system, where other fire suppression or extinguishing systems are installed in the building (including, but not limited to commercial kitchen suppression systems, pre-action fire suppression systems, dry chemical systems, and clean agent systems), these other suppression systems shall be monitored by the SASS dedicated function fire alarm system and transmitted as a specific signal to the Central Station. The system shall be monitored in compliance with Section 907.6.6.

Section 907.5.2.3.1 is amended to read:

907.5.2.3.1 Public and common areas. Visible alarm notification appliances shall be provided in public use areas and common use areas, including but not limited to:

1. Sanitary facilities including restrooms, bathrooms, shower rooms, and locker rooms.
2. Corridors, hallways, and aisles with shelving and/or fixtures obstructing the required light intensity for that area.
3. Music practice rooms.
4. Band rooms.
5. Gymnasiums.
6. Multipurpose rooms.
7. Occupational shops.
8. Occupied rooms where ambient noise impairs hearing of the fire alarm.
9. Lobbies.
10. Meeting/Conference rooms.
11. Classrooms.
12. Medical exam rooms.
13. Open office areas.
14. Sales floor areas.
15. Break or lunch rooms
16. Copy or work rooms.
17. Computer server rooms exceeding 200 sq. ft.
18. File or Storage rooms exceeding 200 sq. ft.

Section 907.6.6 is amended to read:

907.6.6 Monitoring of fire alarm systems. A fire alarm system required by this chapter, or by the California Building Code, shall be monitored by a UL-listed Central Station service in accordance with NFPA 72 and this code.

Exception: Monitoring by a UL-listed central station is not required for:

1. Single- and multiple-station smoke alarms required by Section 907.2.10.
2. Group 1-3 occupancies shall be monitored in accordance with Section 907.2.6.3.
3. Residential Day Care Facilities (occupancy load of 14 or less).
4. One- and two-family dwellings.
5. Residential Care Facilities licensed by the state with an occupant load of 6 or less.
6. Occupancies with local fire alarm system that will give an audible and visible signal at a constantly attended location, as approved by the Fire Code Official.

Section 907.6.7 is added to read:

907.6.7 Certification. New fire alarm systems shall be UL-Certified. A Certificate of Completion and other documentation as listed in NFPA 72 shall be provided for all new fire alarm system installations. It is the responsibility of the building owner or owner's representative to obtain and maintain a current and valid Certificate.

Section 907.6.7.1 is added to read:

1.6.7.1.1 Posting of Certificate. The UL Certificate shall be posted in a durable transparent cover within three feet of the fire alarm control panel within 45 days of the final acceptance test/inspection.

H. Chapter 10. Means of Egress.

Section 1028.5.1 is added to read:

1028.5.1 Exit discharge surface. Exterior exit pathway surfaces shall be suitable for pedestrian use in inclement weather and shall terminate at a public way as defined in the California Building Code.

I. Chapter 33. Fire Safety During Construction and Demolition.

Section 3303.1.2 is added to read:

3303.1.2 Amendments. Amendments may be required to an approved site safety plan if deemed necessary by both the building official and fire official, based on previous fires or hazards that occurred on site or occurring within the jurisdiction.

Section 3303.1.3 is added to read:

3303.1.3 Site Security requirements. Site security requirements shall include the following if deemed necessary by both the building official and fire official:

1. Controlled access points.
2. Site fencing, up to 12 feet in height with tamper sensors and security wires on top.
3. Security guards, full-time 24/7 presence on-site, to perform fire watch and patrols.
4. Detection check points located throughout the buildings for fire watch and patrol verification.
5. Security camera coverage throughout the site with motion detection notifications.
6. Identify measures taken to prevent tampering with security cameras and motion sensors.
7. Necessary lighting throughout the project site.

Section 3319 Asbestos Removal is added to read as follows:

3319.1 General. Operations involving removal of asbestos or asbestos-containing materials from buildings shall be in accordance with Section 3319.

Exception: Section 3319 does not apply to the removal of asbestos from:

1. Pumps, valves, gaskets and similar equipment.
2. Pipes, ducts, girders or beams that have a length less than 21 linear feet (6400 mm).
3. Wall or ceiling panels that have an area of less than 10 square feet (0.93 m²) or a dimension of less than 10 linear feet (3048 mm).
4. Floor tiles when their removal can be completed in less than four hours.
5. Group R-3 occupancies.

3319.2 Notification. The fire code official shall be notified 24 hours prior to the commencement and closure of asbestos-removal operations. The permit applicant shall notify the building official when asbestos abatement involves the removal of materials that were used as a feature of the building's fire resistance.

3319.3 Plastic Film. Plastic film that is installed on building elements shall be flame resistant as required for combustible decorative material, in accordance with Section 807.

3319.4 Signs. Approved signs shall be posted at the entrance, exit and exit-access door, decontamination areas and waste disposal areas for asbestos-removal operations. The signs shall state that asbestos is being removed from the area, that asbestos is a suspected carcinogen, and that proper respiratory protection is required. Signs shall have a reflective surface. Lettering shall be a minimum of 2 inches (51 mm) high.

H. Chapter 41 Temporary Heating and Cooking Operations

Section 4104.2 is amended to read:

4104.2 Open-flame cooking devices. Charcoal burners and other open-flame cooking

devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. Residential occupancies
2. Where buildings, balconies and decks are protected by an automatic sprinkler system.
3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 2 1/2 pounds.

I. Chapter 50. Hazardous Materials - General Provisions.

Section 5001.5.1 is amended to add item number 10 and 11 to read as follows:

10. Fire Department related safety equipment
 - A. Fire alarm control panel (FACP).
 - B. Sprinkler riser.
 - C. Fire department connection (FDC).
 - D. Knox Box location.
 - E. Gas valve shutoff.
 - F. Electrical main shutoff.
 - G. Water shutoff.
 - H. Elevator equipment room.
11. A Site Fire/Explosion/Hazardous Material Release Analysis Assessment. A Fire Protection Engineer (FPE) stamped risk assessment is required for each possible hazard risk associated with fire, explosion, smoke, and toxicity associated with the possible incident at a facility that is identified as a bulk transfer/process/storage facility. Refer to NFPA 550 & 551 for references.

Section 5001.5.3 is added to read:

5001.5.3 Emergency response support information. Floor plans, material safety data sheets, Hazardous Materials Management Plans (HMMP), Hazardous Material Inventory Statements (HMIS), and other information must be stored at a readily accessible location; as determined by the fire code official. This location may be in cabinets located outside of facilities or buildings. Information may be required to be maintained in a specific electronic media format to facilitate computer aided dispatching.

Section 5003.9.1.2 is added to read:

5003.9.1.2 Documentation. Evidence of compliance with provisions of this chapter as well as with state and federal hazardous material regulations shall be maintained on site and available for inspection by fire department personnel.

J. Chapter 56. Explosives and Fireworks.

Section 5601.1.3 is amended to read as follows:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited within jurisdiction of the District.

Exceptions:

1. Storage and handling of fireworks by a Public Safety Agency.
2. Manufacture, assembly and testing of fireworks as allowed in [Section 5605](#) and *Health and Safety Code Division 11*.
3. The use of fireworks for fireworks displays pyrotechnics before a proximate audience and pyrotechnic special effects in motion pictures, television, theatrical or group entertainment productions as allowed in Title 19, Division 1, Chapter 6 Fireworks reprinted in Section 5608 and Health and Safety Code Division 11.
4. Snap Caps and Party Poppers classified by the State Fire Marshal as pyrotechnic devices.

Section 5601.1.3.1 to 5601.1.3.3 is added to read as follows:

5601.1.3.1 Definitions. "Responsible party" means any of the following:

1. A person that owns, rents, leases, or otherwise has possession of, or is in immediate control of, a residence or other private property or a vessel.
2. A person that organizes, supervises, sponsors, conducts, allows, controls, or controls access to, the possession, manufacture, sale, offer for sale, use, or discharge of fireworks at a residence or other private property or on a vessel.

Exception: If a residence or other private property is rented or leased for a period of more than 30 consecutive days, the landlord or lessor is not a responsible party unless the landlord or lessor: has possession of, or is in immediate control of, the residence or other private property; or has knowledge of the possession, manufacture, sale, offer for sale, use, or discharge of fireworks at the residence or other private property.

Section 5601.1.3.2 Responsible party liability. A responsible party shall maintain, manage, and supervise the residence or other private property, or vessel, for which they are responsible to prevent violations of this chapter. A responsible party violates this chapter if any person possesses, manufactures, sells, offers to sell, uses, or discharges, any fireworks at the residence or other private property, or on the vessel, for which the responsible party is responsible, regardless of whether the responsible party is present when the violation occurs.

Section 5601.1.3.3 Infraction arrest and citation. Any Fire Official and any City, County, or State Peace Officer, shall have and are hereby vested with the authority to arrest any person who violates the following provisions of the Code and other codes as indicated, punishable as an infraction or an administrative citation.

Section 5601.2.2 is amended to read as follows:

5601.2.2 Sale and retail display. No person shall construct a retail display or offer for sale any explosives, explosive materials, or fireworks within the jurisdiction. Exception: Snap Caps and Party Poppers classified by the State Fire Marshal as pyrotechnic devices.

Section 5601.2.4 is amended to read as follows:

5601.2.4 Financial responsibility. Before a permit is issued pursuant to Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of \$2,000,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The fire code official is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

Exception: Fireworks in accordance with California Code of Regulations, Title 19, Division 1

K. Chapter 6. See Section 5608.

L. Chapter 57. Flammable and Combustible Liquids.

Section 5703.3 is amended to read:

5703.3 Facility site Fire/Explosion/Hazardous Material Release Analysis Assessment. A Fire Protection Engineer (FPE) stamped risk assessment is required for each possible hazard risk associated with fire, explosion, smoke, and toxicity associated with the possible incident at a facility that is identified as a bulk transfer/process/storage facility when required by the fire official. Refer to NFPA 550 & 551 for references

Section 5703.3.1 is added to read:

5703.3.1 Facility site Fire/Explosion/Hazardous Material Release Analysis Assessment. A Fire Protection Engineer (FPE) stamped risk assessment is required for each possible hazard risk associated with fire, explosion, smoke, and toxicity associated with the possible incident at a facility that is identified as a bulk transfer/process/storage facility when required by the fire official. Refer to NFPA 550 & 551 for references.

