

**CORONAVIRUS ADVISORY
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CITY COUNCIL

Roy Swearingen, Mayor
Norma Martinez-Rubin, Mayor Pro Tem
Peter Murray, Council Member
Vincent Salimi, Council Member
Anthony Tave, Council Member

**PINOLE CITY COUNCIL
SPECIAL MEETING AGENDA**

**TUESDAY
APRIL 21, 2020**

VIA ZOOM TELECONFERENCE

6:00 P.M.

**DUE TO THE STATE OF CALIFORNIA'S DECLARATION OF EMERGENCY – THIS
MEETING IS BEING HELD PURSUANT TO AUTHORIZATION FROM GOVERNOR
NEWSOM'S EXECUTIVE ORDERS – CITY COUNCIL AND COMMISSION MEETINGS ARE
NO LONGER OPEN TO IN-PERSON ATTENDANCE.**

SUBMIT PUBLIC COMMENTS TO CITY CLERK BEFORE OR DURING THE MEETING VIA EMAIL

hiopu@ci.pinole.ca.us

Comments received before the close of the item will be read into the record and limited to 3 minutes. Please include your full name, city of residence and agenda item you are commenting on.

WAYS TO WATCH THE MEETING

LIVE ON CHANNEL 26. They are retelecast the following Thursday at 6:00 p.m. The Community TV Channel 26 schedule is published on the city's website at www.ci.pinole.ca.us.

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

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

Americans With Disabilities Act: In compliance with the Americans With Disabilities Act of 1990, if you need special assistance to participate in a City Meeting or you need a copy of the agenda, or the agenda packet in an appropriate alternative format, please contact the City Clerk's Office at (510) 724-8928. Notification at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection on the City Website at www.ci.pinole.ca.us. You may also contact the City Clerk via e-mail at hiopu@ci.pinole.ca.us.

Ralph M. Brown Act. Gov. Code § 54950. *In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly. The people of this State do not yield their sovereignty to the agencies, which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.*

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

2. 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.

3. CONVENE TO A CLOSED SESSION

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

A. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

Agency designated representatives: City Manager Andrew Murray, Greg Ramirez

Employee organizations: IAFF

B. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

Agency designated representatives: City Manager Andrew Murray, Greg Ramirez

Employee organizations: PPEA

C. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

Agency designated representatives: City Manager Andrew Murray, Assistant City Manager Hector De La Rosa, Greg Ramirez

Employee organizations: Unrepresented positions- Assistant City Manager, Development Services Director, City Engineer, Finance Director, Fire Chief, Police Chief, Fire Battalion Chief, Human Resources Specialist, Planning Manager, Police Lieutenant, Public Works Manager, Recreation Manager, WWTP Manager

OPEN SESSION WILL COMMENCE UPON CONCLUSION OF THE CLOSED SESSION WHICH MAY OCCUR BEFORE 7:00 P.M.

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

5. 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. 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.

SUBMIT COMMENTS TO THE CITY CLERK BEFORE OR DURING THE MEETING.

hiopu@ci.pinole.ca.us

Comments received before the close of the item will be read into the record.

6. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

- A. Proclamations
- B. Presentations / Recognitions

7. 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 Meeting of March 3, 2020
- B. Receive the April 4, 2020 – April 17, 2020 List of Warrants in the Amount of \$621,286.00 and the April 17, 2020 Payroll in the Amount of \$400,393.08
- C. Resolution Confirming Continued Existence Of Local Emergency [Action: Adopt Resolution per Staff Recommendation (Casher)]
- D. Receive The Quarterly Investment Report For The Quarter Ending March 31, 2020 [Action: Receive and File Report (A. Miller)]
- E. Storm Water Utility Assessments For Drainage Maintenance And The National Pollutant Discharge Elimination System (NPDES) Program UA [Action: Adopt Resolution per Staff Recommendation (T. Miller)]
- F. Adopt A Resolution To Authorize The City Manager To Execute Cooperative Funding Agreements To Receive WCCTAC STMP Funds For Two Capital Improvement Projects [Action: Adopt Resolution per Staff Recommendation (T. Miller)]
- G. Battalion 7 Automatic Aid Agreement [Action: Adopt Resolution per Staff Recommendation (Wynkoop)]

8. PUBLIC HEARINGS

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

NONE

9. OLD BUSINESS

NONE

10. NEW BUSINESS

- A. Adopt A Resolution To Authorize The City Manager To Execute The CALWARN Mutual Assistance Agreement [Action: Adopt Resolution per Staff Recommendation (T. Miller)]

11. REPORTS & COMMUNICATIONS

- A. Mayor Report
 - 1. Announcements
- B. Mayoral & Council Appointments
- C. City Council Committee Reports & Communications
- D. Council Requests For Future Agenda Items
- E. City Manager Report / Department Staff
- F. City Attorney Report

12. ADJOURNMENT to the Regular City Council Meeting of May 5, 2020 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.

POSTED: April 16, 2020 at 4:00 P.M.

Heather Iopu, CMC
City Clerk

**CITY COUNCIL MEETING
MINUTES
March 3, 2020**

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

The City Council Meeting was held in the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Swearingen called the Regular Meeting of the City Council to order **6:00** p.m. and led the Pledge of Allegiance.

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

A. COUNCILMEMBERS PRESENT

Roy Swearingen, Mayor
Norma Martinez-Rubin, Mayor Pro Tem
Peter Murray, Councilmember
Vincent Salimi, Councilmember
Anthony Tave, Councilmember

B. STAFF PRESENT

Andrew Murray, City Manager
Hector De La Rosa, Assistant City Manager
Heather Iopu, City Clerk
Eric Casher, City Attorney
Tamara Miller, Development Services Director/City Engineer
Neil Gang, Police Chief
Chris Wynkoop, Fire Chief

City Clerk Iopu announced the agenda was posted on February 27, 2020 at 4:00 p.m. All legally required notice was provided.

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

3. CONVENE TO A CLOSED SESSION

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

A. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

Agency designated representatives: City Manager Andrew Murray, Assistant City Manager Hector De La Rosa, Greg Ramirez
Employee organizations: PPEA & IAFF

B. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

Agency designated representatives: City Manager Andrew Murray, Assistant
City Manager Hector De La Rosa, Greg Ramirez
Employee organizations: IAFF

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

Mayor Swearingen reconvened the meeting at 7:08 p.m. and announced that there was no reportable action.

5. 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. 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.

The following speakers addressed the City Council:

Rafael Menis, resident of Pinole, spoke regarding Election Day. Announced that the polls will close at 8:00 p.m. thanked community clean-up event volunteers Irma and David Rupert. Made statements regarding campaign material for upcoming election.

Laura Ramos, resident of Pinole, announced passing of her husband and former Pinole firefighter Bob Ramos, invited the community to attend the upcoming memorial.

Irma Rupert, resident of Pinole, spoke regarding PCTV, spoke regarding re-runs programs on Channels. Asked the City Manager to review the station and its programming.

6. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

- A. Proclamations
- B. Presentations / Recognitions

7. 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.

Mayor Pro Tem Martinez-Rubin requested a correction to Item 7A be included with the approval of the Consent Calendar.

- A. Approve the Minutes of the Meeting of February 18, 2020
- B. Receive the February 15, 2020 – February 28, 2020 List of Warrants in the Amount of \$270,322.42 and the February 21, 2020 Payroll in the Amount of \$503,148.77

- C. Placement Of Liens For Delinquent Unpaid Waste Collection Charges Falling Delinquent Between July & December 2019, Considered At An Administrative Hearing On February 6, 2020 [Action: Adopt Resolution per Staff Recommendation (Iopu)]

ACTION: Motion by Council Members Murray/Tave to approve Consent Calendar Items A, B, C

Vote: Passed 5-0
Ayes: Swearingen, Martinez-Rubin, Murray, Salimi, Tave
Noes: None
Abstain: None
Absent: None

Consent Calendar Item D was pulled by Mayor Swearingen for further discussion.

- D. Amend Fiscal Agreement For The Improvement Of The Pinole-Hercules Water Pollution Control Plant [Action: Authorize the City Manager to Amend Agreement per Staff Recommendation (T. Miller)]

Mayor Swearingen made comments and requested discussion of the item.

Community Development Services Director/City Engineer Miller provided Council with background on the item.

Council asked questions of staff. Staff addressed questions.

ACTION: Motion by Council Members Tave/Salimi to approve Consent Calendar Item D

Vote: Passed 5-0
Ayes: Swearingen, Martinez-Rubin, Murray, Salimi, Tave
Noes: None
Abstain: None
Absent: None

8. PUBLIC HEARINGS

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

NONE

9. OLD BUSINESS

NONE

10. NEW BUSINESS

- A. Authorize The City Manager To Execute An Agreement With Engie Services Inc To Assess And Provide Recommendations On Energy Conservation And Generation Improvements **[Action: Adopt Resolution per Staff Recommendation (T. Miller)]**

Community Development Services Director/City Engineer Miller presented background information on the item.

The following speakers addressed the City Council:

Rafael Menis, resident of Pinole, spoke regarding details of the report. Asked questions of staff regarding the proposed services and history of past projects with the City of Pinole.

Maureen Toms, resident of Pinole, spoke in favor of the contract. Stated that it is consistent with the sustainability plan of the City and will result in cost savings. Requested staff look into pre-wiring of battery chargers for vehicles.

ENGIE representative addressed public questions.

Council asked questions regarding details of the report.

Staff and ENGIE representative answered Council questions.

ACTION: Motion by Council Members Tave/Murray Authorize The City Manager To Execute An Agreement With Engie Services Inc To Assess And Provide Recommendations On Energy Conservation And Generation Improvements

Vote:	Passed	5-0
	Ayes:	Swearingen, Martinez-Rubin, Murray, Salimi, Tave
	Noes:	None
	Abstain:	None
	Absent:	None

The following speaker addressed the City Council:

David Bowman, resident of Pinole, asked for clarification regarding the costs associated with Consent Calendar 7D.

Staff and the Mayor provided clarification.

11. REPORTS & COMMUNICATIONS

- A. Mayor Report
1. Announcements

Mayor Swearingen announced the opening of a new Mexican restaurant in Pinole, "Que Onda". Announced throwing out the first pitch at the Pinole Valley High School Softball team. Spoke in support of youth sports programs.

Met with the Fowler House Re-Use Committee. Announced topics of discussion; development of parking lot and bocci ball courts.

- B. Mayoral & Council Appointments
- C. City Council Committee Reports & Communications

Council member Murray announced upcoming meeting with RecycleMore.

Council member Salimi announced attendance at Beautification Ad Hoc Committee.

Mayor Pro Tem reported discussion topics of the February Beautification Committee; review charge of committee, potential Litter Tax, Adopt-A-Drain Program. Announced details of the upcoming 2020 Census surveys. Asked the public to stay healthy and take precautions regarding Coronavirus.

Mayor Swearingen cautioned the public regarding identity fraud schemes taking place by door-to-door visits asking for IDs. Asked for caution

- D. Council Requests For Future Agenda Items

Council member Tave requested a report on potential of Pinole Shores II as an area for solar development. Consensus given.

Mayor Pro Tem asked for an update on the Faria House and the preservation ordinance requested at a past meeting.

Council member Salimi asked staff to look into the possibility of acquiring the RV park with the intent of installing solar panels.

Council member Murray requested updates from staff regarding: tree replacements from PG&E & Thomas Brothers, repairs on median strips by Thomas Brothers, roadway maintenance, De Vita, marquee at entrance to Old Town Pinole, Dr. Lee's Project, Bay Front Park safety improvements, completion of power poles near High School, HdL Study, re-zoning properties.

Council member Murray requested a future agenda item regarding zoning and future of the former Doctor's Hospital site. Consensus given.

Councilmember Tave requested an update on the Safeway development.

- E. City Manager Report / Department Staff

Community Development Services Director/City Engineer Miller announced recent successes; the City reached its goal for trash capture of 80% and was awarded an American Public Works Association Project of the Year Award for the Wastewater Control Plant.

City Clerk Iopu announced that there are upcoming Census events being planned in the community.

- F. City Attorney Report

No report.

12. ADJOURNMENT to the Regular City Council Meeting of March 17, 2020 In Remembrance of Amber Swartz.

At 9:03 p.m., Mayor Swearingen adjourned to the Regular City Council Meeting of March 17, 2020 In Remembrance of Amber Swartz

Submitted by:

Heather Iopu, CMC
City Clerk

WARRANT LISTING

By Vendor Name



City of Pinole, CA

Payment Dates 04/04/2020 - 4/17/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 4LE00 - 4LEAF, INC.					
J1909-01G	93557	04/10/2020	212-20340	PINOLE SQUARE PLANNING	12,870.00
J1909A22	93557	04/10/2020	212-20330	ON CALL BUILDING DEPARTMENT SERVICES FEB 1- 29 20	360.00
J1909A22	93557	04/10/2020	212-461-42101	ON CALL BUILDING DEPARTMENT SERVICES FEB 1- 29 20	4,170.00
J3681P	93557	04/10/2020	100-231-42101	FIRE INSPECTIONS FEB 1-29 20	15,960.00
Vendor 4LE00 - 4LEAF, INC. Total:					33,360.00
Vendor: 1854 - AARON BAGGS					
40620	93558	04/10/2020	209-20309	PYC RENTAL 4/5/20 CANCEL DUE TO SHELTER IN PLACE	250.00
40620	93558	04/10/2020	209-554-38112	PYC RENTAL 4/5/20 CANCEL DUE TO SHELTER IN PLACE	435.00
Vendor 1854 - AARON BAGGS Total:					685.00
Vendor: ALH01 - ALHAMBRA & SIERRA SPRINGS					
19593757 031920	93559	04/10/2020	100-222-42201	DRINKING WATER FOR POLICE	100.79
5025519 030620	93559	04/10/2020	500-641-42201	DRINKING WATER FOR TP	130.46
Vendor ALH01 - ALHAMBRA & SIERRA SPRINGS Total:					231.25
Vendor: 1834 - ALICIA VALDIVIEZO					
32520	93560	04/10/2020	209-553-36401	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	345.65
Vendor 1834 - ALICIA VALDIVIEZO Total:					345.65
Vendor: 1863 - ALLYSON DE TORRES					
32020	93561	04/10/2020	209-551-38112	PARK RESERVATION CANCELED DUE TO SHELTER IN PLACE	138.00
Vendor 1863 - ALLYSON DE TORRES Total:					138.00
Vendor: AME41 - AMERICAN LEGAL PUBLISHING					
0133362	93728	04/17/2020	100-112-42101	2020 S-23 SUPPLEMENT PGS	1,722.09
0133388	93728	04/17/2020	100-112-42101	2020 S-23 FOLIO SUPPLEMENT PGS	161.90
Vendor AME41 - AMERICAN LEGAL PUBLISHING Total:					1,883.99
Vendor: AME52 - AMERICAN MESSAGING SERVICE, LLC					
W4102378UD	93729	04/17/2020	100-231-43101	SERVICE FROM 4/01-4/30/20	43.25
Vendor AME52 - AMERICAN MESSAGING SERVICE, LLC Total:					43.25
Vendor: AME47 - AMERINATIONAL COMMUNITY SERVICES, INC.					
20-00167	93730	04/17/2020	285-464-42101	MONTHLY SERVICE FEE	116.10
20-00167	93730	04/17/2020	750-463-42101	MONTHLY SERVICE FEE	61.15
20-00249	93730	04/17/2020	285-464-42101	MONTHLY SERVICE FEE	101.50
20-00249	93730	04/17/2020	750-463-42101	MONTHLY SERVICE FEE	61.15
Vendor AME47 - AMERINATIONAL COMMUNITY SERVICES, INC. Total:					339.90
Vendor: 1875 - ANALEE MUNSAYAC					
40320	93562	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	177.00
Vendor 1875 - ANALEE MUNSAYAC Total:					177.00
Vendor: 1855 - ANGELICA SILVA					
40320	93563	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	177.00
Vendor 1855 - ANGELICA SILVA Total:					177.00