Section 5704.2.9.6.1 is amended to read as follows:

Section 5704.2.9.6.1 Locations where above-ground tanks are prohibited. The storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited in all zoning districts except districts zoned for commercial, industrial, or agricultural uses.

Exception: Above-ground tanks for the purpose of emergency power generator installations in areas zoned commercial, industrial, agricultural, business district, rural or

rural residential, and for facilities on an individual basis consistent with the intent of this provision.

Section 5706.2.4.4 is amended to read:

Section 5706.2.4.4 Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-ground tanks is prohibited in all zoning districts except district zoned for commercial, industrial, or agricultural uses.

Exception: Above-ground tanks for the purpose of emergency power generator installations in areas zoned commercial, industrial, agricultural, business district, rural or rural residential, and for facilities on an individual basis consistent with the intent of this provision.

M. Chapter 58. Flammable Gasses and Flammable Cryogenic Fluids.

Section 5806.2 is amended to read as follows:

5806.2 Limitation. The storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited in any area which is zoned for other than industrial use. Exception: Liquid hydrogen fuel systems in compliance with Section 5806.3 or 5806.4.

N. Chapter 61. Liquefied Petroleum Gases.

Section 6103.2.1.7 is amended to read:

6103.2.1.7 Use for food preparation. Individual portable L-P containers used, stored, or handled inside a building classified as a Group A, Group B, or Group M occupancy for the purposes of cooking, food display, or a similar use, shall be limited in size to one quart capacity and shall be of an approved type. The number of portable containers permitted will be at the discretion of the fire code official. LP-gas appliances used for food preparation shall be listed for such use in accordance with the California Mechanical Code and NFPA 58.

Section 6104.2 is amended to read:

6104.2 Maximum capacity within established limit. The storage of liquefied petroleum gas is prohibited in any central business district and in all zoning districts except districts zoned for commercial, industrial, rural, or agricultural uses. The aggregate capacity of any one installation used for the storage of liquefied petroleum gas shall not exceed a water capacity of 2,000 gallons (7570 L).

O. Chapter 80. Referenced Standards.

Chapter 80 is amended by adding the following referenced standards:

NFPA 3 (2021): Recommended Practice for Commissioning of Fire Protection and Life Safety Systems.

NFPA 850 (2020): Recommended Practice for Fire Protection for Electric Generating Plants and High Voltage Direct Current Converter Stations.

Chapter 80 is further amended by amending the NFPA 13D (2022) (Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes) standard as follows:

Section 7.7.1 is added, to read:

7.7.1 Where CPVC pipe is installed above the normal insulation in an unconditioned space, such as in an attic space, or a garage without conditioned living space above, CPVC pipe shall be adequately insulated to a minimum R-19 value, or equivalent, or pipe shall be limited to Type K or L copper, or ferrous piping.

Section 8.3.5.1.2 is amended to read:

8.3.5.1.2 Where fuel-fired equipment is below or on the same level as occupied areas of the dwelling unit, at least one quick-response intermediate temperature sprinkler shall be installed above the equipment or at the wall separating the space with the fuel-fired equipment from the occupied space. In unconditioned spaces, CPVC pipe shall be adequately insulated to a minimum R-19 value, or equivalent, or pipe shall be limited to Type K or L copper, or ferrous piping.

P. Appendix B. Fire-Flow Requirements for Buildings.

Table B105.2 is amended to read:

TABLE B105.2 Required Fire-Flow for Buildings Other Than One- and Two-Family Dwellings, Group R-3 and R-4 Buildings and Townhouses

AUTOMATIC SPRINKLER SYSTEM (DESIGN STANDARD)	MINIMUM FIREFLOW (GALLONS PER MINUTE)	FLOW DURATION (HOURS)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the California Fire Code	50% of the value in Table B105.1(2) ^a	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the California Fire Code	% of the value in Table B105.1(2) ^a	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute= 3.785 Liters

a. The reduced fire-flow shall be not less than 1,500 gallons per minute.

Appendix C. Fire Hydrant Locations and Distribution.

Table C102.1 is amended as follows:

The title of Table C102.1 is amended to read: TABLE C102.1 REQUIRED NUMBER AND

SPACING OF FIRE HYDRANTS (footnote hand J)

The heading of the fourth column of Table C102.1 is amended to read:

MAXIMUM DISTANCE FROM ANY POINT ON STREET OR ROAD
FRONTAGE TO A HYDRANT (d, f, g, i)

Footnotes "i" and "j" are added to Table C102.1, to read:

- i. A fire hydrant shall be provided within 250 feet of a fire trail access point off a public or private street.

For infill projects within existing single-family residential developments, Section 507.5.1 applies

Q. Appendix D. Fire Apparatus Access Roads.

Section D102.1 is amended to read:

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete, or other approved all-weather driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds (34,050 kg) in accordance with Caltrans Design Standard HS- 20-44.

Exception: Driveways serving one or two single-family dwellings may be constructed of an alternate surface material, providing the imposed weight load design minimums are met and the grade does not exceed 10 percent.

Section D103.2 is amended to read:

D103.2 Grade. Fire department access roadways having a grade of between 16 percent and 20 percent shall be designed to have a finished surface of grooved concrete sufficient to hold a 44,000 pound (19,958 kg) traction load. The grooves in the concrete surface shall be 1/2 inch (13 mm) wide by 1/2 inch (13 mm) deep and 1 1/2 inch (38 mm) on center and set at a 30 to 45-degree angle across the width of the roadway surface. No grade shall exceed 20 percent, nor shall the cross slope exceed 8%, unless authorized in writing by the fire code official.

Section D103.2.1 is added to read:

D103.2.1 Angles of approach and departure. The angles of approach and departure for any means of access shall not exceed 10 percent at 10 feet of the grade break.

Section D103.3 is amended to read:

D103.3 Turning radius. Based on a minimum unobstructed width of 20 feet, a fire apparatus access roadway shall be capable of providing a minimum standard turning radius of 25 feet (7,620 mm) inside and 45 feet (13,716 mm) outside.

Figure D 103.1 is amended to read:

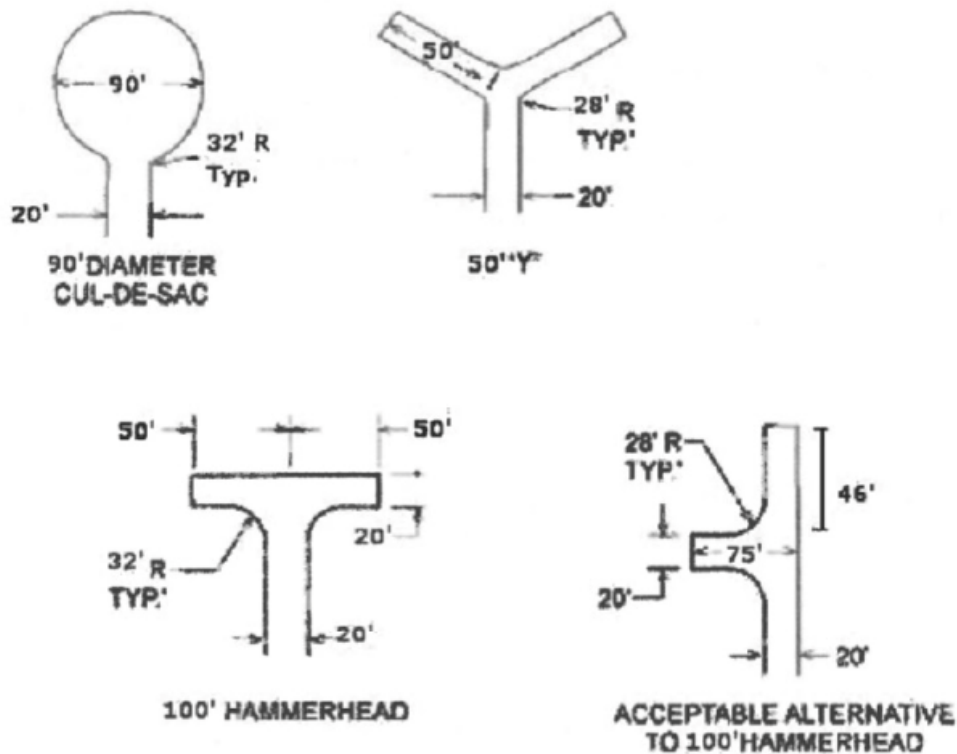


Table D103.4 is amended to read:

Table D103.4 REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	MINIMUM WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20 ^a	None required
151-750	20 ^a	100-foot Hammerhead, 50-foot "Y", 75-foot Shunt or 90-foot-diameter cul-de-sac in accordance with figure D103.1
Over 750	Special approval required ^b	

a. A driveway with a minimum width of 16 feet is acceptable for access to no more than two single-family dwellings.

- b. Any fire apparatus access roadway or driveway that is approved to be less than 20 feet wide and to exceed 750 feet in length shall have outsets or turnouts every 300 feet along the length of the road or driveway, or at locations approved by the fire code official. Each outset or turnout shall be of the following dimensions: an 8-foot-wide turnout that extends at least 40 feet in length.

Section D103.5 is amended as follows:

Criteria 1 of Section D103.5 is amended to read:

- 1. The minimum clear width shall be 20 feet (6096mm).
Exception: For access to one or two single-family dwellings, 16 feet clear width is acceptable.

Criteria 9 is added to Section D103.5, to read:

- 9. All gates shall be installed and located a minimum of 30 feet off the street.
Section D103.6.1 is amended to read:

Criteria 10 is added to Section D103.5, to read:

- 10. At the discretion of the Fire District, a Click2Enter system shall be installed for emergency access.

Section D 103.6 is amended to read:

D103.6 Signs. Where required by the fire code official, fire apparatus access roads shall be marked with permanent “NO PARKING—FIRE LANE” signs.