WARRANT LISTING

Payment Dates: 04/04/2020 - 4/17/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: ROD01 - ANNETTE RODRIGUEZ					
41020	93731	04/17/2020	209-552-43802	EXERCISE CLASSES- SC	405.00
Vendor ROD01 - ANNETTE RODRIGUEZ Total:					405.00
Vendor: 1877 - ARVIN TACORDA					
40320	93564	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	177.00
Vendor 1877 - ARVIN TACORDA Total:					177.00
Vendor: ATT01 - AT&T					
000014499628	93565	04/10/2020	525-118-43101	9350BAN CABLE SERVICES IT 2/20-3/19/20	2,789.96
287274105793X03282020	93566	04/10/2020	215-341-43101	I-80 MOBILITY PROJECT FEB 21- MARCH 20 20	77.22
287277095767X03282020	93566	04/10/2020	215-341-43101	I-80 MOBILITY PROJECT FEB 21- MARCH 20 20	77.22
Vendor ATT01 - AT&T Total:					2,944.40
Vendor: BAX00 - BADGE FRAME, INC.					
35561	93567	04/10/2020	100-222-42514	SLIDE-IN DOOR SIGNS- PD	154.44
Vendor BAX00 - BADGE FRAME, INC. Total:					154.44
Vendor: BAY04 - BAY AREA BARRICADE SVC.					
0011317	93568	04/10/2020	200-342-42108	PARTS/TOOLS- PW	131.42
Vendor BAY04 - BAY AREA BARRICADE SVC. Total:					131.42
Vendor: BAY34 - BAY AREA NEWS GROUP- EAST BAY					
0001247941	93569	04/10/2020	212-461-42514	CASSIFIED ADVERTISING	281.70
Vendor BAY34 - BAY AREA NEWS GROUP- EAST BAY Total:					281.70
Vendor: 1542 - BEATRIZ ZAVALA					
32020	93570	04/10/2020	209-551-38112	PRK RESERVATION CANCELED DUE TO SHELTER IN PLACE	138.00
Vendor 1542 - BEATRIZ ZAVALA Total:					138.00
Vendor: ESP01 - BELINDA ESPINOSA					
APRIL 2020	93571	04/10/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	92.93
Vendor ESP01 - BELINDA ESPINOSA Total:					92.93
Vendor: 1832 - BEVERLY CACATIAN					
32520	93572	04/10/2020	209-553-36401	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	345.65
Vendor 1832 - BEVERLY CACATIAN Total:					345.65
Vendor: 1830 - BILLY KWONG					
32520	93573	04/10/2020	209-553-36401	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	357.00
Vendor 1830 - BILLY KWONG Total:					357.00
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
5940146	93732	04/17/2020	209-552-43804	DAILY LUNCH PROGRAM- SC	1,134.35
Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:					1,134.35
Vendor: BOU01 - BOUND TREE MEDICAL, LLC					
83540485	93574	04/10/2020	100-231-42104	SUPPLIES- FIRE	71.74
83542202	93574	04/10/2020	100-231-42104	SUPPLIES- FIRE	1,529.50
83557800	93574	04/10/2020	100-231-42104	SUPPLIES- FIRE	13.09
83571332	93574	04/10/2020	100-231-42104	SUPPLIES- FIRE	653.01
83573265	93574	04/10/2020	100-231-42104	SUPPLIES- FIRE	428.26
83585144	93733	04/17/2020	100-231-42104	PARAMEDIC SUPPLIES- FIRE	1,082.70
Vendor BOU01 - BOUND TREE MEDICAL, LLC Total:					3,778.30
Vendor: 1862 - BRETT OLSEN					
32020	93575	04/10/2020	209-551-34218	FIELD RESERVATION CANCELED DUE TO SHELTER IN PLACE	140.00
Vendor 1862 - BRETT OLSEN Total:					140.00

WARRANT LISTING

Payment Dates: 04/04/2020 - 4/17/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: LOW01 - BRIAN LOWRY					
APRIL 2020	93576	04/10/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	1.49
Vendor LOW01 - BRIAN LOWRY Total:					1.49
Vendor: 1822 - BRIANNA MADDEN					
32520	93577	04/10/2020	209-553-36401	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	101.65
Vendor 1822 - BRIANNA MADDEN Total:					101.65
Vendor: CAL20 - CALIFORNIA ASSOCIATION OF PROFESSIONAL FIREFIGHTERS					
APRIL 2020	93578	04/10/2020	100-231-41008	LONG TERM DISABILITY PLAN	324.50
Vendor CAL20 - CALIFORNIA ASSOCIATION OF PROFESSIONAL FIREFIGHTERS Total:					324.50
Vendor: PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM					
100000015995485	93579	04/10/2020	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 30 2017 ID 674	86,881.75
100000015995494	93579	04/10/2020	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 30 2017 ID 675	94,233.76
100000015995507	93579	04/10/2020	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 30 2017 ID 25716	153.20
100000015995514	93579	04/10/2020	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 30 2017 ID 25717	267.55
100000015995522	93579	04/10/2020	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 30 2017 ID 27205	194.74
Vendor PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM Total:					181,731.00
Vendor: CAL01 - CALTEST ANALYTICAL LAB					
608432	93580	04/10/2020	500-641-44305	LAB SUPPLIES- TP	514.90
Vendor CAL01 - CALTEST ANALYTICAL LAB Total:					514.90
Vendor: CAP10 - CAP-HILLTOP					
31197	93734	04/17/2020	100-345-42108	OUTDOOR CLEANING OF PARKS/RECYCLABLES	537.50
Vendor CAP10 - CAP-HILLTOP Total:					537.50
Vendor: 1850 - CASSIE STEVENS					
33120	93581	04/10/2020	209-554-36402	TOTS PROGRAM CANCELED DUE TO SHELTER IN PLACE	147.00
Vendor 1850 - CASSIE STEVENS Total:					147.00
Vendor: CCP03 - CCP INDUSTRIES					
IN02489382	93582	04/10/2020	500-641-44410	LAB SUPPLIES- TP	420.51
IN02505626	93735	04/17/2020	100-343-44410	LAB SUPPLIES- TP	296.74
Vendor CCP03 - CCP INDUSTRIES Total:					717.25
Vendor: CHE08 - CHEYENNE PRODUCTS, INC.					
33042	93583	04/10/2020	500-641-42107	LIFE RINGS FOR NEW TANKS- TP	1,076.00
Vendor CHE08 - CHEYENNE PRODUCTS, INC. Total:					1,076.00
Vendor: FAI04 - CITY OF FAIRFIELD					
3842	93584	04/10/2020	100-221-42511	RANGE USE FEES FEB 20- POLICE	1,260.00
3851	93584	04/10/2020	100-221-42511	RANGE USE FEES MARCH 20- POLICE	980.00
Vendor FAI04 - CITY OF FAIRFIELD Total:					2,240.00
Vendor: CIT10 - CITY OF SAN PABLO					
0029603	93736	04/17/2020	100-222-42105	ANNUAL TRI-CITY COSTS- QUARTER 3 FISCAL YEAR 2020	15,288.18
0029603	93736	04/17/2020	100-223-42105	ANNUAL TRI-CITY COSTS- QUARTER 3 FISCAL YEAR 2020	6,552.07
Vendor CIT10 - CITY OF SAN PABLO Total:					21,840.25
Vendor: COM20 - COMCAST					
APRIL 01 20-3450	93737	04/17/2020	215-341-43101	I-80 MOBILITY PROJECT 4/5-5/4/20	236.24
MARCH 14 20-0875	93585	04/10/2020	100-117-43105	MONTHLY CHARGES 3/19-4/18/20	29.88

WARRANT LISTING

Payment Dates: 04/04/2020 - 4/17/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
MARCH 14 20-8658	93737	04/17/2020	100-231-43105	BUSINESS CABLE 3/19-4/18/20-FIRE	54.42
MARCH 16 20-0511	93585	04/10/2020	100-221-42514	CABLE SERVICES 3/21-4/20/20-POLICE	176.20
Vendor COM20 - COMCAST Total:					496.74
Vendor: CON56 - CONCENTRA MEDICAL CENTERS					
67287155	93586	04/10/2020	100-116-42101	PHYSICAL EXAMS	169.00
Vendor CON56 - CONCENTRA MEDICAL CENTERS Total:					169.00
Vendor: CON45 - CONCORD GARDEN EQUIPMENT					
590273	93587	04/10/2020	100-345-42108	PARTS/SUPPLIES- PW	128.33
590427	93738	04/17/2020	100-345-42108	NEW CHAINSAW CHAINS- PW	439.58
590428	93738	04/17/2020	100-345-42108	WEED EATER HEADS- PW	62.51
Vendor CON45 - CONCORD GARDEN EQUIPMENT Total:					630.42
Vendor: CON93 - CONCORD UNIFORMS LLC					
16661	93739	04/17/2020	722-20431	EXPLORER CLOTHING- PD	96.62
16694	93739	04/17/2020	722-20431	EXPLORERS CLOTHING- PD	35.83
Vendor CON93 - CONCORD UNIFORMS LLC Total:					132.45
Vendor: 1817 - CONSTANCE THORSNES					
32520	93588	04/10/2020	209-553-36401	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	357.00
Vendor 1817 - CONSTANCE THORSNES Total:					357.00
Vendor: CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT					
703034	93589	04/10/2020	100-343-42101	TRAFFIC SIGNAL MAINTENANCE CHARGES FEB 2020	3,607.71
703034	93589	04/10/2020	310-347-42101	TRAFFIC SIGNAL MAINTENANCE CHARGES FEB 2020	306.52
703034	93589	04/10/2020	310-348-42101	TRAFFIC SIGNAL MAINTENANCE CHARGES FEB 2020	153.26
Vendor CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT Total:					4,067.49
Vendor: CON95 - CONTRA COSTA COUNTY TREASURER					
ASD M6180	93590	04/10/2020	100-117-42101	FOURTH QUARTER INSTALLMENT 4/1-6/30/20	30,705.22
Vendor CON95 - CONTRA COSTA COUNTY TREASURER Total:					30,705.22
Vendor: 1823 - CORINNA GARCIA					
32520	93591	04/10/2020	209-553-36401	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	101.65
Vendor 1823 - CORINNA GARCIA Total:					101.65
Vendor: JAC23 - CORNEKA JACKSON					
40720	93592	04/10/2020	209-20309	PYC RENTAL 3/21 CANCELED DUE TO SHELTER IN PLACE	500.00
40720	93592	04/10/2020	209-554-38112	PYC RENTAL 3/21 CANCELED DUE TO SHELTER IN PLACE	660.00
Vendor JAC23 - CORNEKA JACKSON Total:					1,160.00
Vendor: 1717 - CORY HIGGINS					
32320	93593	04/10/2020	100-231-42101	CLASS A UNIFORM AS PER MOU	200.00
Vendor 1717 - CORY HIGGINS Total:					200.00
Vendor: COU03 - COUNTY OF CONTRA COSTA					
13025	93594	04/10/2020	100-221-42101	TELECOMMUNICATIONS SERVICES FOR DEC 2019	3,225.60
Vendor COU03 - COUNTY OF CONTRA COSTA Total:					3,225.60
Vendor: CSG01 - CSG CONSULTANTS INC.					
29736	93595	04/10/2020	212-462-42101	IN HOUSE BUILDING SERVICES THROUGH 2/28/20	12,777.50
Vendor CSG01 - CSG CONSULTANTS INC. Total:					12,777.50

WARRANT LISTING

Payment Dates: 04/04/2020 - 4/17/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: COO13 - DANA COOK					
APRIL 2020	93596	04/10/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	353.28
Vendor COO13 - DANA COOK Total:					353.28
Vendor: 1827 - DANH SANTOS					
32520	93597	04/10/2020	209-553-36401	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	105.00
Vendor 1827 - DANH SANTOS Total:					105.00
Vendor: 1857 - DANIEL SANTOS					
40320	93598	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	177.00
Vendor 1857 - DANIEL SANTOS Total:					177.00
Vendor: 1840 - DANIELLE COREY					
32520	93599	04/10/2020	209-553-36401	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	243.00
Vendor 1840 - DANIELLE COREY Total:					243.00
Vendor: 1690 - DANIELLE NAVARRO					
40320	93600	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	21.00
Vendor 1690 - DANIELLE NAVARRO Total:					21.00
Vendor: HUG01 - DANNY HUGHES					
APRIL 2020	93601	04/10/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	0.48
Vendor HUG01 - DANNY HUGHES Total:					0.48
Vendor: DAR02 - DARLING INGREDIENTS INC.					
10953716	93740	04/17/2020	209-552-43810	SERVICE FEE TRAP INT/FUEL SURCHARGE- SC	169.71
Vendor DAR02 - DARLING INGREDIENTS INC. Total:					169.71
Vendor: 1849 - DEANA PEREZ					
33120	93602	04/10/2020	209-554-36402	TOT SPORTS CANCELED DUE TO SHELTER IN PLACE	147.00
Vendor 1849 - DEANA PEREZ Total:					147.00
Vendor: 1825 - DEBRA PITCHFORD					
32520	93603	04/10/2020	209-553-36401	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	192.10
Vendor 1825 - DEBRA PITCHFORD Total:					192.10
Vendor: DEP02 - DEPARTMENT OF CONSERVATION					
41520	93741	04/17/2020	212-462-34211	STRONG MOTION INST & SEISMIC HAZARD MAPPING FEE	484.76
Vendor DEP02 - DEPARTMENT OF CONSERVATION Total:					484.76
Vendor: DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE					
437354	93604	04/10/2020	100-116-42110	FINGERPRINT SERVICES- POLICE	64.00
437354	93604	04/10/2020	100-221-42110	FINGERPRINT SERVICES- POLICE	256.00
Vendor DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE Total:					320.00
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
83509036	93605	04/10/2020	500-10601	DIESEL FOR CORP YARD	2,850.05
83511835	93605	04/10/2020	100-10601	GASOLINE FOR CORP YARD	1,506.33
83511865	93605	04/10/2020	100-10602	DIESEL FOR FIRE STATION	324.73
83521369	93605	04/10/2020	100-10601	GASOLINE FOR CORP YARD	1,132.15
83529496	93742	04/17/2020	100-10601	GASOLINE FOR CORP YARD	1,044.76
Vendor 1443 - DIESEL DIRECT WEST, INC. Total:					6,858.02
Vendor: DIV01 - DIVERSIFIED RISK/HUB INTERNATIONAL					
MARCH 2020	93606	04/10/2020	209-552-38112	SPECIAL EVENTS INSURANCE FOR THE MONTH OF MARCH	276.83
Vendor DIV01 - DIVERSIFIED RISK/HUB INTERNATIONAL Total:					276.83

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Payment Dates: 04/04/2020 - 4/17/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: DOL01 - DOLAN'S LUMBER					
MARCH 31 20	93743	04/17/2020	100-343-42108	MONTHLY STMT FULL PAYMENT	12.64
MARCH 31 20	93743	04/17/2020	100-345-42108	MONTHLY STMT FULL PAYMENT	168.94
MARCH 31 20	93743	04/17/2020	500-642-42108	MONTHLY STMT FULL PAYMENT	10.26
Vendor DOL01 - DOLAN'S LUMBER Total:					191.84
Vendor: EBM01 - EBMUD					
20575-32720	93607	04/10/2020	100-345-43102	2690 BOX CANYON RD- IRRIGATION USE ONLY	146.22
31773-32620	93607	04/10/2020	100-343-43102	2887 SIMAS AVE-IRRIGATION USE ONLY	146.22
32841-32720	93607	04/10/2020	100-345-43102	3790 PINOLE VALLEY RD- IRRIGATION USE ONLY	389.81
39199-31120	93607	04/10/2020	500-642-43102	05005 HYDRAND PERMIT- CONSTRUCTION	733.58
56324-32720	93607	04/10/2020	100-345-43102	3790 PINOLE VALLEY RD- IRRIGATION USE ONLY	237.80
Vendor EBM01 - EBMUD Total:					1,653.63
Vendor: 1318 - ECS IMAGING, INC.					
14800	93744	04/17/2020	106-118-42510	ECS CONVERSION SIRE/VERSATILE SERVICE- IT	12,250.00
Vendor 1318 - ECS IMAGING, INC. Total:					12,250.00
Vendor: ELE01 - ELECTRONIC INNOVATIONS, INC.					
11159	93608	04/10/2020	500-641-42108	SERVICE- TP	175.00
Vendor ELE01 - ELECTRONIC INNOVATIONS, INC. Total:					175.00
Vendor: 1884 - ELITE WIRELESS GROUP, INC					
41520	93745	04/17/2020	100-000-31510	REFUND PRO-RATED BUSINES LICENSE FEE UP TO 2/29/20	204.37
Vendor 1884 - ELITE WIRELESS GROUP, INC Total:					204.37
Vendor: 1574 - ERA- ENVIRONMENTAL RESOURCES ASSOCIATES					
930869	93609	04/10/2020	500-641-44305	LAB SUPPLIES- TP	1,613.93
Vendor 1574 - ERA- ENVIRONMENTAL RESOURCES ASSOCIATES Total:					1,613.93
Vendor: 1880 - FAYE HARRISON					
33120	93610	04/10/2020	209-554-36402	TOT SPORT PROGRAM CANCELED DUE TO SHELTER IN PLACE	147.00
Vendor 1880 - FAYE HARRISON Total:					147.00
Vendor: FED01 - FEDEX					
6-96357694	93611	04/10/2020	215-342-47205	FEDEX SERVICES	7.39
Vendor FED01 - FEDEX Total:					7.39
Vendor: FOR02 - FORENSIC SERVICES DIVISION					
PINPD-2002	93612	04/10/2020	100-222-42101	PROFESSIONAL SERVICES- POLICE	4,579.50
Vendor FOR02 - FORENSIC SERVICES DIVISION Total:					4,579.50
Vendor: GAL02 - GALLS, LLC					
015190825	93613	04/10/2020	100-231-42514	GLOVES- FIRE	148.39
Vendor GAL02 - GALLS, LLC Total:					148.39
Vendor: 1878 - GINA CARRARO					
40320	93614	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	177.00
Vendor 1878 - GINA CARRARO Total:					177.00
Vendor: GLO08 - GLOBALSTAR					
1000000011068826	93615	04/10/2020	525-118-43101	MONTHLY CHARGES	115.32
Vendor GLO08 - GLOBALSTAR Total:					115.32

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Payment Dates: 04/04/2020 - 4/17/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1112 - GRAY-BOWEN-SCOTT					
9380	93616	04/10/2020	215-342-47205	PEDESTRIAN IMPROVEMENTS @ BNSF RAILROAD	5,894.90
Vendor 1112 - GRAY-BOWEN-SCOTT Total:					5,894.90
Vendor: GRE19 - GREEN VALLEY TRACTOR					
01-18838	93617	04/10/2020	100-345-42107	EQUIPMENT MAINTENANCE- PW	2,809.98
Vendor GRE19 - GREEN VALLEY TRACTOR Total:					2,809.98
Vendor: KEN14 - GREG KENNEDY RN					
81	93618	04/10/2020	100-231-42101	EMS CQI DUTIES- FIRE	2,000.00
Vendor KEN14 - GREG KENNEDY RN Total:					2,000.00
Vendor: 1816 - GRISELDA BLACKBURN					
32520	93619	04/10/2020	209-553-36401	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	357.00
Vendor 1816 - GRISELDA BLACKBURN Total:					357.00
Vendor: VER02 - GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP					
9850541307	93620	04/10/2020	525-118-43101	MONTHLY SERVICE FEB 16- MARCH 15 20	5,087.44
Vendor VER02 - GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP Total:					5,087.44
Vendor: HAR01 - HARRINGTON INDUSTRIAL PLASTIC, LLC					
00616641	93621	04/10/2020	500-641-42107	SUPPLIES- TP	581.28
Vendor HAR01 - HARRINGTON INDUSTRIAL PLASTIC, LLC Total:					581.28
Vendor: HEA01 - HEALTH CARE DENTAL TRUST					
APRIL 2020	93622	04/10/2020	100-110-41002	DENTAL TRUST PREMIUM	581.32
APRIL 2020	93622	04/10/2020	100-112-41002	DENTAL TRUST PREMIUM	156.94
APRIL 2020	93622	04/10/2020	100-113-41002	DENTAL TRUST PREMIUM	133.72
APRIL 2020	93622	04/10/2020	100-115-41002	DENTAL TRUST PREMIUM	470.82
APRIL 2020	93622	04/10/2020	100-116-41002	DENTAL TRUST PREMIUM	219.12
APRIL 2020	93622	04/10/2020	100-117-41002	DENTAL TRUST PREMIUM	156.94
APRIL 2020	93622	04/10/2020	100-221-41002	DENTAL TRUST PREMIUM	156.94
APRIL 2020	93622	04/10/2020	100-221-41002	DENTAL TRUST PREMIUM	1,833.86
APRIL 2020	93622	04/10/2020	100-222-41002	DENTAL TRUST PREMIUM	352.84
APRIL 2020	93622	04/10/2020	100-222-41002	DENTAL TRUST PREMIUM	62.18
APRIL 2020	93622	04/10/2020	100-223-41002	DENTAL TRUST PREMIUM	1,381.76
APRIL 2020	93622	04/10/2020	100-231-41002	DENTAL TRUST PREMIUM	1,441.85
APRIL 2020	93622	04/10/2020	100-341-41002	DENTAL TRUST PREMIUM	447.60
APRIL 2020	93622	04/10/2020	100-343-41002	DENTAL TRUST PREMIUM	1,075.36
APRIL 2020	93622	04/10/2020	105-221-41002	DENTAL TRUST PREMIUM	823.66
APRIL 2020	93622	04/10/2020	105-231-41002	DENTAL TRUST PREMIUM	62.18
APRIL 2020	93622	04/10/2020	106-222-41002	DENTAL TRUST PREMIUM	133.72
APRIL 2020	93622	04/10/2020	106-231-41002	DENTAL TRUST PREMIUM	133.72
APRIL 2020	93622	04/10/2020	204-227-41002	DENTAL TRUST PREMIUM	313.88
APRIL 2020	93622	04/10/2020	209-551-41002	DENTAL TRUST PREMIUM	156.94
APRIL 2020	93622	04/10/2020	209-552-41002	DENTAL TRUST PREMIUM	124.36
APRIL 2020	93622	04/10/2020	209-554-41002	DENTAL TRUST PREMIUM	156.94
APRIL 2020	93622	04/10/2020	212-461-41002	DENTAL TRUST PREMIUM	195.90
APRIL 2020	93622	04/10/2020	212-461-41002	DENTAL TRUST PREMIUM	156.94
APRIL 2020	93622	04/10/2020	500-641-41002	DENTAL TRUST PREMIUM	1,067.88
APRIL 2020	93622	04/10/2020	500-642-41002	DENTAL TRUST PREMIUM	281.30
APRIL 2020	93622	04/10/2020	505-119-41002	DENTAL TRUST PREMIUM	313.88
APRIL 2020	93622	04/10/2020	998-20105	DENTAL TRUST PREMIUM	219.12
Vendor HEA01 - HEALTH CARE DENTAL TRUST Total:					12,611.67
Vendor: IED02 - IEDA, INC.					
22957	93623	04/10/2020	100-116-42101	LABOR RELATIONS CONSULTING 4/01-4/30/20	2,197.00
Vendor IED02 - IEDA, INC. Total:					2,197.00
Vendor: IMA01 - IMAGE SALES, INC.					
0068013-IN	93624	04/10/2020	100-222-42201	ID CARDS- POLICE	33.06

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Payment Dates: 04/04/2020 - 4/17/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
0068123-IN	93746	04/17/2020	100-222-42201	ID CARD- PD	20.76
Vendor IMA01 - IMAGE SALES, INC. Total:					53.82
Vendor: 1368 - INTERACTIVE RESOURCES, INC.					
181832	93625	04/10/2020	100-117-42101	FARIA HOUSE PERIOD FEB 20	320.00
Vendor 1368 - INTERACTIVE RESOURCES, INC. Total:					320.00
Vendor: 1131 - INTRADO INTERACTIVE SERVICES CORPORATION					
117308	93626	04/10/2020	525-118-42105	CIVICLIVE SUPPORT AND MAINTENANCE RENEWAL 20/21	5,880.00
Vendor 1131 - INTRADO INTERACTIVE SERVICES CORPORATION Total:					5,880.00
Vendor: 1846 - IONA VINSON					
40320	93627	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	18.75
Vendor 1846 - IONA VINSON Total:					18.75
Vendor: JWE01 - J. W. ENTERPRISES - NORTH					
222301	93747	04/17/2020	100-117-42511	PORTABLE TOILET RENTAL	137.70
Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:					137.70
Vendor: JAC02 - JACKFORMS					
3593	93628	04/10/2020	100-115-42201	BLUE LASER PAYROLL CHECKS- FINANCE	783.20
Vendor JAC02 - JACKFORMS Total:					783.20
Vendor: 1876 - JACKIE RUDIS					
40320	93629	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	177.00
Vendor 1876 - JACKIE RUDIS Total:					177.00
Vendor: 1285 - JACKSON LEWIS P.C.					
7514990	93630	04/10/2020	100-116-42101	GENERAL ADVICE AND COUNSEL ENDING FEBRUARY 29 20	407.00
Vendor 1285 - JACKSON LEWIS P.C. Total:					407.00
Vendor: COR15 - JACQUELINE L CORL-SEIDEL					
41020	93748	04/17/2020	209-552-43802	BALANCE/GENLTE YOGA/ EXERCISE CLASSES- SC	239.75
Vendor COR15 - JACQUELINE L CORL-SEIDEL Total:					239.75
Vendor: MEL05 - JAMES MELVIN					
APRIL 2020	93631	04/10/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	138.60
Vendor MEL05 - JAMES MELVIN Total:					138.60
Vendor: PAR01 - JAMES PARROTT					
APRIL 2020	93632	04/10/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	0.24
Vendor PAR01 - JAMES PARROTT Total:					0.24
Vendor: 1611 - JANICE M. BYER					
41020	93749	04/17/2020	209-552-43802	EXERCISE CLASSES- SC	180.00
Vendor 1611 - JANICE M. BYER Total:					180.00
Vendor: 1883 - JENNIFER SAUCILLO					
41020	93750	04/17/2020	209-20308	REFUND RENTAL 6/6/20 CANCELED FOR SHELTER IN PLACE	750.00
41020	93750	04/17/2020	209-552-38112	REFUND RENTAL 6/6/20 CANCELED FOR SHELTER IN PLACE	50.00
Vendor 1883 - JENNIFER SAUCILLO Total:					800.00
Vendor: 1872 - JENNY SANTOS					
40320	93633	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	177.00
Vendor 1872 - JENNY SANTOS Total:					177.00

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Payment Dates: 04/04/2020 - 4/17/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1868 - JIMMY EBY					
40320	93634	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	177.00
Vendor 1868 - JIMMY EBY Total:					177.00
Vendor: 1860 - JOHN GARNER					
40320	93635	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	21.00
Vendor 1860 - JOHN GARNER Total:					21.00
Vendor: HAR29 - JOHN HARDESTER					
APRIL 2020	93636	04/10/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	0.48
Vendor HAR29 - JOHN HARDESTER Total:					0.48
Vendor: 1856 - JOSE HOWEY					
40320	93637	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	177.00
Vendor 1856 - JOSE HOWEY Total:					177.00
Vendor: MIS01 - JULIAN MISRA					
APRIL 2020	93638	04/10/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	376.00
Vendor MIS01 - JULIAN MISRA Total:					376.00
Vendor: 1824 - KATRINA ALBAN					
32520	93639	04/10/2020	209-553-36401	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	101.65
Vendor 1824 - KATRINA ALBAN Total:					101.65
Vendor: 1682 - KAY SHEN					
41020	93751	04/17/2020	209-552-43802	DAY/EVENING TAI CHI CLASSES- SC	173.95
Vendor 1682 - KAY SHEN Total:					173.95
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000028981	93640	04/10/2020	500-641-44302	SLUDGE TO LANDFILL	5,202.98
Vendor KEL09 - KELLER CANYON LANDFILL Total:					5,202.98
Vendor: 1567 - KEN GRADY COMPANY, INC.					
4127	93641	04/10/2020	500-641-42107	SO2 ANALIZER- TP	673.28
4143	93641	04/10/2020	500-641-42107	SO2 ANALIZER- TP	232.28
Vendor 1567 - KEN GRADY COMPANY, INC. Total:					905.56
Vendor: COP02 - KENETH COPPO					
APRIL 2020	93642	04/10/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	1,204.19
Vendor COP02 - KENETH COPPO Total:					1,204.19
Vendor: KNO03 - KNORR SYSTEMS, INC.					
S1219540	93643	04/10/2020	209-557-42108	SUPPLIES- SWIM CENTER	852.15
Vendor KNO03 - KNORR SYSTEMS, INC. Total:					852.15
Vendor: KUB00 - KUBWATER RESOURCES, INC.					
09380	93644	04/10/2020	500-641-44303	ZETAG TOTE- TP	5,732.35
Vendor KUB00 - KUBWATER RESOURCES, INC. Total:					5,732.35
Vendor: LIE01 - LIEBERT CASSIDY WHITMORE					
1494633	93645	04/10/2020	100-117-42101	PROFESSIONAL SERVICES RENDERED THROUGH 2/29/20	108.00
Vendor LIE01 - LIEBERT CASSIDY WHITMORE Total:					108.00
Vendor: 1450 - LIKIBER INC. -RUBENSTEIN SUPPLY COMPANY					
S2087210.002	93646	04/10/2020	209-554-42108	MAINTENANCE	29.26
Vendor 1450 - LIKIBER INC. -RUBENSTEIN SUPPLY COMPANY Total:					29.26
Vendor: 1253 - LIL' FROG CREATIONS					
438	93647	04/10/2020	209-551-42515	GRAPHIC DESIGN SERVICES- SC	568.08
Vendor 1253 - LIL' FROG CREATIONS Total:					568.08

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Payment Dates: 04/04/2020 - 4/17/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1847 - LILLY WHALEN					
33120	93648	04/10/2020	209-554-36402	TOT SPORT PROGRAM CANCELED DUE TO SHELTER IN PLACE	147.00
Vendor 1847 - LILLY WHALEN Total:					147.00
Vendor: LIN18 - LINCOLN AQUATICS					
D8674951	93649	04/10/2020	209-557-42108	MAINTENANCE- SWIM CENTER	357.12
D8675419	93649	04/10/2020	209-557-42108	MAINTENANCE- SWIM CENTER	471.60
NS320749	93649	04/10/2020	209-557-42108	MAINTENANCE- SWIM CENTER	387.14
NV117966	93649	04/10/2020	209-557-42108	MAINTENANCE- SWIM CENTER	37.75
Vendor LIN18 - LINCOLN AQUATICS Total:					1,253.61
Vendor: BRU10 - LINDA BRUNS					
APRIL 2020	93650	04/10/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	102.17
Vendor BRU10 - LINDA BRUNS Total:					102.17
Vendor: CUR03 - LN CURTIS & SONS					
INV372160	93752	04/17/2020	100-231-44410	SAFETY CLOTHING- FIRE	196.54
Vendor CUR03 - LN CURTIS & SONS Total:					196.54
Vendor: 1841 - LYNDEE CUARTERO					
32520	93651	04/10/2020	209-553-36401	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	211.48
Vendor 1841 - LYNDEE CUARTERO Total:					211.48
Vendor: 1885 - MAKING WAVES ACADEMY BASEBALL TEAM					
41520	93753	04/17/2020	209-551-34218	FIELD RESERVATION CANCELED DUE TO SHELTER IN PLACE	1,134.00
Vendor 1885 - MAKING WAVES ACADEMY BASEBALL TEAM Total:					1,134.00
Vendor: 1879 - MANDEEP JHUTTI					
40320	93652	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	177.00
Vendor 1879 - MANDEEP JHUTTI Total:					177.00
Vendor: 1848 - MANWINDER SINGH					
33120	93653	04/10/2020	209-554-36402	TOT SPORT PROGRAM CANCELED DUE TO SHELTER IN PLACE	128.00
Vendor 1848 - MANWINDER SINGH Total:					128.00
Vendor: IRV03 - MARGARET M IRVIN					
41020	93754	04/17/2020	209-552-43802	WRITING CLASS- SC	10.50
Vendor IRV03 - MARGARET M IRVIN Total:					10.50
Vendor: 1835 - MARIA ALVARADO-GARCIA					
32520	93654	04/10/2020	209-553-36401	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	243.00
Vendor 1835 - MARIA ALVARADO-GARCIA Total:					243.00
Vendor: 1881 - MARIA INFANTE					
40320	93655	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	177.00
Vendor 1881 - MARIA INFANTE Total:					177.00
Vendor: MAT21 - MARIA MATA					
32520	93656	04/10/2020	209-553-36401	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	211.48
Vendor MAT21 - MARIA MATA Total:					211.48
Vendor: 1829 - MARIE KUNDYSEK					
32520	93657	04/10/2020	209-553-36401	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	122.10
Vendor 1829 - MARIE KUNDYSEK Total:					122.10

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Payment Dates: 04/04/2020 - 4/17/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: TOR09 - MARTHA TORRES					
40320	93658	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	177.00
Vendor TOR09 - MARTHA TORRES Total:					177.00
Vendor: 1874 - MARVIN MIRANDA					
40320	93659	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	177.00
Vendor 1874 - MARVIN MIRANDA Total:					177.00
Vendor: DRA01 - MARY DRAZBA					
APRIL 2020	93660	04/10/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	201.46
Vendor DRA01 - MARY DRAZBA Total:					201.46
Vendor: ROB21 - MARY ROBERTS					
APRIL 2020	93661	04/10/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	320.70
Vendor ROB21 - MARY ROBERTS Total:					320.70
Vendor: 1870 - MAY HONORIO					
40320	93662	04/10/2020	209-554-36402	REFUND CLASSES CANCELLED DUE TO SHERLTER IN PLACE	177.00
Vendor 1870 - MAY HONORIO Total:					177.00
Vendor: 1831 - MELANIE PEREZ					
32520	93663	04/10/2020	209-553-36401	REFUND CLASSES CANCELLED DUE TO SHERLTER IN PLACE	357.00
Vendor 1831 - MELANIE PEREZ Total:					357.00
Vendor: MET06 - METTLER-TOLEDO,INC.					
654822207	93664	04/10/2020	500-641-44305	PREVENTIVE MAINTENANCE SERVICES- TP	402.78
Vendor MET06 - METTLER-TOLEDO,INC. Total:					402.78
Vendor: MEY01 - MEYERS,NAVE,RIBACK,SILVER					
2020010247	93755	04/17/2020	100-114-42102	CITY ATTORNEY SERVICES	28,116.88
2020010247	93755	04/17/2020	106-114-42102	CITY ATTORNEY SERVICES	1,431.00
2020010249	93755	04/17/2020	100-114-42102	CITY COUNCIL MEETINGS	1,125.00
2020010250	93755	04/17/2020	100-114-42102	PUBLIC RECORDS ACT REQUESTS	1,045.00
2020010251	93755	04/17/2020	100-114-42102	RISK MANAGEMENT	957.00
2020010252	93755	04/17/2020	100-114-42102	PINOLE SQUARE SHOPPING CENTER- CR	390.50
2020010253	93755	04/17/2020	100-114-42102	BALLOT MEASURE- FIRE SAFETY PARCEL TAX	1,139.50
2020010254	93755	04/17/2020	100-114-42102	MAKING WAVES ACADEMY- CR	158.00
2020010255	93755	04/17/2020	100-114-42102	CHARTER CITY MEASURE	5,421.50
2020010256	93755	04/17/2020	100-114-42102	GENERAL SERVICES- PUBLIC WORKS	1,659.00
2020010257	93755	04/17/2020	100-114-42102	PUBLIC WORKS- NON-ROUTINE PROJECTS	869.00
2020010258	93755	04/17/2020	100-114-42102	CLAIM AGAINST PG&E FOR DELAYS TO PROJECT CONSTRUCTI	896.50
2020010259	93755	04/17/2020	100-114-42102	GENERAL SERVICES- CITY CLERK	348.00
2020010260	93755	04/17/2020	100-114-42102	GENERAL SERVICES- CITY ATTORNEY MISCELLANEOUS	228.00
2020010261	93755	04/17/2020	100-114-42102	PINOLE/HERCULES WASTE WATER UPGRADE PROJECT	1,619.50
2020010262	93755	04/17/2020	100-114-42102	GENERAL SERVICES- POLICE	2,686.00
2020010263	93755	04/17/2020	100-114-42102	GENERAL SERVICES- LABOR AND EMPLOYMENT	2,543.00
2020010264	93755	04/17/2020	100-114-42102	LABOR NEGOTIATIONS	2,646.50
2020010265	93755	04/17/2020	100-114-42102	GENERAL SERVICES- CODE ENFORCEMENT	87.00