- 1. Roadways 20 feet wide. Fire lane signs shall be posted on both sides of the road.
- 2. Roadways 21 to 28 feet wide. Fire lane signs shall be posted on one side of the road, as determined by the fire code official.
- 3. Emergency evacuation routes. As adopted by the local governing body as part of the local emergency evacuation plan, Fire lane signs shall be posted as designated by the fire code official, regardless of roadway width.
- 4. Enforcement. Fire lane restrictions established under this section shall be enforceable by both the fire code official and local law enforcement. Local law enforcement agencies are authorized to issue citations, order the removal of vehicles, and take other enforcement actions necessary to maintain fire apparatus access roads clear of obstructions. Vehicles parked in violation of this section may be cited and towed at the owner’s expense.

D103.6.1 Roads less than 28 feet in width. Fire apparatus access roads less than 28 feet wide shall be posted on both sides as a fire lane.

Section D103.6.2 is amended to read:

D103.6.2 Roads 28 feet in width or greater, but less than 36 feet in width. Fire apparatus access roads 28 feet wide or greater, but less than 36 feet wide, shall be posted on one side of the road as a fire lane.

Section D106.1 is amended by deleting the exception and to read:

D106.1 Projects having more than 100 dwelling units. Multiple-family residential projects having more than 100 dwelling units shall be provided with two separate and approved fire apparatus access roads and shall meet the requirements of Section D104.3.

Section D106.2 is deleted.

15.20.040 APPEALS.

Whenever the Fire Chief disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Fire Chief to the City Council within fifteen (15) days from the date of the decision.

15.20.050 NEW MATERIALS, PROCESSES OR OCCUPANCIES WHICH MAY REQUIRE PERMITS.

The City Council and Fire Chief shall act as a committee to determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those now enumerated in the Fire Code. The Fire Chief or designee shall post such list in a conspicuous place at the offices of the fire prevention bureau and distribute copies thereof to interested persons.

15.20.060 VIOLATION - PENALTY.

A. Any person who violates any of the provisions of the California Fire Code as adopted and amended in this chapter or fails to comply therewith, or who violates or fails to comply with any order made thereunder, or who builds in violation of any details statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who fails to comply with such order as affirmed or modified by the City Council or by a court of competent jurisdiction, within the required time, shall severally for each and every such violation and noncompliance, respectively, be guilty of a misdemeanor, punishable by a fine of not less than seventy-five dollars (\$75.00) nor more than five hundred dollars (\$500.00) or by imprisonment in the county jail for a period of time not to exceed six (6) months, or by both such fine and imprisonment. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense.

B. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

Chapter 15.22
California Wildland-Urban Interface Code

Sections:

- 15.22.010 California Wildland-Urban Interface Code- Adoption.
- 15.22.020 California Wildland-Urban Interface Code- Amendments.

15.22.010 CALIFORNIA WILDLAND-URBAN INTERFACE CODE- ADOPTION.

The City of Pinole hereby adopts the 2025 California hereby adopt the 2025 California Wildland-Urban Interface Code. These regulations shall be known as the California Wildland-Urban Interface Code, may be cited as such, and will be referred to herein as “this code.” The California Wildland-Urban Interface Code is Part 7 of thirteen parts of the official compilation and publication of the adoption, amendment, and repeal of building regulations to the California Code of Regulations, Title 24, also referred to as the California Building Standards Code. This part incorporates by adoption of the 2024 International Wildland-Urban Interface Code of the International Code Council (ICC) with necessary California amendments including Chapters 1 – 7 and Appendix A, Appendix B, Appendix C, Appendix F, Appendix G, and Appendix H as amended by the changes, additions, and deletions set forth in this ordinance. The 2025 California Wildland-Urban Interface Code, with the changes, additions, and deletions set forth this ordinance, is adopted by this reference as though fully set forth in this ordinance. As of the effective date of this ordinance, the provisions of the wildland-urban interface code are controlling and enforceable within the limits of each jurisdiction.

15.22.020 AMENDMENTS MADE IN THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE

The California Wildland-Urban Interface Code is amended and changed in the following respects:

Section 1.1 – General

Section 1.1.2 is amended to read:

1.1.2 Purpose.

The purpose of this code is to establish minimum requirements to reduce the likelihood of life and property loss due to a wildfire through the use of performance and prescriptive requirements for construction and development in all Fire Hazard Severity Zones in State Responsibility Areas (SRA), and Local Responsibility Areas (LRA) designated as a Very High and High Fire Hazard Severity Zone, increase the ability of buildings located in any Fire Hazard Severity Zone within State Responsibility Areas (SRA), Local Responsibility Area (LRA), or Wildland-Urban Interface (WUI) Areas to resist the intrusion of flames or burning embers projected by a vegetation fire, and contribute to a systematic reduction in conflagration losses and reduce the likelihood of life and property loss due to a wildfire.

SECTION 101—SCOPE AND GENERAL REQUIREMENTS

Section 101.1 is amended to read:

101.1 Title. These regulations shall be known as the *California Wildland-Urban Interface Code* of Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District hereinafter referred to as “this code.”

Section 508 is added to read:

Section 508 - Non-Combustible Fences in Wildland-Urban Interface Fire Areas.

508.1 Scope.

This section applies to:

1. New residential subdivisions containing 30 or more dwelling units within a designated Wildland-Urban Interface Fire Area.

508.2 General Requirement.

All fences regulated by this section shall be constructed of non-combustible materials, or materials approved for a minimum one-hour fire-resistance rating.

508.3 Location.

1. In new developments of 30 or more dwelling units, all perimeter fencing and fencing separating individual lots shall comply with this section.
2. Where a fence abuts a Wildland-Urban Interface Fire Area, any portion of the fence within 30 feet of a structure.
3. Fence posts, gates, and decorative features shall be constructed of non-combustible materials consistent with this section. Exceptions:
 1. Fences located entirely outside a Wildland-Urban Interface Fire Area and not within 30 feet of a structure.
 2. Agricultural or open-space fencing (such as barbed wire, welded wire, or similar non-combustible designs) as approved by the Authority Having Jurisdiction (AHJ).
 3. Temporary fencing for construction or erosion control, provided it is removed within 180 days.

Chapter 15.24
ADMINISTRATIVE CODE

Sections:

- 15.24.010 California Administrative Code - Adoption.
- 15.24.020 Copying and imaging fee.

15.24.010 CALIFORNIA ADMINISTRATIVE CODE - ADOPTION.

The California Administrative Code for the City, sometimes referred to as "the CAC," is the California Administrative Code, 2025 Edition as approved by the California Building Standards Commission, and as published in Title 24, Part 1, of the California Code of Regulations.

15.24.020 COPYING AND IMAGING FEE.

Copying and imaging fees shall be set by resolution of the City Council and reflected in the City's Master Fee Schedule.

Chapter 15.26 VIOLATION – PENALTY

Sections:

- 15.26.010 Violation - Penalty.
- 15.26.020 Violation - Penalty for work without permits.

15.26.010 VIOLATION - PENALTY.

Any person violating any of the provisions of Chapters [15.02](#) through [15.22](#) of this Title shall be deemed guilty of an infraction and may be deemed guilty of a misdemeanor punishable by a fine or imprisonment, as established in the 2022 CBC, section 114, and 2024 IPMC section 109.

15.26.020 VIOLATION - PENALTY FOR WORK WITHOUT PERMITS.

A. 114.4 Violation penalties. (2025 CBC Section 114)

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

B. 109.3 Prosecution of violation. (2024 IPMC)

Any person failing to comply with a notice of violation or order served in accordance with Section 111.4 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

This section classifies a violation as a "strict liability offense," which is defined in Section 202; thus, it is not required to prove that the person intended to violate the code or was negligent in doing so. All that is required for conviction is that the notice of violation for correction was properly served and that the person failed to comply. This aids jurisdictions in prosecuting code violators.

The code official must pursue, with legal counsel of the jurisdiction, legal means to correct the violation.

Any extensions of time for the violations to be voluntarily corrected must be for a reasonable, bona fide cause or the code official may be subject to criticism for "arbitrary and capricious" actions. In general, it is better to have a standard time limitation for correction of violations. Departures from this standard must be for a clear and reasonable purpose, usually stated in writing by the violator. The code provides a mechanism for the municipality to recover costs expended on a property through placing a lien on the property. For example, if an unimproved lot

had to be mown throughout the summer growing season, the cost of the mowing could be recovered through a lien on the property.

C. 109.4 Violation penalties. (2024 IPMC)

Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

An adopting jurisdiction is permitted to assess penalties for violations of the code. The penalties include monetary fines, as well as possible imprisonment. The severity of the fine or penalty is left for the jurisdiction to establish. The local jurisdiction, through its council and attorney or other administrative authority, will normally designate the range for the dollar amount of fines; however, the judge will determine the actual fine. This encourages support and agreement from all parties when enforcement action is taken. Fines should be large enough to discourage noncompliance with the code, but not so large as to be inappropriate for the violation being charged.

Each day a violation continues unabated after proper notice has been served is to be deemed a separate offense and may be charged as such. In general, it is better to cite violations daily. This action may expedite a court hearing or cause the owner to correct the violations rather than risk exorbitant fines or imprisonment. Whether to cite violations daily is a policy decision and should be made in cooperation with the attorney who will prosecute the cases.

Any person who commences work without the necessary permits shall be subject to the following penalties:

- a. Penalties within a twelve (12) month period:
 1. First Offense: an investigation fee equal to the permit fee.
 2. Second Offense: an investigation fee equal to two times the permit fee and a five-hundred-dollar (\$500.00) penalty fee.
 3. Third Offense: an investigation fee equal to three times the permit fee and a one-thousand-dollar (\$1,000.00) penalty fee.
 4. Four or More Offenses: Four or more offenses shall result in referral of the matter to the City Attorney for prosecution.
- b. The foregoing penalties, applicable to first, second, third, and fourth offenses for those commencing work without all necessary permits, supersede any conflicting provisions of this code governing the penalties for violation of any provision thereof. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense.

- c. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

BUILDING STANDARDS COMMISSION

2525 Natomas Park Drive, Suite 130
Sacramento, California 95833-2936
(916) 263-0916 FAX (916) 263-0959

CALIFORNIA BUILDING STANDARDS COMMISSION INFORMATION BULLETIN 25-03

DATE: September 22, 2025

TO: LOCAL BUILDING DEPARTMENTS
STATE AGENCIES AND DEPARTMENTS
CBSC INTERESTED PARTIES

SUBJECT: AB 130 (Chapter 22, Statutes of 2025) and Impact on Process for
Local Amendments to Title 24, California Building Standards
Code

The purpose of this information bulletin is to alert local building departments, state agencies and departments, and interested parties of new requirements in the California Health & Safety Code (HSC) relating to changes in laws governing the Title 24 building standard local amendment process.

Background

[Budget trailer bill AB 130 \(Chapter 22, Statutes of 2025, see Sections 29-31 and 37-42 of the bill\)](#) became effective June 30, 2025, and enacted a moratorium on state and local building standards affecting residential units beginning October 1, 2025, and ending June 1, 2031. This bulletin seeks to provide local agencies guidance on these new laws now in effect.

Residential Units Not Defined

The scope of the moratorium on residential building standards enacted by AB 130 encompasses "residential units," which is currently not defined in statute and regulation. As such, the commission interprets this to mean all Residential Group R occupancies, as listed in Section 310 of the California Building Code (Part 2 of Title 24), as well as detached one- and two-family dwellings and townhouses, as listed in the California Residential Code (Part 2.5 of Title 24). Specifically, the residential Group R occupancies listed in Section 310 of the CBC would include Residential Groups R-1, R-2, R-2.1, R-2.2, R-3, R-3.1, and R-4.

6-year Moratorium on Local Amendments Affecting Residential Units

AB 130 amends Health and Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 relative to local amendments to Title 24, and prohibits cities and counties from making changes that are applicable to residential units, unless one of the following conditions is met:

(1) The changes or modifications 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 commission interprets this to mean a local amendment applicable to residential units being carried forward from a previously filed ordinance (i.e., an ordinance amending the 2022 edition of Title 24) with no material change in regulatory effect to the existing standards.

(2) The commission deems those changes or modifications necessary as emergency standards to protect health and safety.

The commission interprets this to mean a local ordinance that has been adopted on an emergency and/or urgency basis in order to protect the health and safety of the regulated community, and necessitates an emergency/urgency finding or justification be included with the ordinance along with other findings required by state law.

(3) The changes or modifications relate to home hardening.

The term “home hardening” is not defined in statute or regulation. As such, the commission interprets this to mean local amendments to the California Wildland-Urban Interface Code (Part 7 of Title 24). For local amendments that pertain to home hardening outside of Part 7, the commission may review in consultation with the Office of the State Fire Marshal.

(4) The building standards relate to home hardening and are proposed for adoption by a fire protection district pursuant to Section 13869.7.

As a reminder, local amendments made by fire protection districts are required to be filed with the Department of Housing and Community Development (HCD), not the California Building Standards Commission. If such ordinances are submitted to the commission, they will be referred to HCD for consideration.

(5) The changes or modifications are necessary to implement a local code amendment 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.

The commission strongly recommends local agencies include the following information in their filed ordinance:

1. Clearly identify the adopted greenhouse gas reduction strategy and general plan approved on or before June 10, 2025, and

2. Clearly explain how the ordinance incentivizes all-electric construction and complies with federal law in permitting mixed-fuel residential construction.

The commission, in determining that a modification or change meets any of the criteria contained in paragraphs (1) through (5) above, may rely on a statement by the local agency to that effect.

The commission strongly recommends local agencies include a statement that cites the specific exception(s) from AB 130 that authorize all code changes affecting residential units contained within the filed ordinance. The commission will review this statement, along with reviewing the details of each local ordinance submitted to ensure compliance with these new laws.

Local Administrative Standards

The definition of “Building Standard” in Health and Safety Code Section 18909 includes the following statement relative to administrative standards:

Health and Safety Code Section 18909(c) “Building standard” includes a regulation or rule relating to the implementation or enforcement of a building standard not otherwise governed by statute, but does not include the adoption of procedural ordinances by a city or other public agency relating to civil, administrative, or criminal procedures and remedies available for enforcing code violations.”

While the definition of “Building Standard” does not include specified administrative provisions, AB 130 authorizes changes or modifications related to administrative practices that are proposed for adoption during the intervening period pursuant to Section 18942, and exclusively result in any of the following:

(A) Reductions in time for a local agency to issue a postentitlement permit.

(B) Alterations to a local agency’s postentitlement fee schedule.

(C) Modernization of, or adoption of, new permitting platforms and software utilized by the local agency.

(D) Reductions in cost of internal operation for a local agency.

(E) Establishment, alteration, or removal of local programs related to enforcement of building code violations or complaints alleging building code violations.

These administrative changes or modifications made may be filed with the commission and shall be reviewed by the commission, in consultation with the Department of Housing and Community Development, within 60 days of receipt, if requested by the local agency.

The commission interprets this to mean that a local jurisdiction is not required to include these or other administrative provisions which are not building standards within their ordinance, but they may if they choose. However, the commission and department will only review the administrative provisions specified in paragraphs (A) through (E) above if formally requested by the local agency, and requires the local agency to include this formal request in the cover letter or transmission email included with the ordinance filing.

Model Home Design Exception

AB 130 also amended Health and Safety Code 18938.5 relative to model home designs. Notwithstanding other laws, AB 130 authorizes that “the state and local building standards in effect at the time an application for a building permit is submitted, for a residential dwelling based on a model home design approved under those standards, shall apply to all future residential dwellings based on that approved model home design in the same jurisdiction, unless the model home design substantially changes at a later date or 10 years have passed since the building permit for the model home design was approved by the jurisdiction, whichever comes first.”

The commission notes this new provision does not directly affect the programs, policies and laws under its purview (e.g., review/processing of state and local amendments, administration of the building standard code adoption process, codification and publication of Title 24, etc.). Therefore, the commission is unable to provide guidance on this statute and recommends local jurisdictions consult with their legal counsel and/or relevant industry associations.

Next Steps

In most cases, the commission cannot interpret statute on behalf of local authorities having jurisdiction. Due to the breadth and scope of AB 130 and its impact on the Title 24 local amendment process, the commission’s goal is to provide uniform guidance to local jurisdictions and the regulated community and will continue to do so in the months ahead. Once again, the commission recommends that local jurisdictions consult with their legal counsel when implementing these new laws.

If you have any questions concerning this matter, please contact our office at (916) 263-0916 or email your inquiry to cbssc@dgs.ca.gov.

Stoyan Bumbalov

Stoyan Bumbalov
Executive Director



CITY COUNCIL REPORT

10.B.

DATE: OCTOBER 21, 2025
TO: MAYOR AND COUNCIL MEMBERS
FROM: Heba El-Guindy, Public Works Director, helguindy@pinole.gov
SUBJECT: CONDUCT A PUBLIC HEARING AND ADOPT A RESOLUTION ORDERING THE LEVY AND COLLECTION OF THE ANNUAL ASSESSMENTS FOR THE PINOLE VALLEY ROAD LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT OF FISCAL YEAR 2025/26

RECOMMENDATION

Staff recommend that the City Council:

1. Conduct a Public Hearing concerning the levy and collection of assessments as described in the Annual Assessment Report for the Pinole Valley Road Landscape and Lighting Assessment District and consider any and all objections to the assessments.
2. Adopt the attached Resolution approving levy of the assessments for Fiscal Year 2025/26 and ordering their collection.

BACKGROUND

On July 8, 2008, the City Council adopted Resolution 2008-91 forming the Pinole Valley Road Landscape and Lighting Assessment District (District), ordering maintenance work therein, confirming the diagram and assessment, and providing for the levy of annual assessments. The City has installed improvements within the District on Pinole Valley Road between Henry Avenue and Ramona Street. The purpose of the District is to provide a stable funding source for the ongoing operation and maintenance of the following:

- Traffic signals
- Streetlights
- Median landscaping
- Irrigation for the landscaping
- Graffiti removal
- Utilities supplied to traffic signals, streetlights and irrigation
- Administration/operation of the District

REVIEW AND ANALYSIS

On September 16, 2025, the City Council took actions to:

1. Order the annual Engineer's Report (attached) for the Pinole Valley Landscape and

Lighting Assessment District.

2. Declare intention to conduct a Public Hearing.
3. Conduct a Public Hearing.
4. Approve the Engineer's Report for Fiscal Year (FY) 2025/26.

In this October 21, 2025, meeting, it is recommended that the City Council take the following actions, thereby allowing the City to levy and collect the assessments. The City Council approval will be accomplished by adopting the attached Resolution.

1. Declare intention to levy and collect assessments.
2. Declare intention to conduct a Public Hearing concerning the levy of assessments.
3. Conduct a Public Hearing.
4. Approve assessment amounts for FY 2025/26 and order collection of these assessments.

The Pinole Valley Road Landscape and Lighting Assessment District (District) contains two commercial zones, Zone A and Zone B. The assessment rates for FY 2025/26 for Zone A and Zone B are proposed to be increased from the previous year. The proposed rates for FY 2025/26 are \$567.32 per Assessment Unit (AU) for Zone A and \$617.22 per AU for Zone B. An AU is equivalent to an acre of developable property. The proposed assessment represents an annual inflation rate for each of Zone A and Zone B to reflect the increase in maintenance and servicing costs.

Each fiscal year, the greater of the annual Consumer Price Index (CPI) or a 2% is applied to the Maximum Assessment Rate from the previous year. The April 2025 CPI was 1.3%, therefore 2% was applied to the Maximum Assessment Rate of FY 2024/25. The Maximum Assessment Rate per unit in FY 2025/26 becomes \$674.34/AU for Zone A and \$636.61/AU for Zone B. It should be noted that the proposed rates are lower than the Maximum Assessment Rates. The attached Assessment Report provides a complete description of how the maximum assessment and annual inflation factor are calculated.

A Public Hearing is required to allow property owners subject to the assessment the opportunity to provide comments. Notice of the public hearing was published in the manner required by applicable law.

It should be noted that to better meet improvement needs in the District, staff are planning to perform community outreach and a comprehensive review of deficiencies and assessment methodologies for FY 2026/27.

FISCAL IMPACT

The assessments will be collected by the City from the assessable parcels within the District. The rates for FY 2025/26 are \$567.32 per Assessment Unit (AU) for Zone A and \$617.22 per AU for Zone B. The total District revenue is estimated to be \$60,751.51.