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
2020010266	93755	04/17/2020	100-114-42102	GENERAL SERVICES- COMMUNITY DEVELOPMENT	2,867.00
2020010267	93755	04/17/2020	100-114-42102	GENERAL SERVICES- FIRE	174.00
2020010268	93755	04/17/2020	100-114-42102	GENERAL SERVICES- RECREATIONAL	319.00
2020010269	93755	04/17/2020	100-114-42102	SUCCESSOR AGENCY- ADMINISTRATIVE MATTERS	97.50
Vendor MEY01 - MEYERS,NAVE,RIBACK,SILVER Total:					56,824.38
Vendor: HOW08 - MICHAEL HOWE					
32520	93665	04/10/2020	100-221-42101	REIMBURSEMENT FOR LIVE SCAN- POLICE	30.00
Vendor HOW08 - MICHAEL HOWE Total:					30.00
Vendor: 1115 - MICHELLE FITZER					
APRIL 2020	93666	04/10/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	36.49
APRIL 2020-02	93666	04/10/2020	100-117-41101	RETIREE MEDICARE REIMBURSEMENT	202.40
Vendor 1115 - MICHELLE FITZER Total:					238.89
Vendor: ROG02 - MILES ROGERS					
APRIL 2020	93667	04/10/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	204.34
Vendor ROG02 - MILES ROGERS Total:					204.34
Vendor: 1851 - MONICA TORRES					
33120	93668	04/10/2020	209-554-36402	REFUND CLASSES CANCELLED DUE TO SHERLTER IN PLACE	128.00
Vendor 1851 - MONICA TORRES Total:					128.00
Vendor: MUN07 - MUNICIPAL POOLING AUTH.					
INV001011	93757	04/17/2020	100-221-46201	UNMET LIABILITY DEDUCTIBLE FEB 20	336.00
INV001011	93757	04/17/2020	100-343-46201	UNMET LIABILITY DEDUCTIBLE FEB 20	2,121.62
Vendor MUN07 - MUNICIPAL POOLING AUTH. Total:					2,457.62
Vendor: MYE01 - MYERS STEVENS & TOOHEY CO					
1340340	93669	04/10/2020	100-221-41008	LONG TERM DISABILITY INSURANCE PREMIUMS	475.20
1340340	93669	04/10/2020	100-223-41008	LONG TERM DISABILITY INSURANCE PREMIUMS	193.50
1340340	93669	04/10/2020	105-221-41008	LONG TERM DISABILITY INSURANCE PREMIUMS	148.50
1340340	93669	04/10/2020	204-227-41008	LONG TERM DISABILITY INSURANCE PREMIUMS	59.40
Vendor MYE01 - MYERS STEVENS & TOOHEY CO Total:					876.60
Vendor: 1871 - NAILAH HUNTER					
40320	93670	04/10/2020	209-554-36402	REFUND CLASSES CANCELLED DUE TO SHERLTER IN PLACE	177.00
Vendor 1871 - NAILAH HUNTER Total:					177.00
Vendor: 1839 - NANCY SVENSSON					
32520	93671	04/10/2020	209-553-36401	REFUND CLASSES CANCELLED DUE TO SHERLTER IN PLACE	243.00
Vendor 1839 - NANCY SVENSSON Total:					243.00
Vendor: 1838 - NGUYEN PORTER					
32520	93672	04/10/2020	209-553-36401	REFUND CLASSES CANCELLED DUE TO SHERLTER IN PLACE	211.48
Vendor 1838 - NGUYEN PORTER Total:					211.48
Vendor: 1826 - NICOLE ARROYO					
32520	93673	04/10/2020	209-553-36401	REFUND CLASSES CANCELLED DUE TO SHERLTER IN PLACE	105.00
Vendor 1826 - NICOLE ARROYO Total:					105.00

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Payment Dates: 04/04/2020 - 4/17/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1873 - NICOLE MENDOZA					
40320	93674	04/10/2020	209-554-36402	REFUND CLASSES CANCELLED DUE TO SHERLTER IN PLACE	177.00
Vendor 1873 - NICOLE MENDOZA Total:					177.00
Vendor: 1865 - NNEKA GALLAREAD					
33120	93758	04/17/2020	209-554-36402	REFUND SPORT PROGRAM CANCELED FOR SHELTER IN PLACE	147.00
Vendor 1865 - NNEKA GALLAREAD Total:					147.00
Vendor: 1821 - NOELLE SMYTHE					
32520	93675	04/10/2020	209-553-36401	REFUND CLASSES CANCELLED DUE TO SHERLTER IN PLACE	81.00
Vendor 1821 - NOELLE SMYTHE Total:					81.00
Vendor: MEJ04 - NORMA MEJIA					
41020	93759	04/17/2020	209-552-43802	ZUMBA CLASSES- SC	465.50
Vendor MEJ04 - NORMA MEJIA Total:					465.50
Vendor: O'R01 - O'REILLY AUTOMOTIVE, INC					
MARCH 28 20	93676	04/10/2020	100-231-42107	MONTHLY STMT FULL PAYMENT	117.86
MARCH 28 20	93676	04/10/2020	100-343-42107	MONTHLY STMT FULL PAYMENT	24.02
MARCH 28 20	93676	04/10/2020	100-345-42107	MONTHLY STMT FULL PAYMENT	3.81
MARCH 28 20	93676	04/10/2020	207-344-42107	MONTHLY STMT FULL PAYMENT	52.41
MARCH 28 20	93676	04/10/2020	500-642-42107	MONTHLY STMT FULL PAYMENT	4.36
Vendor O'R01 - O'REILLY AUTOMOTIVE, INC Total:					202.46
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
SK65465N420	93677	04/10/2020	100-343-42108	MAINTENANCE- CITY HALL	113.15
SK65542N420	93677	04/10/2020	100-343-42108	MAINTENANCE- CITY OF PINOLE	113.10
SKO5793N420	93677	04/10/2020	209-553-42108	MAINTENANCE- YOUTH CENTER	191.76
Vendor OTI01 - OTIS ELEVATOR COMPANY Total:					418.01
Vendor: CBA00 - PACIFIC CREDIT SERVICES					
862800000091	93760	04/17/2020	100-000-31510	RECONCILIATION AND BILLING	55.37
Vendor CBA00 - PACIFIC CREDIT SERVICES Total:					55.37
Vendor: ATH02 - PATRICIA ATHENOUR					
APRIL 2020	93678	04/10/2020	100-117-41101	RETIREE MEDICARE REIMBURSEMENT	144.60
Vendor ATH02 - PATRICIA ATHENOUR Total:					144.60
Vendor: LON02 - PATRICIA LONG					
41020	93761	04/17/2020	209-552-43802	CWLD CLASS- SC	137.20
Vendor LON02 - PATRICIA LONG Total:					137.20
Vendor: CLA17 - PAUL CLANCY					
APRIL 2020	93679	04/10/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	401.13
Vendor CLA17 - PAUL CLANCY Total:					401.13
Vendor: 1244 - PEARL HARRIS					
41420	93762	04/17/2020	209-20309	REFUND RENTAL CANCELED FOR SHELTER IN PLACE	50.00
41420	93762	04/17/2020	209-554-38112	REFUND RENTAL CANCELED FOR SHELTER IN PLACE	250.00
Vendor 1244 - PEARL HARRIS Total:					300.00
Vendor: PET08 - PET FOOD EXPRESS CORP					
25-2003PN	93680	04/10/2020	100-221-42514	K9 SERVICES- POLICE	45.05

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
64-2003PN	93680	04/10/2020	100-221-42514	K9 SERVICES- POLICE	65.51
Vendor PET08 - PET FOOD EXPRESS CORP Total:					110.56
Vendor: PGE01 - PG&E					
MARCH 11 20-3776711801	93681	04/10/2020	209-553-43103	2454 SIMAS AVE REC CTR & POOL	105.46
MARCH 12 20-421624157	93681	04/10/2020	100-222-43103	809 CITY HALL	14.62
MARCH 12 20-6317540498	93681	04/10/2020	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	318.44
MARCH 13 20-1152600883	93681	04/10/2020	100-222-43103	800 TENNENT AVE PUBLIC SAFETY FACILITY	1,615.08
MARCH 13 20-1152600883	93681	04/10/2020	100-223-43103	800 TENNENT AVE PUBLIC SAFETY FACILITY	323.02
MARCH 13 20-1152600883	93681	04/10/2020	100-231-43103	800 TENNENT AVE PUBLIC SAFETY FACILITY	1,292.05
MARCH 13 20-4484683029	93681	04/10/2020	100-345-43103	1270 ADOBE RD @ OUTSIDE BATHROOMS	94.59
MARCH 13 20-5944278716	93681	04/10/2020	500-641-43103	SEWAGE PLNT-FT OF TENNENT	3,562.00
MARCH 13 20-7027447186	93681	04/10/2020	209-558-43103	601 TENNENT AVE PUBLIC MEETING HALL	97.03
MARCH 13 20-8402601462	93681	04/10/2020	209-552-43103	2500 CHARLES ST SENIOR CENTER	513.21
MARCH 13 20-8455531156	93681	04/10/2020	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	40.34
MARCH 13 20-8455531156	93681	04/10/2020	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	60.50
MARCH 17 20-3735045137	93681	04/10/2020	209-557-43103	2450 SIMAS AVE SWIM CTR	93.96
MARCH 18 20-0527157509	93681	04/10/2020	200-342-43103	TARA HILLS DR 500 FT APPIAN WAY TRAFFIC SIGNAL	49.67
MARCH 18 20-0527600923	93681	04/10/2020	100-110-43103	2131 PEAR ST	66.32
MARCH 18 20-0527600923	93681	04/10/2020	100-111-43103	2131 PEAR ST	87.27
MARCH 18 20-0527600923	93681	04/10/2020	100-112-43103	2131 PEAR ST	96.00
MARCH 18 20-0527600923	93681	04/10/2020	100-115-43103	2131 PEAR ST	239.11
MARCH 18 20-0527600923	93681	04/10/2020	100-116-43103	2131 PEAR ST	69.81
MARCH 18 20-0527600923	93681	04/10/2020	100-117-43103	2131 PEAR ST	776.67
MARCH 18 20-0527600923	93681	04/10/2020	100-343-43103	2131 PEAR ST	1,446.88
MARCH 18 20-0527600923	93681	04/10/2020	200-342-43103	2131 PEAR ST	253.07
MARCH 18 20-0527600923	93681	04/10/2020	212-461-43103	2131 PEAR ST	104.72
MARCH 18 20-0527600923	93681	04/10/2020	212-462-43103	2131 PEAR ST	263.54
MARCH 18 20-0527600923	93681	04/10/2020	285-464-43103	2131 PEAR ST	87.27
MARCH 18 20-0839890217	93681	04/10/2020	100-345-43103	TENNENT & PARK ST CLUB HOUSE	16.74
MARCH 18 20-0985490813	93681	04/10/2020	200-342-43103	2149 1/2 APPIAN WAY TRAFFIC SIGNAL	45.48
MARCH 18 20-1048223537	93681	04/10/2020	100-343-43103	659 TENNENT AVE PARKING LOT LIGHTS	88.10
MARCH 18 20-2517134065	93681	04/10/2020	209-559-43103	2937 PINOLE VALLEY RD TENNIS CT LIGHTS	566.13
MARCH 18 20-3728162969	93681	04/10/2020	201-343-43103	600 Tennent Ave-Blackies Storage	19.74
MARCH 18 20-4840156969	93681	04/10/2020	201-343-43103	2361 SAN PABLO AVE PARKING LOT LIGHTS	88.62
MARCH 18 20-5433314368	93681	04/10/2020	200-342-43103	APPIAN WAY & TARA HILLS TRAFFIC SIGNAL	114.81
MARCH 18 20-5919244612	93681	04/10/2020	201-343-43103	2100 SAN PABLO AVE FARIA HOUSE	40.12
MARCH 18 20-6069113914	93681	04/10/2020	100-345-43103	FERNANDEZ PARK BALLPARK LIGHTING	810.56
MARCH 18 20-6070215274	93681	04/10/2020	201-343-43103	2361 SAN PABLO AVE OLD BANK BUILDING	46.87
MARCH 18 20-7069113850	93681	04/10/2020	100-345-43103	601 TENNENT AVE CARETAKER'S SHED	172.19

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
MARCH 18 20-8181267964	93681	04/10/2020	310-348-43103	2680 PINOLE VALLEY RD MEDIAN IRRIGATION SHOPPING C	10.64
MARCH 18 20-9146352506	93681	04/10/2020	215-341-43103	701 Pinon/2489 San Pablo- Electric CHGS	40.89
MARCH 18 20-9465139985	93681	04/10/2020	201-343-43103	NEAR 795 FERNANDEZ PARKING LOT LIGHTS	153.80
MARCH 19 20-0517134193	93681	04/10/2020	200-342-43103	HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER	52.11
MARCH 19 20-0860863311	93681	04/10/2020	200-342-43103	PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER	98.71
MARCH 19 20-0964890209	93681	04/10/2020	200-342-43103	S/E CORNER SAN PABLO AVE & TENNENT TRAFFIC SIGNAL	73.88
MARCH 19 20-1878052793	93681	04/10/2020	200-342-43103	1451 FITZGERALD DR TRAFFIC SIGNAL	68.21
MARCH 19 20-3340482620	93681	04/10/2020	200-342-43103	N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG	74.29
MARCH 19 20-4278075387	93681	04/10/2020	100-345-43103	588 MARLESTA RD LOUIS FRANCIS PARK	40.02
MARCH 19 20-5132258687	93681	04/10/2020	200-342-43103	FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL	80.53
MARCH 19 20-6863059824	93681	04/10/2020	310-347-43103	1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC	97.40
MARCH 19 20-7465331121	93681	04/10/2020	200-342-43103	DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT	65.95
MARCH 19 20-7965140081	93681	04/10/2020	200-342-43103	2501 SAN PABLO AVE TRAFFIC CONTROLLER	69.91
MARCH 19 20-8131555374	93681	04/10/2020	200-342-43103	1220 PINOLE VALLEY RD TRAFFIC SIGNAL	82.82
MARCH 19 20-8152447114	93681	04/10/2020	200-342-43103	2429 SAN PABLO AVE	54.37
MARCH 19 20-8278062615	93681	04/10/2020	100-345-43103	S/E CORNER OF ROGERS & NOB HILL SPRINKLER SYSTEM	9.85
MARCH 19 20-8673925127	93681	04/10/2020	500-642-43103	893 1/2 SAN PABLO AVE PUMP STATION	107.73
MARCH 19 20-8715481233	93681	04/10/2020	200-342-43103	SAN PABLO AVE TRAFFIC SIGNAL	82.04
MARCH 19 20-8956024951	93681	04/10/2020	201-343-43103	2279 1/2 PARK ST	10.64
MARCH 19 20-9069268086	93681	04/10/2020	200-342-43103	N/S BORDER CITY OF PINOLE	97.40
MARCH 19 20-9527530466	93681	04/10/2020	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	95.98
MARCH 19 20-9527530466	93681	04/10/2020	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	143.96
MARCH 23 20-3857662222	93681	04/10/2020	100-345-43103	STREET AND HIGHWAY LIGHTING	49.39
MARCH 23 20-3857662222	93681	04/10/2020	200-342-43103	STREET AND HIGHWAY LIGHTING	14,911.94
MARCH 23 20-3857662222	93681	04/10/2020	310-347-43103	STREET AND HIGHWAY LIGHTING	280.00
MARCH 23 20-3857662222	93681	04/10/2020	310-348-43103	STREET AND HIGHWAY LIGHTING	400.00
MARCH 26 20-2839039929	93681	04/10/2020	201-343-43103	790 PINOLE SHORES DR-NEW METAL BUILDING	63.51
MARCH 26 20-7882258511	93681	04/10/2020	100-345-43103	W/S PINOLE SHORES DR- SPRINKLER CONTROLLER	11.01
MARCH 27 20-1194267547	93681	04/10/2020	100-222-43103	880 Tennent Ave-Public Safety Facility	2,574.88
MARCH 27 20-1194267547	93681	04/10/2020	100-223-43103	880 Tennent Ave-Public Safety Facility	514.98
MARCH 27 20-1194267547	93681	04/10/2020	100-231-43103	880 Tennent Ave-Public Safety Facility	2,059.89
MARCH 27 20-1404844256	93681	04/10/2020	500-641-43103	11 TENNANT AVE	44,679.42
MARCH 27 20-2464464430	93681	04/10/2020	100-345-43103	S/O MARLESTA 1ST POLE- SPRINKLER CONTROLLER	10.80