ATTACHMENTS

- A. Resolution

B. LLAD Engineer's Report

RESOLUTION NO. 2025 –

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE ORDERING
THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE PINOLE VALLEY
ROAD LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT
FOR FISCAL YEAR 2025/26**

WHEREAS, the Pinole City Council, pursuant to the terms of the “Landscaping and Lighting Act of 1972” (the “1972 Act”), Division 15, Part 2, Chapter 1, Article 1 of the Streets and Highways Code of the State of California (commencing with Section 22500) did by previous Resolutions initiate proceedings for the special maintenance district known and designated as “The Pinole Valley Road Landscape and Lighting Assessment District” (the “District”). The District is comprised of two Zones (Zone A and Zone B) which are located on Pinole Valley Road between Henry Avenue and Ramona Street; and

WHEREAS, on September 16, 2025, the City Council ordered preparation of the attached Annual Assessment Report (the “Report”), held a Public Hearing, and approved the Report in connection with the assessments upon eligible parcels of land within the District. The Report was prepared to be consistent with past years and based on the estimated costs to operate, maintain and service the improvements located within each Zone of the District; and

WHEREAS, the assessments are not based on the assessed value of the properties but are based on the special benefit conferred upon said eligible parcels from the improvements and the maintenance and operation of the District; and

WHEREAS, the assessments are in compliance with all laws pertaining to the collection of assessments, including Proposition 218; and

WHEREAS, the City Council set a public hearing on October 21, 2025 to consider the levy and collection of assessments.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. Following notice duly given, the City Council has held a full and fair public hearing regarding the levy and collection of assessments within the District. The City Council received and considered all written and oral statements, including any and all protests or other communications made or filed by any interested persons. Majority protest was not submitted regarding the levy and collection of assessments.
2. Based upon the attached Report, the City Council hereby finds and determines that:
 - a. The assessable properties within the District as identified in the Report receive special benefit from the operation, maintenance and servicing of the landscape and lighting improvements.

- b. The net amount to be assessed upon the properties is based on the historical and estimated costs to provide said maintenance and servicing and is apportioned by a formula that fairly distributes the net amount among all assessable parcels in proportion to the estimated special benefit received from the improvements and services.
3. The maintenance, operation and servicing of the landscape and lighting improvements shall be performed pursuant to the 1972 Act, and such assessments shall be collected and paid to the City.
4. The City shall deposit all money representing assessments collected on the credit of a fund assigned to the District. Such money shall be expended only for the maintenance, operations and servicing of the landscape and lighting improvements located within the District boundaries.
5. The adoption of this Resolution constitutes approval to levy and collect assessments within the District for Fiscal Year 2025/26. The assessment rates are \$567.32 per Assessment Unit (AU) for Zone A and \$617.22 per AU for Zone B.
6. A certified copy of this Resolution shall be filed in the office of the City Clerk and shall remain open for public inspection.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on this 21st day of October 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 21st day of October, 2025.

Heather Bell, CMC
City Clerk



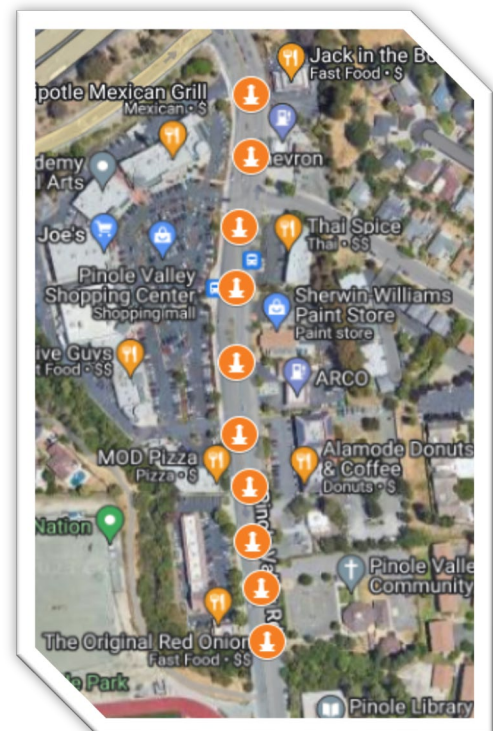
PINOLE VALLEY ROAD LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

ENGINEER'S REPORT FY 2025/26

September 16, 2025



ZONE A



ZONE B

ENGINEER'S REPORT AFFIDAVIT

City of Pinole

Contra Costa County, State of California

Pinole Valley Landscape and Lighting

District

The undersigned submits this report as directed by the City Council. This report describes the District including the parcels, budgets, and assessments for Fiscal Year 2025/26, as they existed at the time of the passage of the resolution of intention. Reference is hereby made to the Contra Costa County Assessor's maps for detailed descriptions of the lines and dimensions of parcels within the District.

Dated this 16th day of September, 2025

Heba El-Guindy

Heba El-Guindy, TE
Public Works Director

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INTRODUCTION

The City of Pinole (the "City"), under the provisions of the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "1972 Act") and the provisions of the California Constitution Article XIII D (the "Constitution"), annually levies and collects special assessments from the City's maintenance assessment district designated as:

Pinole Valley Road Landscape and Lighting Assessment District (the "District") to provide and maintain various landscaping and lighting improvements throughout the City that provide special benefits to properties within the City.

The City Council formed the District and provided for the levy and collection of annual assessments to provide ongoing funding for costs and expenses required to service and maintain the landscaping and lighting improvements within the boundaries of the District. The improvements to be provided by the District assessments described herein are made pursuant to the 1972 Act and the substantive and procedural provision of the Constitution.

As part of the District formation, the City of Pinole conducted a Property Owner Protest Ballot proceeding for the proposed levy of a new assessment pursuant to the provisions of the Constitution. In conjunction with this ballot proceeding, the City Council conducted a noticed public hearing to consider public testimonies, comments, and written protests regarding the formation of the District and levy of assessments. Upon conclusion of the public hearing, property owner assessment ballots received were opened and tabulated. The property owner assessment ballot tabulation resulted in a majority approval of the District and assessments of the property owners within the District. The District was formed on July 1, 2008 by Resolution no. 2008-91. The District is located on Pinole Valley Road and consists of two separate zones: Zone A and Zone B.

This Engineer's Report (the "Report") has been prepared pursuant to Chapter 1, Article 4 and Chapter 3 of the 1972 Act, and outlines the improvements, and proposed assessments to be levied in connection with the benefits the properties will receive from maintenance and servicing of landscaping improvements within the District for Fiscal Year (FY) 2025/26.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number ("APN") by the Contra Costa County Assessor's Office. The Contra Costa County Auditor/Controller APN and specific fund numbers to identify properties to be assessed for the District assessments.

This Report consists of five sections and identifies the following items:

- **Plans and Specifications** – The location of the District and the specific improvements to be maintained.
- **Method of Apportionment** – How the District costs are allocated and apportioned to the assessable parcels.
- **Zone Budgets** – The District costs and proposed assessments to be levied for FY 2025/26 for each Zone based upon the special benefit received.
- **District Diagram** – A diagram showing the District and Zone boundaries.
- **Assessment Roll** – A listing of properties to be assessed by APN, Zone, and corresponding assessment amounts.

ASSESSMENT SUMMARY FY 2025/26

	Total Assessable Costs	Total Assessable Units	Proposed Assessment Rate per AU	Maximum Assessment Rate per AU
Zone A	\$41,089.00	52.796	\$567.32	\$674.34
Zone B	\$45,635.00	49.900	\$617.22	\$636.61

Actual assessments are rounded down to the nearest even penny.

SECTION I – PLANS AND SPECIFICATIONS DESCRIPTION OF THE DISTRICT AND BOUNDARIES

The District consists of two separate zones and is located on Pinole Valley Road, between Henry Avenue and Ramona Street. Zone A is to the north of Interstate 80 (I-80) and Zone B is to the south of I-80. Currently, there are a total of 18 commercial parcels within the District, 8 parcels in Zone A and 10 parcels in Zone B.

The number of parcels changed over the years. In FY 2011/12, the number of parcels in Zone A was reduced from 8 to 6 and was reduced in Zone B from 16 to 15 parcels, due to parcel mergers. An annexation occurred in Zone A in FY 2013/14, increasing the parcel count for that Zone to 7 and the Assessable Units ("AU") to 52.972. In FY 2018/19, one parcel was split into two with a slight size reduction, decreasing the AU to 52.796. The number of parcels in Zone B was also reduced from 15 to 10 due to parcel mergers/changes in FY 2013/14 and FY 2014/15. A clerical error was brought to the City's attention in December 2019 which has been transcribed over time and resulted in a higher AU in Zone B. In FY 2020/21, the clerical error was corrected resulting in a lower AU in Zone B.

Please refer to Section V of this Report, Assessment Roll, for details.

IMPROVEMENTS AND SERVICES PROVIDED

Improvements within the District which are maintained and serviced may include but are not limited to: turf, shrubs, plants and trees, other landscaping, street lighting, traffic signals, irrigation and drainage systems, graffiti removal, litter abatement, sidewalks, landscape lighting, masonry walls and associated appurtenances within the public right-of-way and specific easements.

The maintenance of District improvements generally includes, but are not limited to, all materials, equipment, utilities, labor and incidental expenses, including administrative expenses, for the annual operation of the District and maintenance of the improvements. Also included is the performance of occasional repairs and the removal or replacement of improvements, as needed.

The specific improvements being maintained and serviced within each of Zone A and Zone B of the District are defined on the following page:

Zone A Improvements (North of I-80 Freeway)

- Landscaping totaling 16,920 square feet.
- Irrigation system for landscaping and two irrigation controllers.
- Maintenance of street light poles and fourteen streetlights.
- Maintenance of two and a half traffic signals.
- Electrical power for streetlights, traffic signals and irrigation system.
- Weed control and abatement.
- Graffiti abatement.
- Median repairs and contingency for damage.
- Litter abatement and collection.

Zone B Improvements (South of I-80 Freeway)

- Landscaping totaling 18,486 square feet.
- Irrigation system for landscaping and two irrigation controllers.
- Maintenance of street light poles and twenty streetlights.
- Maintenance of one and a half traffic signals.
- Electrical power for streetlights, traffic signals and irrigation system.
- Weed control and abatement.
- Graffiti abatement.
- Median repairs and contingency for damage.
- Litter abatement and collection.

Reference is made to the plans and specifications for the improvements which are on file with the City and are incorporated herein by reference.

SECTION II – METHOD OF APPORTIONMENT

The 1972 Act allows for the establishment of assessment districts by public agencies for the purpose of providing certain public improvements as detailed in Section I of this Report. The 1972 Act also requires that the cost of these improvements and services be assessed based on benefit received rather than by assessed value of the properties being assessed. In accordance with the 1972 Act, Section 22573:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among assessable lots or parcels in proportion to the estimated benefits received by each such lot or parcel from the improvements”

The method of apportionment approved by the City Council is consistent with the 1972 Act and the California Constitution for the allocation of special benefit assessments. The calculation of assessments is based upon the parcel type and the services and improvements provided.

DESCRIPTION OF BENEFIT

Special Benefit

The improvements and associated costs have been allocated to the assessable parcels within the District based upon the special benefit received by those properties, pursuant to the provisions of the 1972 Act. The improvements for which the properties will be assessed have been identified as necessary, were approved by the property owners within the District through Proposition 218 assessment ballot procedure and are in compliance with the development plans and General Plan of the City. As such, the improvements and continuing maintenance and services are strictly the obligation of the properties within the District.

General Benefit

Although the improvements may be visible to passersby or to the public at large, the improvements were installed after approval from the property owners and are for the benefit of properties within the District. It has been determined therefore, any access to or use by properties or individuals outside the District is completely incidental and the costs of operating, maintaining, and servicing said improvements provide no measurable benefit to said outside properties or individuals.

Definition of Special Benefit

The method of apportionment described in this Report is based on the premise that each assessable parcel or unit receives distinct and special benefits from the improvements and services provided, including the visual desirability provided by well-maintained landscaping. In accordance with Article XIII D, Section 4 of the California Constitution:

“Special benefit means a particular and distinct benefit over and above general benefits conferred on real property located in the District or the public at large”

The special benefits associated with local landscape and lighting improvements are:

- Enhanced desirability of properties due to proximity of the improvements.
- Improved aesthetic appeal provided by a positive representation of the community.
- Improved ingress and egress to property resulting in enhanced traffic flow.
- Improved traffic visibility and circulation.
- Improved accessibility for emergency vehicles.
- Reduced vandalism and other criminal activity.
- Enhanced environmental quality provided by adequate green space and other landscaping which helps moderate temperatures, reduce noise pollution and control dust and debris.

ASSESSMENT RANGE FORMULA

It is generally recognized that most budgetary items are impacted by inflation over the years. In accordance with the California Constitution, and Government Section 53739 (b) (1), assessments ***“may be adjusted for inflation pursuant to a clearly defined formula...”*** A formula for an inflationary adjustment is therefore included as part of the maximum assessment for this District and was approved by the property owner(s) at the time of formation. The formula, as described below, allows for annual adjustments to the budget and the assessments.

Generally, any new or increased assessment requires certain noticing and meeting requirements by law, the Government Code excludes certain conditions of a new or increased assessment. These conditions include:

“An assessment that does not exceed an assessment formula or range of assessments previously specified in the notice given to the public...and that was previously adopted by the agency...”

The initial maximum assessment for the District was established at the time of formation and was assessed for the first time during FY 2008/09. The initial maximum assessment for Zone A was \$415.52 per AU. The initial maximum assessment for Zone B was \$390.80 per AU. The initial maximum assessment for each Zone has been adjusted each subsequent fiscal year by the following Assessment Range Formula:

- The Maximum Assessment Rate allowed each fiscal year (the “Adjusted Maximum Assessment Rate”) shall be based on the initial maximum assessment established in FY 2008/09, adjusted annually by the Bureau of Labor Statistics, Consumer Price Index for the month of April, All Urban Consumers, (“CPI”) for the San Francisco/Oakland/San Jose area or two percent (2%), whichever is greater. Should the Bureau of Labor Statistics revise or discontinue the preparation of such index, the City reserves the right to use such a revised index or a comparable system to determine fluctuations in the annual cost of living.
- Each fiscal year, the greater of the annual CPI or a 2%, shall be applied to the Maximum Assessment Rate established the previous fiscal year to calculate the appropriate Adjusted Maximum Assessment Rate for the current fiscal year.
- If the proposed annual assessment rate (assessment per AU) for the upcoming fiscal year is less than or equal to the Adjusted Maximum Assessment Rate established for that fiscal year, then the proposed annual assessment is not considered an increased assessment.

Beginning in the second fiscal year after the formation of the District (FY 2009/10) and each fiscal year since, the Maximum Assessment Rate has been recalculated and a new Adjusted Maximum Assessment Rate has been established for each fiscal year using the Assessment Range Formula described above. Each fiscal year, the greater of CPI or 2% is applied to the Maximum Assessment Rate from last year. The April 2025 CPI is 1.3%, therefore a 2% will be applied to the Maximum Assessment Rate from the last year. The Zone A Maximum Assessment Rate for FY 2025/26 therefore, shall be **\$674.34** per AU. The Zone B Maximum Assessment Rate for FY 2025/26 shall be **\$636.61** per AU. The table below shows the Adjusted Maximum Assessment Rate for each Zone, for each fiscal year since the formation of the District. The Adjusted Maximum Assessment Rates have been calculated independently of the annual budget and proposed assessment rate for the given fiscal year. As stated above, if the proposed annual assessment for any fiscal year does not exceed the Adjusted Maximum Assessment Rate for that year, it is not considered to be an increased assessment under the terms of Proposition 218 or the Government Code.

Zone A LLAD Assessment/CPI History

Fiscal Year	April CPI	Allowable Increase	Actual April CPI Calculation	Adjusted Max. Assessment per AU	Actual Assessment per AU
2008/09	N/A	N/A	N/A	\$415.52	\$415.82
2009/10	0.80%	2.00%	1.020000000	\$423.83	\$415.82
2010/11	1.71%	2.00%	1.020000000	\$432.31	\$415.82

2011/12	2.82%	2.82%	1.028212932	\$444.51	\$394.80
2012/13	2.07%	2.07%	1.020775582	\$453.74	\$394.80
2013/14	2.38%	2.38%	1.023809026	\$464.54	\$377.74
2014/15	2.78%	2.78%	1.027873710	\$477.49	\$377.74
2015/16	2.43%	2.43%	1.024362313	\$489.12	\$377.74
2016/17	2.70%	2.70%	1.026950338	\$502.30	\$377.74
2017/18	3.78%	3.78%	1.037888610	\$521.34	\$377.74
2018/19	3.20%	3.20%	1.032	\$538.02	\$396.32
2019/20	4.0%	4.0%	1.040	\$559.54	\$409.69
2020/21	1.1%	2.0%	1.020	\$570.73	\$422.04
2021/22	3.8%	2.0%	1.020	\$582.14	\$474.90
2022/23	5.0%	5.0%	1.050	\$611.25	\$498.65
2023/24	4.2%	4.2%	1.042	\$636.92	\$535.84
2024/25	3.8%	3.8%	1.038	\$661.12	\$556.20
2025/26	1.3%	2.0%	1.020	\$674.34	\$567.32

Zone B LLAD Assessment/CPI History

Fiscal Year	April CPI	Allowable Increase	Actual April CPI Calculation	Adjusted Max. Assessment per AU	Actual Assessment per AU
2008/09	N/A	N/A	N/A	\$390.80	\$390.80
2009/10	0.80%	2.00%	1.020000000	\$398.62	\$390.80
2010/11	1.71%	2.00%	1.020000000	\$406.59	\$390.80
2011/12	2.82%	2.82%	1.028212932	\$418.06	\$342.04
2012/13	2.07%	2.07%	1.020775582	\$426.75	\$342.04
2013/14	2.38%	2.38%	1.023809026	\$436.91	\$342.04
2014/15	2.78%	2.78%	1.027873710	\$449.09	\$342.04
2015/16	2.43%	2.43%	1.024362313	\$460.03	\$342.04
2016/17	2.70%	2.70%	1.026950338	\$472.43	\$342.04
2017/18	3.78%	3.78%	1.037888610	\$490.32	\$348.06
2018/19	3.20%	3.20%	1.032	\$506.01	\$359.06
2019/20	4.0%	4.0%	1.040	\$526.25	\$392.64
2020/21	1.1%	2.0%	1.020	\$538.78	\$405.68
2021/22	3.8%	2.0%	1.020	\$549.56	\$494.89
2022/23	5.0%	5.0%	1.050	\$577.04	\$519.63
2023/24	4.2%	4.2%	1.042	\$601.28	\$582.97
2024/25	3.8%	3.8%	1.038	\$624.13	\$605.12
2025/26	1.3%	2.0%	1.020	\$636.61	\$617.22

To impose a new assessment or an increased assessment in excess of the Maximum Assessment Rate for the current fiscal year, as provided by the preceding Assessment Range Formula, the City must comply with the provisions of the California Constitution, Article XIII D, Section 4c that requires a public hearing and certain protest procedures including mailed notice of a public hearing and property owner protest balloting. Property owners must approve the proposed new or increased assessment via a property owner protest ballot process before any such new or increased assessment can be imposed.

The definition of new or increased assessments includes any assessment which, 1) did not previously exist or, 2) exceeds a previously approved assessment amount or assessment range formula. Any assessment range formula must have been previously adopted by the agency and approved by the property owners.

ASSESSMENT METHODOLOGY

The benefit formula used to determine the financial obligation for each parcel is based on the improvements benefiting the parcels, as well as the use, or type of each parcel as compared to other parcels that benefit from said improvements. One of the more common approaches to fairly distribute District costs to the benefiting parcels in maintenance districts such as this utilizes a methodology referred to as the Assessment Unit ("AU") method of apportionment. This methodology utilizes various property characteristics such as development status, type of development (land-use) and size (units or acreage) to compare the proportional benefit of each property compared to similar properties benefiting from the improvements.