WARRANT LISTING

Payment Dates: 04/04/2020 - 4/17/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
MARCH 27 20-9840139961	93681	04/10/2020	209-552-43103	2500 CHARLES ST-SENIOR CENTER	2,518.14
Vendor PGE01 - PG&E Total:					83,365.08
Vendor: 1869 - PHILLIP HODGES					
40320	93685	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	177.00
Vendor 1869 - PHILLIP HODGES Total:					177.00
Vendor: JAR01 - PINOLE GOODYEAR					
MARCH 25 20-1328	93763	04/17/2020	100-231-42107	MONTHLY STMT FULL PAYMENT	489.53
MARCH 25 20-1328	93763	04/17/2020	100-343-42107	MONTHLY STMT FULL PAYMENT	795.44
MARCH 25 20-1328	93763	04/17/2020	500-642-42107	MONTHLY STMT FULL PAYMENT	755.07
Vendor JAR01 - PINOLE GOODYEAR Total:					2,040.04
Vendor: 1864 - PINOLE VALLEY HIGH SCHOOL SOFTBALL					
32420	93686	04/10/2020	209-20308	MH RENTAL 3/28/20 CANCELED DUE TO SHELTER IN PLACE	250.00
32420	93686	04/10/2020	209-552-38112	MH RENTAL 3/28/20 CANCELED DUE TO SHELTER IN PLACE	555.00
Vendor 1864 - PINOLE VALLEY HIGH SCHOOL SOFTBALL Total:					805.00
Vendor: PIT06 - PITNEY BOWES					
APRIL 10 20	93687	04/10/2020	100-117-42203	POSTAGE- FINANCE	3,394.70
Vendor PIT06 - PITNEY BOWES Total:					3,394.70
Vendor: 1009 - PRECISION IT CONSULTING					
10668	93688	04/10/2020	525-118-42510	ADOBE PRO FOR LETICIA- FIRE	462.13
10702	93688	04/10/2020	525-118-42101	PROJECT SUPPORT SYSTEMS TECHNICIAN	7,980.00
10723	93688	04/10/2020	525-118-42101	AGREEMENT PRECISION 360 GOLD FOR MAY 20	14,618.55
10732	93688	04/10/2020	525-118-42101	AGREEMENT PRECISION 360 OFFICE 365 MARCH 20	2,768.00
Vendor 1009 - PRECISION IT CONSULTING Total:					25,828.68
Vendor: 1845 - PRISCILLA MKENDA					
40320	93689	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	18.75
Vendor 1845 - PRISCILLA MKENDA Total:					18.75
Vendor: R&S01 - R & S ERECTION OF RICHMOND, INC.					
98007C	93690	04/10/2020	100-231-42108	MAINTENANCE- FIRE	892.37
Vendor R&S01 - R & S ERECTION OF RICHMOND, INC. Total:					892.37
Vendor: 1536 - RAIN FOR RENT					
1464815	93691	04/10/2020	500-641-42101	EQUIPMENT REPAIR- TP	7,360.74
Vendor 1536 - RAIN FOR RENT Total:					7,360.74
Vendor: RAN06 - RANEY PLANNING & MANAGEMENT, INC.					
1937E-10	93692	04/10/2020	212-20340	LABOR FEB 20 PINOLE SQUARE REDEVELOPMENT	2,978.65
Vendor RAN06 - RANEY PLANNING & MANAGEMENT, INC. Total:					2,978.65
Vendor: 1828 - REBECCA CHEYNE					
32520	93693	04/10/2020	209-553-36401	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	105.00
Vendor 1828 - REBECCA CHEYNE Total:					105.00
Vendor: REC07 - RECDESK LLC					
INV10804	93694	04/10/2020	525-118-42106	VARIABLE TRANSACTION CHARGE FOR 3/1/19-2/28/20	1,691.00
Vendor REC07 - RECDESK LLC Total:					1,691.00

WARRANT LISTING

Payment Dates: 04/04/2020 - 4/17/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1866 - ROZAFELLE DE LA CRUZ					
333120	93695	04/10/2020	209-554-36402	TOTS PROGRAM CANCELED DUE TO SHELTER IN PLACE	147.00
Vendor 1866 - ROZAFELLE DE LA CRUZ Total:					147.00
Vendor: ROS08 - RSG, INC.					
1005971	93696	04/10/2020	285-464-42101	COMPLIANCE MONITORING- YEAR 3	680.00
1005973	93696	04/10/2020	285-464-42101	AFFORDABLE HOUSING RFP AND DEVELOPER SELECTION	135.00
Vendor ROS08 - RSG, INC. Total:					815.00
Vendor: J&O01 - RUBBER DUST INC.					
129741	93697	04/10/2020	500-641-42107	VEHICLE MAINTENANCE- TP	1,089.05
Vendor J&O01 - RUBBER DUST INC. Total:					1,089.05
Vendor: 1833 - SANDERS DELARA					
32520	93698	04/10/2020	209-553-36401	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	296.10
Vendor 1833 - SANDERS DELARA Total:					296.10
Vendor: 1837 - SARAH PASSAGE					
32520	93699	04/10/2020	209-553-36401	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	211.48
Vendor 1837 - SARAH PASSAGE Total:					211.48
Vendor: 1852 - SHARI COVINGTON					
40720	93700	04/10/2020	209-551-38112	PARK RENTAL CANCELED DUE TO SHELTER IN PLACE	213.00
Vendor 1852 - SHARI COVINGTON Total:					213.00
Vendor: 1882 - SHARON LEWIS					
41020	93764	04/17/2020	209-552-38112	REFUND RENTAL CANCELED FOR SHELTER IN PLACE	24.00
Vendor 1882 - SHARON LEWIS Total:					24.00
Vendor: WEB10 - SHEILA WEBB					
41020	93765	04/17/2020	209-552-43802	WATERCOLOR CLASS- SC	7.00
Vendor WEB10 - SHEILA WEBB Total:					7.00
Vendor: 1714 - SHERRI D. LEWIS					
PC04PINOLE-FY19/20	93701	04/10/2020	212-461-42514	MINUTES FOR PLANNING COMMISSION MEETING JAN 20	262.50
PC05PINOLE-FY19/20	93701	04/10/2020	212-461-42514	MINUTES FOR PLANNING COMMISSION MEETING FEB 20	337.50
Vendor 1714 - SHERRI D. LEWIS Total:					600.00
Vendor: 1820 - SHOMALIA HAFEEZ					
32520	93702	04/10/2020	209-553-36401	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	70.48
33120	93702	04/10/2020	209-554-36402	TOTS PROGRAM CANCELED DUE TO SHELTER IN PLACE	128.00
Vendor 1820 - SHOMALIA HAFEEZ Total:					198.48
Vendor: SHR02 - SHRED DEFENSE INC					
34698	93703	04/10/2020	100-222-42101	ON SITE PULVERIZATION SERVICES- PD	161.20
34720	93766	04/17/2020	100-221-42101	ON SITE PULVERIZATION SERVICES- PD	161.20
Vendor SHR02 - SHRED DEFENSE INC Total:					322.40
Vendor: 1842 - SOMALIA FOLASHADE					
40620	93704	04/10/2020	209-551-38112	RENTAL CANCELED DUE TO SHELTER IN PLACE	563.00
Vendor 1842 - SOMALIA FOLASHADE Total:					563.00
Vendor: 1853 - SONIA NARAJA					
40720	93705	04/10/2020	209-551-38112	REFUND RENTAL CANCELED DUE TO SHELTER IN PLACE	138.00
Vendor 1853 - SONIA NARAJA Total:					138.00

WARRANT LISTING

Payment Dates: 04/04/2020 - 4/17/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: STA56 - STAILING S&S RV REPAIRS					
6337-801	93706	04/10/2020	100-221-42107	VEHICLE MAINTENANCE- PD	34.95
6338-834	93706	04/10/2020	100-221-42107	VEHICLE MAINTENANCE- PD	34.95
Vendor STA56 - STAILING S&S RV REPAIRS Total:					69.90
Vendor: 1843 - STELLA BYORWANGO					
40320	93707	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	18.75
Vendor 1843 - STELLA BYORWANGO Total:					18.75
Vendor: 1867 - STEPHANIE HERNANDEZ-JARVIZ					
33120	93708	04/10/2020	209-554-36402	TOT PROGRAM CANCELED DUE TO SHELTER IN PLACE	128.00
Vendor 1867 - STEPHANIE HERNANDEZ-JARVIZ Total:					128.00
Vendor: STE20 - STERICYCLE, INC.					
3005052112	93709	04/10/2020	100-222-42101	MONTHLY CHARGES- POLICE	55.44
Vendor STE20 - STERICYCLE, INC. Total:					55.44
Vendor: 1637 - STRYKER SALES CORPORATION					
2987992 M	93767	04/17/2020	100-231-42104	PARAMEDIC SERVICE- FIRE	1,128.60
Vendor 1637 - STRYKER SALES CORPORATION Total:					1,128.60
Vendor: SUG01 - SUGAR CITY BUILDING MATERIALS COMPANY					
49637	93710	04/10/2020	207-344-42108	AB ROCK- PW	41.81
Vendor SUG01 - SUGAR CITY BUILDING MATERIALS COMPANY Total:					41.81
Vendor: SUN08 - SUNRISE ENVIRONMENTAL SCIENTIFIC					
106774	93711	04/10/2020	500-641-44410	SAFETY SUPPLIES- TP	189.65
Vendor SUN08 - SUNRISE ENVIRONMENTAL SCIENTIFIC Total:					189.65
Vendor: 1844 - TAMMY GARCIA					
40320	93712	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	18.75
Vendor 1844 - TAMMY GARCIA Total:					18.75
Vendor: KRI01 - TERRI KRIEGER					
APRIL 2020	93713	04/10/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	0.24
Vendor KRI01 - TERRI KRIEGER Total:					0.24
Vendor: OFF11 - THE OFFICE CITY					
MARCH 31 20	93768	04/17/2020	100-117-42201	MONTHLY SMT FULL PAYMENT	33.03
MARCH 31 20	93768	04/17/2020	500-641-42201	MONTHLY SMT FULL PAYMENT	63.01
Vendor OFF11 - THE OFFICE CITY Total:					96.04
Vendor: 1819 - TIFFANY WIBUNSIN					
32520	93714	04/10/2020	209-553-36401	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	357.00
Vendor 1819 - TIFFANY WIBUNSIN Total:					357.00
Vendor: TRA01 - TRANS BAY INSURANCE					
3852	93715	04/10/2020	100-110-42506	INSURANCE PREMIUM ON POLICY#58582550	0.73
3852	93715	04/10/2020	100-111-42506	INSURANCE PREMIUM ON POLICY#58582550	4.62
3852	93715	04/10/2020	100-112-42506	INSURANCE PREMIUM ON POLICY#58582550	3.40
3852	93715	04/10/2020	100-113-42506	INSURANCE PREMIUM ON POLICY#58582550	0.07
3852	93715	04/10/2020	100-115-42506	INSURANCE PREMIUM ON POLICY#58582550	7.14
3852	93715	04/10/2020	100-116-42506	INSURANCE PREMIUM ON POLICY#58582550	5.46
3852	93715	04/10/2020	100-117-42506	INSURANCE PREMIUM ON POLICY#58582550	1.50
3852	93715	04/10/2020	100-221-42506	INSURANCE PREMIUM ON POLICY#58582550	45.38

WARRANT LISTING

Payment Dates: 04/04/2020 - 4/17/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
3852	93715	04/10/2020	100-222-42506	INSURANCE PREMIUM ON POLICY#58582550	6.27
3852	93715	04/10/2020	100-223-42506	INSURANCE PREMIUM ON POLICY#58582550	18.47
3852	93715	04/10/2020	100-231-42506	INSURANCE PREMIUM ON POLICY#58582550	26.15
3852	93715	04/10/2020	100-341-42506	INSURANCE PREMIUM ON POLICY#58582550	8.27
3852	93715	04/10/2020	100-343-42506	INSURANCE PREMIUM ON POLICY#58582550	10.68
3852	93715	04/10/2020	105-221-42506	INSURANCE PREMIUM ON POLICY#58582550	20.42
3852	93715	04/10/2020	105-231-42506	INSURANCE PREMIUM ON POLICY#58582550	9.09
3852	93715	04/10/2020	106-221-42506	INSURANCE PREMIUM ON POLICY#58582550	1.02
3852	93715	04/10/2020	106-231-42506	INSURANCE PREMIUM ON POLICY#58582550	3.79
3852	93715	04/10/2020	204-227-42506	INSURANCE PREMIUM ON POLICY#58582550	4.09
3852	93715	04/10/2020	205-227-42506	INSURANCE PREMIUM ON POLICY#58582550	0.25
3852	93715	04/10/2020	209-551-42506	INSURANCE PREMIUM ON POLICY#58582550	1.71
3852	93715	04/10/2020	209-552-42506	INSURANCE PREMIUM ON POLICY#58582550	1.46
3852	93715	04/10/2020	209-552-42506	INSURANCE PREMIUM ON POLICY#58582550	3.23
3852	93715	04/10/2020	209-554-42506	INSURANCE PREMIUM ON POLICY#58582550	2.96
3852	93715	04/10/2020	212-461-42506	INSURANCE PREMIUM ON POLICY#58582550	2.64
3852	93715	04/10/2020	212-462-42506	INSURANCE PREMIUM ON POLICY#58582550	5.00
3852	93715	04/10/2020	317-345-42506	INSURANCE PREMIUM ON POLICY#58582550	0.26
3852	93715	04/10/2020	500-641-42506	INSURANCE PREMIUM ON POLICY#58582550	18.46
3852	93715	04/10/2020	500-642-42506	INSURANCE PREMIUM ON POLICY#58582550	4.62
3852	93715	04/10/2020	505-119-42506	INSURANCE PREMIUM ON POLICY#58582550	4.11
Vendor TRA01 - TRANS BAY INSURANCE Total:					221.25

Vendor: UNI07 - UNIVERSAL BUILDING SVCS.

254411	93716	04/10/2020	100-222-42108	SANITARY SUPPLIES- POLICE	293.81
Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:					293.81

Vendor: USB06 - US BANK CORPORATE PMNT.SYSTEM

MARCH 23 20	93717	04/10/2020	100-20018	MONTHLY STMT FULL PAYMENT	8,923.43
Vendor USB06 - US BANK CORPORATE PMNT.SYSTEM Total:					8,923.43

Vendor: VIS01 - VISION SERVICE PLAN

809014501	93718	04/10/2020	100-110-41003	VISION PREMIUMS FOR APRIL	74.44
809014501	93718	04/10/2020	100-111-41003	VISION PREMIUMS FOR APRIL	37.22
809014501	93718	04/10/2020	100-112-41003	VISION PREMIUMS FOR APRIL	18.61
809014501	93718	04/10/2020	100-113-41003	VISION PREMIUMS FOR APRIL	18.61
809014501	93718	04/10/2020	100-115-41003	VISION PREMIUMS FOR APRIL	55.83
809014501	93718	04/10/2020	100-116-41003	VISION PREMIUMS FOR APRIL	37.22
809014501	93718	04/10/2020	100-117-41003	VISION PREMIUMS FOR APRIL	18.61
809014501	93718	04/10/2020	100-221-41002	VISION PREMIUMS FOR APRIL	-18.61
809014501	93718	04/10/2020	100-221-41003	VISION PREMIUMS FOR APRIL	353.59
809014501	93718	04/10/2020	100-222-41003	VISION PREMIUMS FOR APRIL	55.83
809014501	93718	04/10/2020	100-223-41003	VISION PREMIUMS FOR APRIL	204.71

WARRANT LISTING

Payment Dates: 04/04/2020 - 4/17/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
809014501	93718	04/10/2020	100-231-41003	VISION PREMIUMS FOR APRIL	204.71
809014501	93718	04/10/2020	100-341-41003	VISION PREMIUMS FOR APRIL	74.44
809014501	93718	04/10/2020	100-343-41003	VISION PREMIUMS FOR APRIL	130.27
809014501	93718	04/10/2020	100-465-41003	VISION PREMIUMS FOR APRIL	18.61
809014501	93718	04/10/2020	105-221-41003	VISION PREMIUMS FOR APRIL	111.66
809014501	93718	04/10/2020	105-231-41003	VISION PREMIUMS FOR APRIL	18.61
809014501	93718	04/10/2020	106-222-41003	VISION PREMIUMS FOR APRIL	18.61
809014501	93718	04/10/2020	106-231-41003	VISION PREMIUMS FOR APRIL	18.61
809014501	93718	04/10/2020	204-227-41003	VISION PREMIUMS FOR APRIL	37.22
809014501	93718	04/10/2020	209-551-41003	VISION PREMIUMS FOR APRIL	18.61
809014501	93718	04/10/2020	209-552-41003	VISION PREMIUMS FOR APRIL	37.22
809014501	93718	04/10/2020	209-554-41003	VISION PREMIUMS FOR APRIL	18.61
809014501	93718	04/10/2020	212-461-41003	VISION PREMIUMS FOR APRIL	18.61
809014501	93718	04/10/2020	212-462-41003	VISION PREMIUMS FOR APRIL	37.22
809014501	93718	04/10/2020	500-641-41003	VISION PREMIUMS FOR APRIL	148.88
809014501	93718	04/10/2020	500-641-41003	VISION PREMIUMS FOR APRIL	55.83
809014501	93718	04/10/2020	505-119-41003	VISION PREMIUMS FOR APRIL	37.22
Vendor VIS01 - VISION SERVICE PLAN Total:					1,861.00
Vendor: LUK00 - VIVIENNE F. KEARSLEY-LUKE					
41020	93769	04/17/2020	209-552-43802	GENTLE YOGA CLASSES- SC	33.60
Vendor LUK00 - VIVIENNE F. KEARSLEY-LUKE Total:					33.60
Vendor: 1861 - VONNIE ELLEDGE					
32020	93719	04/10/2020	209-20308	MH RENTAL 4/4 CANCELLED DUE TO SHELTER IN PLACE	500.00
32020	93719	04/10/2020	209-552-38112	MH RENTAL 4/4 CANCELLED DUE TO SHELTER IN PLACE	50.00
Vendor 1861 - VONNIE ELLEDGE Total:					550.00
Vendor: 1836 - VY NGUYEN					
32320	93720	04/10/2020	209-553-36401	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	504.00
Vendor 1836 - VY NGUYEN Total:					504.00
Vendor: WEC01 - WECO INDUSTRIES LLC					
0045174-IN	93721	04/10/2020	500-642-42107	SUPPLIES- TP	647.71
Vendor WEC01 - WECO INDUSTRIES LLC Total:					647.71
Vendor: 1520 - WEX BANK					
64785792	93727	04/14/2020	100-221-44301	Fuel purchases	279.98
Vendor 1520 - WEX BANK Total:					279.98
Vendor: XER01 - XEROX CORPORATION					
099684826	93722	04/10/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPY- POLICE	390.65
099684827	93722	04/10/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPY- FIRE STATION 73	77.72
099684829	93722	04/10/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPY- WPCP	263.44
099684830	93722	04/10/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPY- PD BULL PEN	400.05
099784028	93722	04/10/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPY- CITY HALL	1,127.12
099784029	93722	04/10/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPY- CORP YARD	234.21
Vendor XER01 - XEROX CORPORATION Total:					2,493.19
Vendor: 1552 - XIFENG TAN					
40220	93723	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	162.00
40320	93723	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	42.00
Vendor 1552 - XIFENG TAN Total:					204.00

WARRANT LISTING

Payment Dates: 04/04/2020 - 4/17/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1859 - YOLANDA CACHO					
40720	93724	04/10/2020	209-20308	SC RENTAL 5/9/20 CANCELED DUE TO SHELTER IN PLACE	500.00
40720	93724	04/10/2020	209-552-38112	SC RENTAL 5/9/20 CANCELED DUE TO SHELTER IN PLACE	650.00
Vendor 1859 - YOLANDA CACHO Total:					1,150.00
Vendor: 1371 - ZARINAH CLARK					
40320	93725	04/10/2020	209-554-36402	REFUND CLASSES CANCELED DUE TO SHELTER IN PLACE	21.00
Vendor 1371 - ZARINAH CLARK Total:					21.00
Vendor: ZAS01 - ZASIO ENTERPRISES, INC.					
20097351	93726	04/10/2020	525-118-42106	VERSATILE SUPPORT AND MAINTENANCE FEE	845.00
Vendor ZAS01 - ZASIO ENTERPRISES, INC. Total:					845.00
Grand Total:					621,286.00

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	389,303.48
105 - Measure S -2006	1,194.12
106 - MEASURE S-2014	13,990.47
200 - Gas Tax Fund	16,406.61
201 - Restricted Real Estate Maintenance Fund	423.30
204 - Police Grants	414.59
205 - Traffic Safety Fund	0.25
207 - NPDES Storm Water Fund	94.22
209 - Recreation Fund	29,300.49
212 - Building & Planning	35,307.18
215 - Measure C and J Fund	6,333.86
285 - Housing Land Held for Resale	1,119.87
310 - Lighting & Landscape Districts	1,247.82
317 - Pinole Valley Caretaker Fund	0.26
500 - Sewer Enterprise Fund	80,385.35
505 - Cable Access TV	559.67
525 - Information Systems	44,730.59
722 - Community Assistance Program	132.45
750 - Recognized Obligation Retirement Fund	122.30
998 - Payroll Clearing	219.12
Grand Total:	621,286.00

Account Summary

Account Number	Account Name	Payment Amount
100-000-31510	Other Tax/Business	259.74
100-10601	Gas Tanks/Corp Yard	3,683.24
100-10602	Gas Tanks/Fire Station	324.73
100-110-41002	Emp Benefits/Dental	581.32
100-110-41003	Emp Benefits/Vision Care	74.44
100-110-42506	Admin Exp/Bonds	0.73
100-110-43103	Utilities/Electricity &	66.32
100-111-41003	Emp Benefits/Vision Care	37.22
100-111-42506	Admin Exp/Bonds	4.62
100-111-43103	Utilities/Electricity &	87.27
100-112-41002	Emp Benefits/Dental	156.94
100-112-41003	Emp Benefits/Vision Care	18.61
100-112-42101	Prof Svcs/Professional	1,883.99
100-112-42506	Admin Exp/Bonds	3.40
100-112-43103	Utilities/Electricity &	96.00
100-113-41002	Emp Benefits/Dental	133.72
100-113-41003	Emp Benefits/Vision Care	18.61
100-113-42506	Admin Exp/Bonds	0.07
100-114-42102	Prof Svcs/Attorney	55,393.38
100-115-41002	Emp Benefits/Dental	470.82
100-115-41003	Emp Benefits/Vision Care	55.83
100-115-42201	Office Expense	783.20
100-115-42506	Admin Exp/Bonds	7.14
100-115-43103	Utilities/Electricity &	239.11
100-116-41002	Emp Benefits/Dental	219.12
100-116-41003	Emp Benefits/Vision Care	37.22
100-116-42101	Prof Svcs/Professional	2,773.00
100-116-42110	Prof Svcs/Fingerprinting	64.00
100-116-42506	Admin Exp/Bonds	5.46
100-116-43103	Utilities/Electricity &	69.81
100-117-41002	Emp Benefits/Dental	156.94
100-117-41003	Emp Benefits/Vision Care	18.61
100-117-41004	Emp Benefits/PERS	181,731.00

Account Summary

Account Number	Account Name	Payment Amount
100-117-41101	Retiree Benefits/Medical	3,781.22
100-117-42101	Prof Svcs/Professional	31,133.22
100-117-42201	Office Expense	33.03
100-117-42203	Office Exp/Shipping &	3,394.70
100-117-42506	Admin Exp/Bonds	1.50
100-117-42511	Admin Exp/Equipment	137.70
100-117-43103	Utilities/Electricity &	776.67
100-117-43105	Utilities/Cable	29.88
100-20018	Accounts Payable/CalCard	8,923.43
100-221-41002	Emp Benefits/Dental	1,972.19
100-221-41003	Emp Benefits/Vision Care	353.59
100-221-41008	Emp Benefits/Long Term	475.20
100-221-42101	Prof Svcs/Professional	3,416.80
100-221-42107	Prof Svcs/Equipment	69.90
100-221-42110	Prof Svcs/Fingerprinting	256.00
100-221-42506	Admin Exp/Bonds	45.38
100-221-42511	Admin Exp/Equipment	2,240.00
100-221-42514	Admin Exp/Special Depart	286.76
100-221-44301	Other Materials Supp/Fuel	279.98
100-221-46201	Insurance/General Liability	336.00
100-222-41002	Emp Benefits/Dental	415.02
100-222-41003	Emp Benefits/Vision Care	55.83
100-222-42101	Prof Svcs/Professional	4,796.14
100-222-42105	Prof Svcs/Network	15,288.18
100-222-42108	Prof Svcs/Building-	293.81
100-222-42201	Office Expense	154.61
100-222-42506	Admin Exp/Bonds	6.27
100-222-42514	Admin Exp/Special Depart	154.44
100-222-43103	Utilities/Electricity &	4,204.58
100-223-41002	Emp Benefits/Dental	1,381.76
100-223-41003	Emp Benefits/Vision Care	204.71
100-223-41008	Emp Benefits/Long Term	193.50
100-223-42105	Prof Svcs/Network	6,552.07
100-223-42506	Admin Exp/Bonds	18.47
100-223-43103	Utilities/Electricity &	838.00
100-231-41002	Emp Benefits/Dental	1,441.85
100-231-41003	Emp Benefits/Vision Care	204.71
100-231-41008	Emp Benefits/Long Term	324.50
100-231-42101	Prof Svcs/Professional	18,160.00
100-231-42104	Prof Svcs/Paramedic	4,906.90
100-231-42107	Prof Svcs/Equipment	607.39
100-231-42108	Prof Svcs/Building-	892.37
100-231-42506	Admin Exp/Bonds	26.15
100-231-42514	Admin Exp/Special Depart	148.39
100-231-43101	Utilities/Telephone	43.25
100-231-43103	Utilities/Electricity &	3,670.38
100-231-43105	Utilities/Cable	54.42
100-231-44410	Safety Clothing	196.54
100-341-41002	Emp Benefits/Dental	447.60
100-341-41003	Emp Benefits/Vision Care	74.44
100-341-42506	Admin Exp/Bonds	8.27
100-343-41002	Emp Benefits/Dental	1,075.36
100-343-41003	Emp Benefits/Vision Care	130.27
100-343-42101	Prof Svcs/Professional	3,607.71
100-343-42107	Prof Svcs/Equipment	819.46
100-343-42108	Prof Svcs/Building-	238.89
100-343-42506	Admin Exp/Bonds	10.68
100-343-43102	Utilities/Water	146.22

Account Summary

Account Number	Account Name	Payment Amount
100-343-43103	Utilities/Electricity &	1,534.98
100-343-44410	Safety Clothing	296.74
100-343-46201	Insurance/General Liability	2,121.62
100-345-42107	Prof Svcs/Equipment	2,813.79
100-345-42108	Prof Svcs/Building-	1,336.86
100-345-43102	Utilities/Water	773.83
100-345-43103	Utilities/Electricity &	1,215.15
100-465-41003	Emp Benefits/Vision Care	18.61
105-221-41002	Emp Benefits/Dental	823.66
105-221-41003	Emp Benefits/Vision Care	111.66
105-221-41008	Emp Benefits/Long Term	148.50
105-221-42506	Admin Exp/Bonds	20.42
105-231-41002	Emp Benefits/Dental	62.18
105-231-41003	Emp Benefits/Vision Care	18.61
105-231-42506	Admin Exp/Bonds	9.09
106-114-42102	Prof Svcs/Attorney	1,431.00
106-118-42510	Admin Exp/Software Purch	12,250.00
106-221-42506	Admin Exp/Bonds	1.02
106-222-41002	Emp Benefits/Dental	133.72
106-222-41003	Emp Benefits/Vision Care	18.61
106-231-41002	Emp Benefits/Dental	133.72
106-231-41003	Emp Benefits/Vision Care	18.61
106-231-42506	Admin Exp/Bonds	3.79
200-342-42108	Prof Svcs/Building-	131.42
200-342-43103	Utilities/Electricity &	16,275.19
201-343-43103	Utilities/Electricity &	423.30
204-227-41002	Emp Benefits/Dental	313.88
204-227-41003	Emp Benefits/Vision Care	37.22
204-227-41008	Emp Benefits/Long Term	59.40
204-227-42506	Admin Exp/Bonds	4.09
205-227-42506	Admin Exp/Bonds	0.25
207-344-42107	Prof Svcs/Equipment	52.41
207-344-42108	Prof Svcs/Building-	41.81
209-20308	Deposits	2,000.00
209-20309	Deposits	800.00
209-551-34218	Fees/Field Usage Fee	1,274.00
209-551-38112	Rental Income/Facility	1,190.00
209-551-41002	Emp Benefits/Dental	156.94
209-551-41003	Emp Benefits/Vision Care	18.61
209-551-42506	Admin Exp/Bonds	1.71
209-551-42515	Admin Exp/Special Events	568.08
209-552-38112	Rental Income/Facility	1,605.83
209-552-41002	Emp Benefits/Dental	124.36
209-552-41003	Emp Benefits/Vision Care	37.22
209-552-42506	Admin Exp/Bonds	4.69
209-552-43103	Utilities/Electricity &	3,031.35
209-552-43802	Program Cost/Class Fees	1,652.50
209-552-43804	Program Cost/Food	1,134.35
209-552-43810	Program Cost/Center	169.71
209-553-36401	Recreation Chg/Program	5,936.95
209-553-42108	Prof Svcs/Building-	191.76
209-553-43103	Utilities/Electricity &	105.46
209-554-36402	Recreation	4,745.00
209-554-38112	Rental Income/Facility	1,345.00
209-554-41002	Emp Benefits/Dental	156.94
209-554-41003	Emp Benefits/Vision Care	18.61
209-554-42108	Prof Svcs/Building-	29.26
209-554-42506	Admin Exp/Bonds	2.96

Account Summary

Account Number	Account Name	Payment Amount
209-554-43103	Utilities/Electricity &	136.32
209-557-42108	Prof Svcs/Building-	2,105.76
209-557-43103	Utilities/Electricity &	93.96
209-558-43103	Utilities/Electricity &	97.03
209-559-43103	Utilities/Electricity &	566.13
212-20330	Developer	360.00
212-20340	Developer Deposit/Appian	15,848.65
212-461-41002	Emp Benefits/Dental	352.84
212-461-41003	Emp Benefits/Vision Care	18.61
212-461-42101	Prof Svcs/Professional	4,170.00
212-461-42506	Admin Exp/Bonds	2.64
212-461-42514	Admin Exp/Special Depart	881.70
212-461-43103	Utilities/Electricity &	104.72
212-462-34211	Fees/CA State Building Fee	484.76
212-462-41003	Emp Benefits/Vision Care	37.22
212-462-42101	Prof Svcs/Professional	12,777.50
212-462-42506	Admin Exp/Bonds	5.00
212-462-43103	Utilities/Electricity &	263.54
215-341-43101	Utilities/Telephone	390.68
215-341-43103	Utilities/Electricity &	40.89
215-342-47205	Improvements/Streets	5,902.29
285-464-42101	Prof Svcs/Professional	1,032.60
285-464-43103	Utilities/Electricity &	87.27
310-347-42101	Prof Svcs/Professional	306.52
310-347-43103	Utilities/Electricity &	377.40
310-348-42101	Prof Svcs/Professional	153.26
310-348-43103	Utilities/Electricity &	410.64
317-345-42506	Admin Exp/Bonds	0.26
500-10601	Gas Tanks/Corp Yard	2,850.05
500-641-41002	Emp Benefits/Dental	1,067.88
500-641-41003	Emp Benefits/Vision Care	204.71
500-641-42101	Prof Svcs/Professional	7,360.74
500-641-42107	Prof Svcs/Equipment	3,651.89
500-641-42108	Prof Svcs/Building-	175.00
500-641-42201	Office Expense	193.47
500-641-42506	Admin Exp/Bonds	18.46
500-641-43103	Utilities/Electricity &	48,241.42
500-641-44302	Other Materials	5,202.98
500-641-44303	Other Materials	5,732.35
500-641-44305	Other Materials Supp/Lab	2,531.61
500-641-44410	Safety Clothing	610.16
500-642-41002	Emp Benefits/Dental	281.30
500-642-42107	Prof Svcs/Equipment	1,407.14
500-642-42108	Prof Svcs/Building-	10.26
500-642-42506	Admin Exp/Bonds	4.62
500-642-43102	Utilities/Water	733.58
500-642-43103	Utilities/Electricity &	107.73
505-119-41002	Emp Benefits/Dental	313.88
505-119-41003	Emp Benefits/Vision Care	37.22
505-119-42506	Admin Exp/Bonds	4.11
505-119-43103	Utilities/Electricity &	204.46
525-118-42101	Prof Svcs/Professional	25,366.55
525-118-42105	Prof Svcs/Network	5,880.00
525-118-42106	Prof Svcs/Software	2,536.00
525-118-42107	Prof Svcs/Equipment	2,493.19
525-118-42510	Admin Exp/Software Purch	462.13
525-118-43101	Utilities/Telephone	7,992.72
722-20431	Deferred Rev/CAP	132.45

Account Summary

Account Number	Account Name	Payment Amount
750-463-42101	Prof Svcs/Professional	122.30
998-20105	Sal & Ben Payable/Dental	219.12
	Grand Total:	621,286.00

Project Account Summary

Project Account Key	Payment Amount
None	621,286.00
Grand Total:	621,286.00

Approved By:  Date: 4/16/2020



CITY COUNCIL REPORT

7C

DATE: APRIL 21, 2020

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ANDREW MURRAY, CITY MANAGER

BY: ERIC CASHER, CITY ATTORNEY

**SUBJECT: RESOLUTION CONFIRMING CONTINUED EXISTENCE OF LOCAL
EMERGENCY**

RECOMMENDATION

Staff recommends that the City Council adopt a resolution confirming the continued existence of a local emergency.

BACKGROUND & DISCUSSION

On March 18, 2020, the City Manager, acting as Director of Emergency Services, proclaimed a local emergency pursuant to California Government Code Section 8630 and Pinole Municipal Code Chapter 2.32. The emergency declaration was based on public health and safety concerns for persons and property within the City as a consequence of the global spread of novel coronavirus 2019 ("COVID-19"), including confirmed cases in Contra Costa County, as well as, the Contra Costa County Department of Health's shelter in place order dated March 16, 2020. The City Council subsequently adopted a resolution affirming the City Manager's emergency declaration.