The District is comprised of one parcel type: commercial. Each commercial parcel receives similar benefit from the improvements due to the relative size of the properties, the specific improvements and proximity of the improvements to the properties. It has been determined that the buildable acreage of each parcel is an appropriate basis in calculating the total AU for that parcel. The individual commercial parcel, acreage is multiplied by a factor of 4.00 to determine the total AU for that parcel. The total Zone AU is then divided into the "Total Balance to Assessment" (as shown in Section III of this Report) to determine the annual assessment rate. The AU for each parcel is then multiplied by the annual assessment rate to determine the annual assessment for each parcel.

SECTION III – ZONE BUDGETS

The estimated budget for the annual maintenance and servicing of the improvements and the proportionate share of administration costs for each Zone have been prepared based on the estimated and recent historical costs of providing said maintenance and services.

ZONE A – PINOLE VALLEY ROAD NORTH FY 2025/26 BUDGET

DIRECT COSTS		
ACCOUNT	DESCRIPTION	BUDGET
310-347-42101	PROFESSIONAL SERVICES	\$12,000
	Contra Costa County Public Works Traffic Signal Maintenance Services	\$10,000
	Caltrans Traffic Signal Maintenance Services	\$2,000
310-347-42108	MAINTENANCE STRUCTURES / IMPROVEMENTS	\$13,500
	Contra Costa County Public Works Traffic Signal Maintenance	\$8,000
	Caltrans Traffic Signal Maintenance	\$3,000
	Pacific Site Management	\$1,500
	Labor, materials, and equipment for maintenance	\$1,000
310-347-43102	UTILITIES	\$8,565
	Water - EBMUD	\$3,800
	Electricity and Power	\$4,765
	<i>Pinole Valley Road – Traffic Control Lights – PG&E</i>	
	<i>Street and Highway Lighting – PG&E</i>	
	CAPITAL REPLACEMENT ACCOUNT ¹	\$3,894
	DIRECT COSTS- SUB TOTAL	\$37,959
INDIRECT COSTS		
	Legal Charges	\$1,050
	County Administration Fees	\$
	Admin Debits (City Administration + Engineer's Report)	\$2,080
	INDIRECT COSTS- SUB TOTAL	\$3,130
	TOTAL COSTS	\$41,089
	TOTAL BALANCE TO ASSESSMENT	\$41,089
	Total Assessable Units (AU)- 8 Parcels	52.796
	2025/26 PROPOSED ASSESSMENT PER AU	\$567.32
	2025/26 MAXIMUM ASSESSMENT PER AU	\$674.34

ZONE B – PINOLE VALLEY ROAD SOUTH FY 2025/26 BUDGET

DIRECT COSTS		
ACCOUNT	DESCRIPTION	BUDGET
310-347-42101	PROFESSIONAL SERVICES	\$6,000
	Contra Costa County Public Works Traffic Signal Maintenance Services	\$5,000
	Caltrans Traffic Signal Maintenance Services	\$1,000
310-347-42108	MAINTENANCE STRUCTURES / IMPROVEMENTS	\$25,000
	Contra Costa County Public Works Traffic Signal Maintenance	\$5,500
	Caltrans Traffic Signal Maintenance	\$3,500
	Pacific Site Management	\$1,000
	Labor, materials, and equipment for maintenance	\$15,000
310-347-43102	UTILITIES	\$8,130
	Water - EBMUD	\$2,800
	Electricity and Power	\$5,330
	<i>Pinole Valley Road Median Irrigation - PG&E</i>	
	<i>Street and Highway Lighting – PG&E</i>	
	CAPITAL REPLACEMENT ACCOUNT ¹	\$3,375
	DIRECT COSTS- SUB TOTAL	\$42,505
INDIRECT COSTS		
	Legal Charges	\$1,050
	County Administration Fees	\$
	Admin Debits (City Administration + Engineer's Report)	\$2,080
	INDIRECT COSTS- SUB TOTAL	\$3,130
	TOTAL COSTS	\$45,635
	TOTAL BALANCE TO ASSESSMENT	\$45,635
	Total Assessable Units (AU)- 10 Parcels	49.90
	2025/26 PROPOSED ASSESSMENT PER AU	\$617.22
	2025/26 MAXIMUM ASSESSMENT PER AU	\$636.61

¹ Capital Replacement Account (CRA) – This line item, shown on the budget page for each Zone, is specifically intended for the use in replacing the lighting poles for streetlights and traffic signals within the District. There are two reasons to consider the replacement of lighting poles. First, there is a finite life span of a standard lighting pole, which is approximately 50 years. Secondly, there must be a contingency plan in place for the possibility that a lighting pole gets damaged or knocked down, either by way of accident or by natural disaster. The current replacement cost of light and pole is estimated at \$15,875.00 for materials and \$4,125.00 for installation for a total of \$20,000.

The estimated cost to replace all streetlight poles after 50 years, as well as a contingency to account for the possibility of a knockdown, accident, or natural disaster is shown below:

Zone	Cost per Pole	Number of Poles	Estimated Life Span (Years)	Knockdown Contingency (\$50 per pole)	Estimated Annual Cost
A	\$20,000.00	10	50	\$500	\$4,880.00*
B	\$20,000.00	12	50	\$600	\$5,856.00*

\$20,000.00 per light pole x 22 poles = \$440,000/50 years = \$8,800 + \$1,936 for Contingency = \$10,736 annually. * Rounded to the nearest \$100's.

The replacement cost of a light and pole increased from \$16,000 to \$20,000 (an increase of 25% over the past year). This estimate is based on quotes obtained in FY 2025/26. The costs will continue to be collected through the assessment amounts as part of the Capital Replacement Fund, as shown in the District Budgets.

DESCRIPTION OF BUDGET ITEMS

- **Building-Structure-Maintenance** – Includes all regularly scheduled labor, material, and equipment required to properly maintain the landscaping improvements, traffic signals, streetlights, poles, and irrigation system. Also includes the cost of:
 - Traffic signal maintenance which is provided by California Department of Transportation (Caltrans) and Contra Costa County Public Works.
 - Landscaping maintenance services provided by Pacific Site Management.
 - Replacement bulbs/luminaires for traffic signals and streetlights.
 - Weed control and graffiti abatement within the District.
- **Water** – Includes the cost of furnishing water required for the proper maintenance of the landscaping.
- **Electricity and Power** – Includes the cost of furnishing electrical energy required for the proper operation of traffic signals, streetlights, and irrigation system.

- **Legal Charges** – Includes the cost of legal services to review reports, resolutions, and public hearing requirements for imposing the LLAD Assessment.
- **Admin Debits** – Includes the cost of all particular departments and staff of the City for providing coordination of annual District administration process, operation, and maintenance of the improvements and responding to public concerns. This line item also includes the cost of preparing the Engineer's report for the administration of the District.

ACCOUNT BALANCES

DISTRICT	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25 Estimated
Fund balance on July 1 st	\$24,203.51	\$30,613.24	\$32,187.78	\$35,952.50	\$43,109.86	\$48,682.16	\$76,277.60
Revenue	\$41,854.22	\$39,746.28	\$57,364.10	\$49,767.90	\$52,256.16	\$57,680.34	\$56,582.61
Expenditures	\$35,444.29	\$38,171.74	\$53,599.38	\$42,610.54	\$46,683.86	\$30,084.90	\$28,211.66
Revenue over/under expenses	\$6,409.73	\$1,574.54	\$3,764.72	\$7157.36	\$5,572.30	\$27,595.44	\$28,370.95
Fund balance on June 30 th	\$30,613.24	\$32,187.78	\$35,952.50	\$43,109.86	\$48,682.16	\$76,277.60	\$104,648.55

Based on the historical data in the table above, the average expenditures for the District are \$39,258.05. The 1972 Act allows the District assessments to "...include a reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the city expects to receive its apportionment of special assessments and tax collections from the county, whichever is later." The Reserve Fund will be considered fully funded when the account balance reaches an amount equal to approximately 50% of the annual District costs.

It should be noted that there have been minimal infrastructure improvements for a couple of years due to the increased costs relative to the available funds. For example, there have been four knocked down streetlights that used to be placed in the center medians on Pinole Valley Road and need to be replaced with several streetlights on both sides of the road to provide adequate illumination to pedestrians and motorists in both directions while minimizing the potential for their future knockdowns.

Capital Replacement Assessment (CRA) allocations were based on the percentage of poles in each Zone; approximately 45.5% of the poles in the District are in Zone A, and approximately 54.5% are in Zone B. The methodology noted above will be applied each fiscal year to allocate appropriate amounts to the Reserve Fund and CRA.

If a lighting pole is damaged or knocked down by a vehicle collision, attempts are made to recover the replacement cost through the responsible party. The recovered funds are placed in the CRA for the Zone where the knockdown occurred. A summary of the Capital Replacement Reserve account is shown in the table below.

Zone	Capital Replacement account balance as of 07/01/2024	FY 2024/25 Contribution to Capital Replacement account	Estimated lighting pole recovery costs for FY 2024/25	Estimated lighting pole repair and replacement costs in FY 2024/25	Estimated ending Capital Replacement account balance on 06/30/2025.
A	\$13,267.40	\$2,600.00	-	-	\$15,867.40
B	\$7,227.72	\$3,120.00	-	-	\$10,347.72

*Includes the purchase of a surplus pole for future knockdowns

SECTION IV – ASSESSMENT ROLL

Parcel Identification for each lot or parcel within the District shall be based on available parcel maps and other property data from the Contra Costa County Assessor's office as they existed at the time this Report was prepared and adopted by the City Council.

A listing of parcels assessed within the District for FY 2024/2025, along with the new corresponding assessment amounts, is included on the following page. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel(s) shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amounts applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-way, including public greenbelts and parkways; utility rights-of-way; common areas; landlocked parcels; small parcels vacated by the County, bifurcated lots and any other property that cannot be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and are therefore, exempted from assessment.