The California Emergency Services Act requires the City Council to review the need for continuing the local emergency at least once every 60 days. However, the Pinole Municipal Code requires the City Council to review the need for continuing the local emergency every 14 days. The City Council previously confirmed the continued existence of the emergency at a special meeting on April 14. To ensure the emergency declaration does not expire before the Council's first regular meeting in May, it is necessary for the City Council to confirm the continued existence of the emergency at this meeting.

The conditions that prompted the original declaration of a local emergency continue to exist. Since March 16, community transmission of COVID-19 has continued to occur, and the number of cases within Contra Costa County has continued to rise. There are now over 600 cases within the County and there have been more than a dozen deaths. The Contra Costa Health Officer extended the order for all residents to shelter at home through May 3, 2020, and has further limited the exceptions to

that order. Public health and safety concerns for persons and property within the City as a consequence of the global spread of novel coronavirus 2019 continue to exist.

If adopted, the declaration of local emergency will remain in place. In accordance with state law and the Municipal Code, the City Council will review the emergency declaration every approximately two weeks until the conditions warrant a termination of the emergency declaration.

FISCAL IMPACT

There is no direct fiscal impact from the adoption of the resolution ratifying a local emergency. However, the City will consider all options available to seek reimbursement for indirect expenses and fiscal impacts through the appropriate authorities.

ATTACHMENTS

- A. Resolution Confirming Continued Existence of Local Emergency

**RESOLUTION 2020-XX
CITY OF PINOLE**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE
CONFIRMING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY DUE
TO COVID-19**

WHEREAS, Government Code Section 8630 and Pinole Municipal Code Section 2.32.060 authorize the Director of Emergency Service to proclaim a local emergency when conditions of disaster or extreme peril to the safety of persons and property within the territorial limits of a city exist if the City Council is not in session and provides that the City Council shall ratify the proclamation within seven days thereafter; and

WHEREAS, in accordance with Government Code Section 8630 and Pinole Code Section 2.32.060, the Director of Emergency Services proclaimed the existence of a local emergency caused by the Novel Coronavirus (COVID-19), a respiratory disease first identified in China that may result in serious illness or death that is easily transmissible from person to person, on March 16; and

WHEREAS, on March 24, the City Council ratified and confirmed the proclamation of the existence of a local emergency issued by the Director of Emergency Services; and

WHEREAS, pursuant to Government Code Section 8630 and Pinole Municipal Code Section 2.32.060, the City Council must periodically review the need for continuing the local emergency; and

WHEREAS, the conditions that prompted the original declaration of a local emergency continue to exist; and

WHEREAS, the recitals contained in Resolution No. 2020-13, adopted by the City Council on March 24, are incorporated into this Resolution as if stated herein; and

WHEREAS, since March 16, community transmission of COVID-19 has continued to occur, the number of cases within Contra Costa County has continued to rise, and there are now over 615 confirmed cases of COVID-19 within the County and over 10 deaths; and

WHEREAS, the Contra Costa Health Officer extended the order for all residents to shelter at home through May 3, 2020, and has further limited the exceptions to that order; and

WHEREAS, the public health and safety concerns for persons and property within the City as a consequence of the global spread of novel coronavirus 2019 continue to exist.

ATTACHMENT A

WHEREAS, the health, safety, and welfare of Pinole residents, businesses, visitors, and staff is of utmost importance to the City and additional future measures may be needed to protect the community; and

WHEREAS, the City may require additional assistance in the future, and a formal declaration of emergency allows the City to access resources in a timely manner in a timely fashion; and

WHEREAS, the City Council finds that conditions of extreme peril to the safety of persons and property within the territorial limits of the City related to COVID-19 pandemic continue in existence; and

WHEREAS, the City Council finds that extraordinary measures are required to protect the public health, safety, and of persons and property within the City that are or are likely to be beyond the control or capability of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the City Council most recently confirmed the continued existence of a local emergency on April 14, 2020; and

WHEREAS, the City Council desires to confirm the continued existence of a local emergency within Pinole due to COVID-19.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Pinole hereby declares as follows:

1. The local emergency declared by Resolution No. 2020-13 due to the COVID-19 Pandemic continues to exist within the City of Pinole.
2. During the existence of the declared local emergency, the powers, functions, and duties of the City Manager, acting as Director of Emergency Services, and the emergency organization of this City shall be those prescribed by State law and by ordinances and resolutions of the City of Pinole.
3. The declaration of local emergency shall remain in effect until such time that the Council determines that the emergency conditions have been abated.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of April 2020 by the following vote:

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

ATTACHMENT A

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 21st day of April 2020.

Heather Iopu, CMC
City Clerk

3511130.1



CITY COUNCIL REPORT

7D

DATE: APRIL 21, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: ANDREA MILLER, FINANCE DIRECTOR
DEBBIE LONG, CITY TREASURER

**SUBJECT: RECEIVE THE QUARTERLY INVESTMENT REPORT FOR THE
QUARTER ENDING MARCH 31, 2020**

RECOMMENDATION

Receive the Quarterly Investment Report for the quarter ending March 31, 2020.

BACKGROUND

The City of Pinole Investment Policy requires that a Quarterly Investment Report be submitted to the City Council. The enclosed Investment Report for the reporting period ended March 31, 2020 conforms to the reporting guidelines for California public agencies set forth in Section 53646 of the Government Code which requires a quarterly report submitted to the legislative body, summarizes securities held, and the ability to meet expenditure requirements for the next six months.

REVIEW AND ANALYSIS

All investments held at March 31, 2020 conform to the City's Investment Policy and State regulations. A summary of the balances held in the investment portfolio (Attachment A), at March 31, 2020, follows.

Investments	Market Value	% of Portfolio
Investment Pool - LAIF	23,096,400	55.51%
Investment Pool - CalTrust	3,306,057	7.95%
Money Market Savings	7,880,384	18.94%
Mutual Funds	137,547	0.33%
Certificates of Deposit	3,884,745	9.34%
Medium-Term Corporate Notes	2,299,495	5.53%
Federal Agency Securities	1,000,120	2.40%
Investment Total	\$ 41,604,749	100.0%

Investment Yield and Duration

The current aggregate yield of the City's investment portfolio is 1.553%. This investment yield is lower than the current yield of 1.790% for the State of California's Local Agency Investment Fund (LAIF). LAIF yields have slightly decreased over the past year but remain higher than long-term investment yields in some cases, which have caused our aggregate yield to be less than the LAIF yield. In addition, 18.94% of our portfolio is in money market savings accounts which earn 0.063% interest. LAIF and other pooled funds make up 63.79% of our investment portfolio.

Long-term investments (those with maturities greater than a year, such as Certificates of Deposit, Medium-Term Corporate Notes, and Federal Agency Securities) make up 17.27% of our portfolio, and currently yield 2.018% average; which is slightly more than LAIF. Earnings on investments held until maturity typically fluctuate with market conditions and are considered "unrealized" prior to maturity. The City expects to yield a gain on all investments at maturity.

Investments	Q3-2020 Yield	Q3-2019 Yield
Investment Pool - LAIF	1.790	2.360
Investment Pool - CalTrust	1.535	2.550
Money Market Savings	0.063	0.063
Mutual Funds	1.580	1.020
Certificates of Deposit	2.010	1.929
Medium-Term Corporate Notes	2.543	2.260
Federal Agency Securities	1.520	1.550
Average Yield	1.553	1.551

Cash Flows

Sufficient cash inflows were available from July 2019 through March 2020 to meet all City expenditures. In addition, the City has sufficient cash flow at March 31, 2020 to cover anticipated expenditures through the next six months.

Investment Strategy

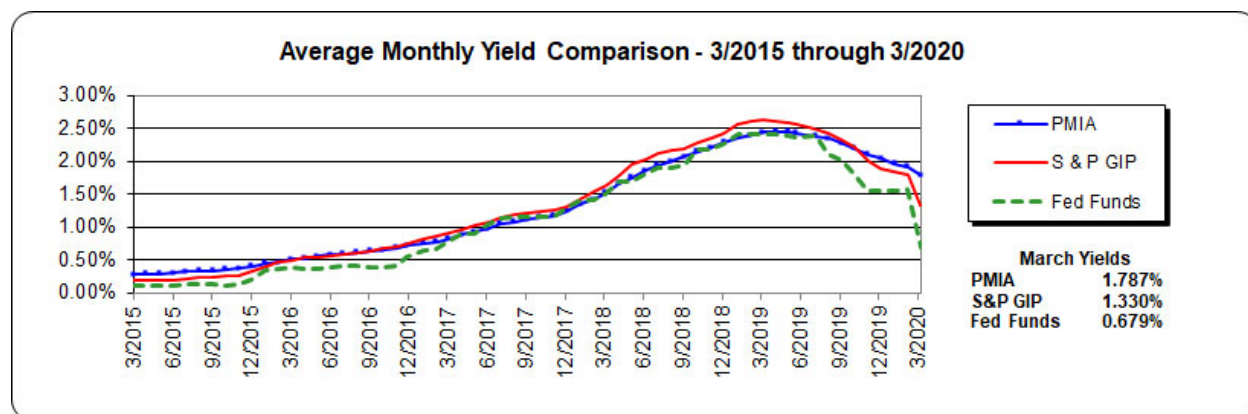
The City utilizes a passive investment management approach by buying and holding securities until maturity. A "laddered maturity" investment strategy is applied to the long-term portion of our investment portfolio, currently 17.27%. A laddered portfolio is structured with securities that have different maturity dates. As securities are called or mature, proceeds are reinvested in a new security with another long-term at the end of the ladder. Laddering helps to minimize interest-rate risk, increase liquidity, and diversify credit risk.

Of the total investment portfolio, 82.73% is held in investment pools and money market accounts. Of this amount, LAIF currently represents 55.51% of the City's investment portfolio. Interest earnings of \$116,239 were generated in LAIF for the quarter ended March 31, 2020, slightly less than the prior year's third quarter earnings of \$119,127. The Investment Policy allows for up to 100% of the City's investment portfolio to be placed in LAIF, which is currently at 1.790% yield.

Safekeeping for a General Reserve Investment Account

The City continues to maintain a Safekeeping account to augment the City's participation in the State's Local Agency Investment Fund (LAIF) and the County's CalTrust Pools. This provides the Finance Director with the ability to implement a directed investment plan with longer investment duration thereby yielding greater investment earnings on federal agency securities of comparable credit risk. The safekeeping account allows for investments to be settled on a delivery-versus-payment (DVP) basis, wherein a secure delivery and payment occur simultaneously.

The Federal Reserve has cut interest rates five times since July 1, 2019: by 0.25% on July 31, 2019, by 0.25% on September 18, 2019, by 0.25% on October 30, 2019, by 0.50% on March 2, 2020, and by 1.00% on March 15, 2020. The Federal Funds yield has historically compared to LAIF (PMIA, Pooled Money Investment Account) yields (see chart below). Currently the Federal Funds yield is below LAIF.



Staff continues to monitor rates of return on City funds invested and make recommendations as needed to complement our participation in LAIF and to maintain steady investment yields. All City investments held are in accordance with the City's Investment Policy.

FISCAL IMPACT

All City cash and investments are pooled and interest is allocated to funds quarterly based on the average balance of each fund during the quarter ending.

ATTACHMENTS

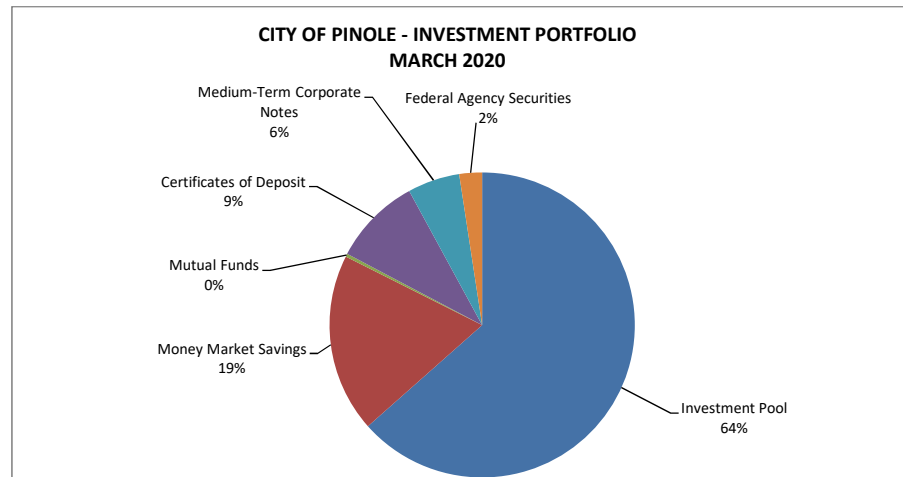
A –Investment Report - Quarter Ending March 31, 2020

**CITY OF PINOLE
INVESTMENT REPORT MARCH 2020
PORTFOLIO SUMMARY**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Days to Maturity	Yield	Weighted Average Maturity
Investment Pool - LAIF	23,096,400	23,096,400	23,096,400	55.51%	1	1.790	1
Investment Pool - CalTrust	3,306,057	3,306,057	3,306,057	7.95%	1	1.535	0
Money Market Savings	7,880,384	7,880,384	7,880,384	18.94%	1	0.063	0
Mutual Funds	137,547	137,547	137,547	0.33%	1	1.580	0
Certificates of Deposit	3,840,000	3,884,745	3,884,745	9.34%	814	2.010	5
Medium-Term Corporate Notes	2,250,000	2,299,495	2,299,495	5.53%	660	2.523	10
Federal Agency Securities	1,000,000	1,000,120	1,000,120	2.40%	512	1.520	12
Subtotal Investments	\$ 41,510,389	\$ 41,604,749	41,604,749	100.00%	332	1.553	5
Average Years:							0.9
Cash							
Mechanics Bank - Vendor Checking *	1,597,140	1,597,140	1,597,140		1		
Bank of the West - Payroll Checking *	1,384,181	1,384,181	1,384,181		1		
Bank of the West - Checking (Credit Card Clearing) *	756,209	756,209	756,209		1		
Subtotal Cash	3,737,530	3,737,530	3,737,530		1		
Total Cash and Investments	\$ 45,247,919	\$ 45,342,279	\$ 45,342,279				