Zone	APN	Parcel Acreage	Parcel Type	Parcel AU	2025/2026 Assessment per AU	2025/2026 Assessment	Applied Assessment
A	401-211-030	3.62	COM	14.48	\$567.32	\$8,214.79	\$8,214.79
A	401-211-031	1.27	COM	5.08	\$567.32	\$2,881.99	\$2,881.99
A	401-211-032	0.42	COM	1.68	\$567.32	\$953.10	\$953.10
A	401-211-033	0.6	CMV	2.40	\$567.32	\$1,361.57	\$1,361.57
A	401-211-035	0.573	COM	2.292	\$567.32	\$1,300.30	\$1,300.30
A	401-410-005	2.23	COM	8.92	\$567.32	\$5,060.49	\$5,060.49
A	401-410-019	2.006	COM	8.024	\$567.32	\$4,552.18	\$4,552.18
A	401-410-020	<u>2.48</u>	COM	<u>9.92</u>	\$567.32	\$5,627.81	\$5,627.81
		13.199		52.796		\$29,952.23	\$29,952.23
B	360-010-028	0.344	COM	1.376	\$617.22	\$849.30	\$849.30
B	360-010-029	1.738	COM	6.952	\$617.22	\$4,290.91	\$4,290.91
B	360-010-030	0.53	COM	2.12	\$617.22	\$1,308.51	\$1,308.51
B	360-010-031	0.63	COM	2.52	\$617.22	\$1,555.39	\$1,555.39
B	360-010-033	0.43	COM	1.72	\$617.22	\$1,061.62	\$1,061.62
B	360-150-043	1.24	COM	4.96	\$617.22	\$3,061.41	\$3,061.41
B	360-150-044	0.48	COM	1.92	\$617.22	\$1,185.06	\$1,185.06
B	401-310-021	5.683	COM	22.732	\$617.22	\$14,030.65	\$14,030.65
B	401-310-022	0.46	COM	1.84	\$617.22	\$1,135.68	\$1,135.68
B	430-330-027	<u>0.94</u>	COM	<u>3.76</u>	\$617.22	\$2,320.75	\$2,320.75
		12.475		49.900		\$30,799.28	\$30,799.28
	Totals:	25.674		102.696		\$60,751.51	\$60,751.51

Parcel Type: "COM" is a developed commercial property
"CMV" is an undeveloped commercial property.

Zone A – APN 401-410-017 was merged from three former parcels (APN's 401-410-014, 401- 410-015 & 401-410-016) and became active and assessable for FY 2011/12. APN 401-211-34 was annexed into the District for FY 2013/14. APN 401-410-017 was split into 401-410-019 and 020 for FY 2018/19.

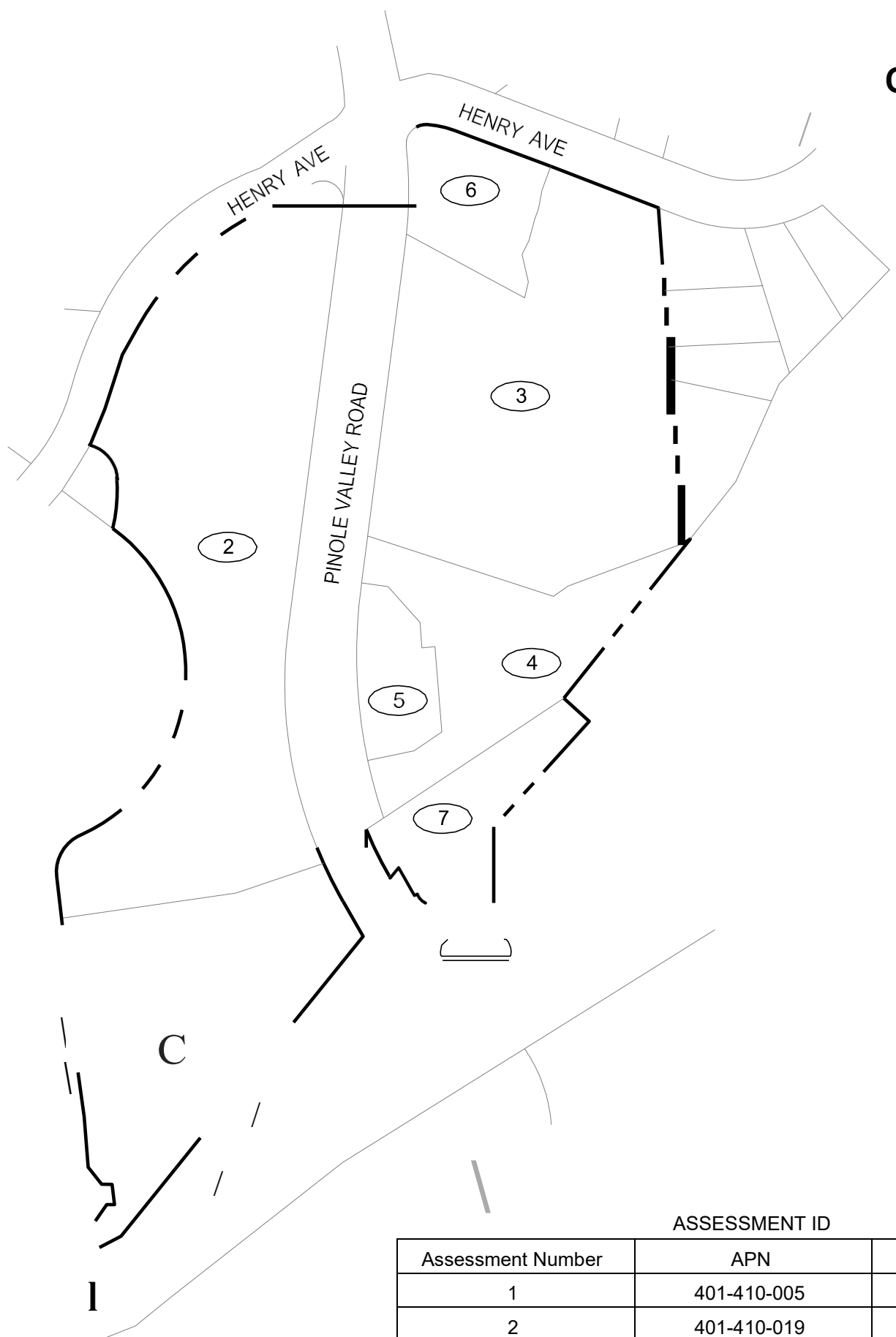
Zone B – APN's 401-310-010 and 401-310-013 were merged into APN 401-310-019. This parcel became active and assessable for FY 2011/12. APN's 401-310-002; 003; 012; 017; 018 & 019 were merged into APN 401-310-021 for FY 2013/14. APN 401-310-018 became parcel 022 for FY 2013/14. APN 430-330-022 merged into APN 401-310- 021 for FY 2014/15.

SECTION V – DISTRICT DIAGRAM

The following pages show the available Assessment Diagrams for The Pinole Valley Road Landscape and Lighting Assessment District (currently Zone A has 8 parcels and Zone B only has 10 parcels). The lines and dimensions shown on maps of the Contra Costa County Assessor are for reference and made part of the Report.

REVISED ASSESSMENT DIAGRAM
PINOLE VALLEY ROAD LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT
ZONE A

CITY OF PINOLE
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF PINOLE,
THIS DAY ____ OF ___, 20__.

CITY CLERK
CITY OF PINOLE
CONTRA COSTA COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE REVISED ASSESSMENT DIAGRAM FOR THE PINOLE VALLEY ROAD LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT, CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PINOLE AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ___, 20__, BY ITS RESOLUTION NO. ____.

CITY CLERK
CITY OF PINOLE
CONTRA COSTA COUNTY, CALIFORNIA

FILED THIS ____ DAY OF ___, 20__ AT THE HOUR OF ____ O'CLOCK ____ M.,
IN BOOK ____ AT PAGE ____ - OF ____ MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN

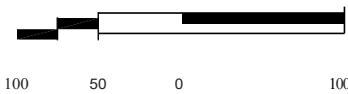
THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

COUNTY RECORDER
COUNTY OF CONTRA COSTA

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN THE DISTRICT, REFER TO THE 2006 COUNTY OF CONTRA COSTA ASSESSOR'S MAPS.



ASSESSMENT ID		
Assessment Number	APN	ZONE
1	401-410-005	A
2	401-410-019	A
3	401-211-020	A
4	401-211-030	A
5	401-211-031	A
6	401-211-032	A
7	401-211-033	A
8	401-211-035	A



SCALE: 1" = 100'
GRAPHIC SCALE

LEGEND

EXISTING ZONE A BOUNDARY

PARCEL LINES

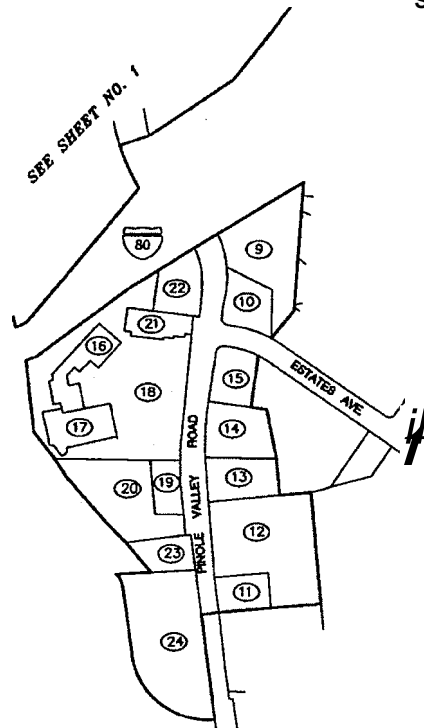
CD

ASSESSMENT NO.

ASSESSMENT DIAGRAM PINOLE VALLEY LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE B

SHEET 2 OF 2

CITY OF PINOLE
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA



ASSESSMENT ID

Assessment Number	APN	ZONE
9	360-150-043	B
10	360-150-044	B
11	360-010-028	B
12	360-010-029	B
13	360-010-030	B
14	360-010-031	B
15	360-010-033	B
16	401-310-002	B
17	401-310-003	B
18	401-310-010	B
19	401-310-012	B
20	401-310-013	B
21	401-310-017	B
22	401-310-018	B
23	430-330-022	B
24	430-330-027	B



Scale 1" = 200'

SCALE 1" = 200'
Pinole Valley LLAD

J.fGEIm

NHXAIIBOUHAIY
PARCE. UNES

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-III-