*Not included in yield calculations

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



CITY OF PINOLE
INVESTMENT REPORT MARCH 2020
PORTFOLIO DETAILS

Type / Account Number	CUSIP	Issuer	Investment Description	Manager	GL Acct #	Par Value	Market Value	Book Value	Rate	Yield	Days to Maturity	S&P Rating	Maturity Date	Weighted Average Maturity
Investment Pool														
		Local Agency Investment Fund (LAIF)	Pooled Treasury - State of California	LAIF	999-10201	23,096,400	23,096,400	23,096,400	1.790	1.790	1	N/A		1
		CalTrust - Short Term Fund (City)	Pooled Treasury - Joint Power Financing Authority	CalTrust	999-10202	24,175	24,175	24,175	1.620	1.620	1	N/A		0
		CalTrust - Medium Term Fund (City)	Pooled Treasury - Joint Power Financing Authority	CalTrust	999-10203	3,281,882	3,281,882	3,281,882	1.450	1.450	1	N/A		0
			Subtotal and Average			26,402,457	26,402,457	26,402,457	1.620	1.620	1			0
Money Market Savings														
		Mechanics Bank	Money Market Savings (City)	City	999-10102	5,269,468	5,269,468	5,269,468	0.080	0.080	1	N/A		0
		Bank of the West	Money Market Savings - Police Evidence Trust	City	999-10104	107,752	107,752	107,752	0.080	0.080	1	N/A		0
84501100	999491905	Wells Fargo Bank	Money Market - WPCP Escrow	Wells Fargo	503-10302	2,503,164	2,503,164	2,503,164	0.030	0.030	1	N/A		0
			Subtotal and Average			7,880,384	7,880,384	7,880,384	0.063	0.063	1			0
Mutual Funds														
19-516680		U.S. Bank	Accrued Income - City Reserve	US Bank	150-10110	29,372	29,372	29,372	1.980	1.980	1	N/A		0
19-516680	31846V203	1st American Government Obligation Fund	Mutual Fund Shares - Class "D" - City Reserve	US Bank	150-10110	108,175	108,175	108,175	1.180	1.180	1	N/A		0
			Subtotal and Average			137,547	137,547	137,547	1.580	1.580	1			0
Certificates of Deposit														
19-516680	02007GLR2	Ally Bank	Certificates of Deposit - City Reserves	US Bank	150-10110	247,000	249,408	249,408	1.800	1.780	895	N/A	9/12/2022	5
19-516680	02587DJ90	American Express Centurion	Certificates of Deposit - City Reserves	US Bank	150-10110	247,000	248,890	248,890	2.250	2.230	253	N/A	12/9/2020	2
19-516680	05580ATL8	Bmw Bank North America	Certificates of Deposit - City Reserves	US Bank	150-10110	247,000	249,477	249,477	1.800	1.780	987	N/A	12/13/2022	6
19-516680	140420A59	Capital One Bank	Certificates of Deposit - City Reserves	US Bank	150-10110	248,000	248,546	248,546	1.600	1.600	490	N/A	8/3/2021	3
19-516680	29976DQ86	Everbank Jacksonville FL	Certificates of Deposit - City Reserves	US Bank	150-10110	125,000	125,361	125,361	1.500	1.500	499	N/A	8/12/2021	2
19-516680	38149MAY9	Goldman Sachs BK USA New York	Certificates of Deposit - City Reserves	US Bank	150-10110	246,000	254,696	254,696	2.600	2.510	1,161	N/A	6/5/2023	7
19-516680	48126XAH8	JP Morgan Chase Bank	Certificates of Deposit - City Reserves	US Bank	150-10110	247,000	247,188	247,188	1.650	1.650	503	N/A	8/16/2021	3
19-516680	58404DFE6	Medallion Bk Salt Lake City	Certificates of Deposit - City Reserves	US Bank	150-10110	249,000	250,830	250,830	1.700	1.690	902	N/A	9/19/2022	5
19-516680	59013KCZ7	Merrick Bank	Certificates of Deposit - City Reserves	US Bank	150-10110	249,000	250,484	250,484	1.650	1.640	1,277	N/A	9/29/2023	8
19-516680	61690UGW4	Morgan Stanley Bank Na	Certificates of Deposit - City Reserves	US Bank	150-10110	246,000	254,703	254,703	2.600	2.510	1,162	N/A	6/6/2023	7
19-516680	61760AF46	Morgan Stanley Private Bk Natlssn	Certificates of Deposit - City Reserves	US Bank	150-10110	246,000	254,703	254,703	2.600	2.510	1,162	N/A	6/6/2023	7
19-516680	795450XM2	Sallie Mae Bank	Certificates of Deposit - City Reserves	US Bank	150-10110	125,000	125,980	125,980	2.200	2.180	260	N/A	12/16/2020	1
19-516680	856285QG9	State Bk Indiana New York N Y	Certificates of Deposit - City Reserves	US Bank	150-10110	250,000	250,968	250,968	2.850	2.840	1,541	N/A	6/19/2024	9
19-516680	85916VDN2	Sterling Bank of Poplar Bluff	Certificates of Deposit - City Reserves	US Bank	150-10110	247,000	248,472	248,472	1.650	1.640	1,266	N/A	9/18/2023	8
19-516680	9497485W3	Wells Fargo Bank	Certificates of Deposit - City Reserves	US Bank	150-10110	249,000	249,984	249,984	1.750	1.740	443	N/A	6/17/2021	3
19-516680	949495AF2	Wells Fargo Bank Natl Bk West	Certificates of Deposit - City Reserves	US Bank	150-10110	247,000	249,828	249,828	1.850	1.830	1,004	N/A	12/30/2022	6
19-516680	96009JAR8	Westfield Bank Mass	Certificates of Deposit - City Reserves	US Bank	150-10110	125,000	125,226	125,226	2.550	2.540	41	N/A	5/11/2020	0
			Subtotal and Average			3,840,000	3,884,745	3,884,745	2.035	2.010	814			5
Medium-Term Corporate Notes														
19-516680	037833BS8	Apple Inc.	2.25% Corporate MTN 02/23/2021 - City Reserves	US Bank	150-10110	500,000	505,040	505,040	2.250	2.230	329	AA+	2/23/2021	4
19-516680	478160BT0	Johnson Johnson	2.05% Corporate MTN 3/1/23 - City Reserves	US Bank	150-10110	750,000	766,830	766,830	2.050	2.000	1,065	AAA	3/1/2023	20
19-516680	594918BW3	Microsoft Corp	2.40 % Corporate MTN 02/06/22- City Reserves	US Bank	150-10110	500,000	513,930	513,930	2.400	2.330	677	AAA	2/6/2022	8
19-516680	94988J5T0	Wells Fargo Bank Na	3.625 % Corporate MTN 10/22/21- City Reserves	US Bank	150-10110	500,000	513,695	513,695	3.625	3.530	570	A+	10/22/2021	7
			Subtotal and Average			2,250,000	2,299,495	2,299,495	2.581	2.523	660			10
Federal Agency Securities														
19-516680	3130A92D2	Federal Home Loan Banks	1.52% Agency Bond 8/25/2021 - City Reserves	US Bank	150-10110	1,000,000	1,000,120	1,000,120	1.520	1.520	512	AA+	8/25/2021	12
			Subtotal and Average			1,000,000	1,000,120	1,000,120	1.520	1.520	512			12
Investment Portfolio Total and Average						\$ 41,510,389	\$ 41,604,749	\$ 41,604,749	1.567	1.553	332			5

Average Years :	0.9
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CITY COUNCIL

7E

DATE: APRIL 21, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR / CITY ENGINEER

SUBJECT: STORM WATER UTILITY ASSESSMENTS FOR DRAINAGE MAINTENANCE AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM

RECOMMENDATION

It is recommended that the City Council adopt a resolution maintaining the current rate of \$35.00 per equivalent runoff unit for FY 2020-2021 and requesting that the Contra Costa Flood Control and Water Conservation District adopt an annual parcel assessment for drainage maintenance and the National Pollutant Discharge Elimination System (NPDES) Program.

BACKGROUND

Since 2001, the cities of Contra Costa County have worked with the Contra Costa County Flood Control and Water Conservation District (District) on a National Pollutant Discharge Elimination System (NPDES) Program. These programs provide for staff support, materials, and equipment to maintain city storm drains, and comply with the Federal Clean Water Act. These programs also include inspections, public outreach and public education programs such as the Coastal Clean Up, and mailings to residents.

The programs outlined above are funded through property assessments. Working with the District, each City Council determines the assessment amount in their jurisdiction, and the Board of Supervisors conducts a single public hearing to impose assessments countywide. Within each jurisdiction the amount of assessment each property receives is based upon the amount of drainage it produces. The benchmark unit, or Equivalent Runoff Unit (ERU), is a single-family parcel between 5,000 sf to 20,000 sf in size.

Approximately 2/3 of all City parcels fall into this category. Multi-family units, and single-family residential parcels less than 5000 sf in size will have a smaller assessment; commercial properties and residential properties greater than 20,000 sf in size will have a larger assessment.

Since FY 2001 – 02, the assessment in the City of Pinole has been \$35.00 per year per ERU. Under the current County Ordinance the highest assessment that can be imposed in the City of Pinole is \$35.00 per ERU.

REVIEW AND ANALYSIS

Staff recommends maintaining assessments at their current level of \$35.00 per ERU. Maintaining the current level of funding is vital to maintain current activities. If assessments were reduced program activities, some of which are state mandates, would have to be eliminated or funded by the General Fund.

FISCAL IMPACT

The recommended actions will have a positive fiscal impact. The assessment which is remaining at \$35 per year per ERU will generate approximately \$280,000 in revenues for activities that would otherwise have to be funded by the General Fund.

ATTACHMENTS

A Resolution

RESOLUTION NO. 2020-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA APPROVING THE RATE OF \$35.00 PER EQUIVALENT RUNOFF UNIT FOR FY 2020-2021 AND REQUESTING THAT THE CONTRA COSTA FLOOD CONTROL AND WATER CONSERVATION DISTRICT ADOPT AN ANNUAL PARCEL ASSESSMENT FOR DRAINAGE MAINTANENCE AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATIN SYSTEM (NPDES) PROGRAM

WHEREAS, Under Federal Water Pollution Control Act, prescribed discharges of stormwater require a permit from the appropriate California Regional Water Quality Board under the National Pollutant Discharge Elimination System (NPDES) program; and

WHEREAS, The City of Pinole did apply for and received, an NPDES permit which requires the implementation of selected best management practices to minimize or eliminate pollutants from entering stormwaters; and

WHEREAS, It is the intent of the City of Pinole to utilize funds received from its Stormwater Utility Area (SUA) for implementation of the NPDES program and drainage maintenance activities; and

WHEREAS, At the request of the City of Pinole, the Contra Costa County Flood Control & Water Conservation District has completed the process for formation of a SUA, including the adoption of the Stormwater Utility Assessment Drainage Ordinance No. 93-47; and

WHEREAS, The SUA and Program Group Costs Payment Agreement between City of Pinole and Water Conservation District requires that the City of Pinole, annually by May 1, determine the rate to be assessed to a single Equivalent Runoff Unit (ERU) for the forthcoming fiscal year.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Pinole approves the rate of \$35.00 per equivalent runoff unit for FY2020-2021and request that the Contra Costa Flood Control and Water Conservation District adopt an annual parcel assessment for drainage maintenance and the National Pollutant Discharge Elimination System (NPDES) Program.

BE IT FURTHER RESOLVED, that the CITY OF PINOLE Council does hereby request the Water Conservation District to adopt SUA levies based on said amount.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 7th day of April 21st, 2020 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 April 2020.

Heather Iopu, CMC
City Clerk



CITY COUNCIL REPORT

7F

DATE: APRIL 21, 2020

TO: MAYOR AND COUNCIL MEMBERS

**FROM: TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR / CITY
ENGINEER**

**SUBJECT: ADOPT A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO
EXECUTE COOPERATIVE FUNDING AGREEMENTS TO RECEIVE
WCCTAC STMP FUNDS FOR TWO CAPITAL IMPROVEMENT
PROJECTS**

RECOMMENDATION

City staff recommends that the City Council adopt a resolution authorizing the City Manager to execute Cooperative Funding Agreements to receive West Contra Costa Transportation Advisory Committee (WCCTAC) Subregional Transportation Mitigation Program (STMP) funds for Capital Improvement Plan (CIP) projects RO1710 San Pablo Avenue Bridge Replacement over BNSF Railroad and RO1902 Pedestrian Improvements at Tennent – Bay Trail (planning and engineering only).

BACKGROUND

In 1988, Contra Costa County voters approved a ½ cent sales tax, Measure C, to fund transportation projects. Measure C was extended in 2004 by Measure J. Measure C created four regional transportation planning committees tasked with identifying projects in their portion of the County that would receive funding from the sales tax. The City of Pinole is part of WCCTAC, which also includes the cities of El Cerrito, Hercules, Richmond, San Pablo, Contra Costa County, and AC Transit, BART, and WestCAT. As part of a Subregional Transportation Mitigation Program (STMP), WCCTAC also collects a transportation mitigation fee from development projects taking place within its member jurisdictions, and uses the proceeds to address regional transportation issues.

WCCTAC periodically announces the availability of funding for transportation improvement projects performed by its member agencies. WCCTAC issued a request for proposals for STMP projects in October 2018. Two projects that the City had identified in its Capital Improvement Plan (CIP) were selected to receive STMP fee revenues.

RO1710 San Pablo Avenue Bridge Replacement over BNSF Railroad is the replacement of the existing bridge that was built in 1938. The bridge is over eighty years old. It has been determined by Caltrans to be deficient. It does not provide adequate space to accommodate bicycles and pedestrians. Additionally, it does not meet current

rail standards. The proposed replacement bridge will be a longer and higher span for rail safety and provide two vehicle lanes of travel in each direction, one bike lane in each direction, and a pedestrian sidewalk on the west side of the bridge.

RO1902 Pedestrian Improvements at Tennent – Bay Trail (planning and engineering only) is a small but important last piece to the Bay Trail. This project will provide the planning and engineering services and allow the City to work with Union Pacific Railroad to improve path of travel for pedestrians and bicycles as they traverse across the tracks from Bayfront Park to rejoin the trail at Pinole Creek.

REVIEW AND ANALYSIS

The City received funding from WCCTAC for the RO1710 San Pablo Avenue Bridge Replacement over BNSF Railroad project as part of the OBAG 2 request for funding of May 2017. The City specifically received \$200,000 to serve as a portion of the local match to the State Highway Bridge Program for the engineering services for design. The project has been approved by WCCTAC for up to \$1,600,000 under the October 2018 round of STMP funding to support the remaining local match for engineering services for design and a portion of construction. The City Council acted in late February 2020 to award the engineering services contract for this work to Quincy Engineering. The engineering will take about 20 months to complete.

RO1902 Pedestrian Improvements at Tennent – Bay Trail (planning and engineering only) project has been approved by WCCTAC for \$100,000 under the current round of STMP funding to support preparation of construction plans including all necessary coordination activities with Union Pacific the rail company. The City's request for this funding was supported by the East Bay Regional Parks District.

FISCAL IMPACT

The San Pablo Avenue bridge replacement project is expected to have a total project cost of \$37,775,600, including construction and all soft costs. Funding for the first two phases of the project is programmed by Caltrans in the Highway Bridge Program. The construction phase still needs to be programmed by Caltrans. Caltrans will fund 88.53% of the total project cost. Local funding is required for the remaining 11.47%, or \$4,332,861. This award from WCCTAC is very important in funding the local share. The City still needs to secure approximately \$2,500,000 for the local share of the construction phase.

The cost for the improvements at Tennent and the rail crossing for the Bay Trail is not yet fully quantified. The effort funded by this WCCTAC grant will allow the City to be ready to seek construction phase funding in future calls for grant funding.

ATTACHMENTS

A Resolution

- B Agreement for RO1710
- C Agreement for RO1902

RESOLUTION NO. 2020 – xx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE COOPERATIVE FUNDING AGREEMENTS TO RECEIVE WCCTAC STMP FUNDS FOR TWO CAPITAL IMPROVEMENT PROJECTS

WHEREAS, the City of Pinole (“City”) adopted a Capital Improvement Plan that identifies several projects that are unfunded or underfunded; and

WHEREAS, the City desires to advance two such projects namely RO1710 San Pablo Avenue Bridge Replacement over BNSF Railroad and RO1902 Pedestrian Improvements at Tennent – Bay Trail (planning and engineering only); and

WHEREAS, the City submitted a funding request to West Contra Costa Transportation Advisory Committee (WCCTAC) to compete for limited Subregional Transportation Mitigation Program (STMP) funds; and

WHEREAS, these projects were considered eligible for the STMP funds project in three phases; and

WHEREAS, the WCCTAC approved funding in the amount of \$100,000 for the RO1902 Pedestrian Improvements at Tennent – Bay Trail (planning and engineering only) and up to \$1,600,000 for the RO1710 San Pablo Avenue Bridge Replacement over BNSF Railroad; and

WHEREAS, these funds will contribute to advancing each of these projects through the planning and design phase getting them shovel ready.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Pinole hereby authorizes the City Manager to execute Cooperative Funding Agreements to receive WCCTAC STMP funds for projects RO1710 San Pablo Avenue Bridge Replacement over BNSF Railroad and RO1902 Pedestrian Improvements at Tennent – Bay Trail (planning and engineering only) in substantially similar form to the attached, and make minor changes determined to be appropriate by the City Manager and City Attorney.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of April 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 April.

Heather Iopu
City Clerk

**COOPERATIVE FUNDING AGREEMENT BETWEEN
WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
AND
City of Pinole**

San Pablo Avenue Bridge Replacement – Complete Street

This AGREEMENT is made and entered into as of ~~Insert date~~ April 24, 2020, (the “Effective Date”) by and between the West Contra Costa Transportation Advisory Committee (“WCCTAC”), a Joint Exercise of Powers Agency organized pursuant to California Government Code Section 6500, *et. seq.*, among the cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo, the County of Contra Costa, and the transit agencies AC Transit, Bay Area Rapid Transit District, and Western Contra Costa Transit Authority, with offices located at 6333 Potrero Avenue, Suite 100, El Cerrito, CA 94530, and **City of Pinole**, a municipal corporation/special district/etc.

WCCTAC and **City of Pinole** (“Agency”) shall sometimes be referred to collectively herein as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the members of WCCTAC signed a Master Cooperative Agreement pertaining to the 2006 Subregional Transportation Mitigation Fee Program (“2006 STMP”) in West Contra Costa County, including a list of eleven specific projects and the STMP funding commitments to those projects; and

WHEREAS, Agency’s Project, as further described in the Scope of Work, attached as Exhibit A, which is incorporated herein (“Project”), is **San Pablo Avenue Corridor Improvements**, one of the eleven projects identified in the 2006 STMP; and

WHEREAS, plans, studies, and cost estimates for Agency’s Project are eligible uses for the STMP funds; and

WHEREAS, at its **December 14, 2018** meeting, the WCCTAC Board of Directors approved an appropriation of up to one million, six hundred thousand dollars (\$1,600,000) in STMP funds to Agency towards the Project.

WHEREAS, STMP revenues collected until the end of the 2006 STMP on June 30, 2019 generated sufficient funds to provide the full allocation towards the Project;

Now, therefore, the Parties hereby agree as follows:

**SECTION 1
SCOPE OF WORK**

- 1.1 Scope of Work.** Subject to the terms and conditions set forth in this Agreement, Agency shall perform or cause to perform the work described in the Scope of Work attached as Exhibit A, and 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 Exhibit A, the Agreement shall prevail.

- 1.2 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **December 31, 2025**, and Agency shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended. The time provided to Agency to complete the services required by this Agreement shall not affect WCCTAC's right to terminate the Agreement.
- 1.3 **Standard of Performance.** Agency shall perform or cause to be performed all services required in Exhibit A according to the standards observed by a competent practitioner of the profession in which Agency's consultants or contractors are engaged.
- 1.4 **Assignment of Personnel.** Agency shall retain only competent personnel to perform the Project to this Agreement. In the event that WCCTAC, in its sole discretion, desires the reassignment of any such persons, Agency shall, upon receiving notice from WCCTAC, of such desire of WCCTAC, reassign such person or persons.
- 1.5 **Time is of the Essence.** Time is of the essence. Agency shall devote such time to the performance of the Project pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, Exhibit A.
- 1.6 **Public Works and Department of Industrial Relations Requirements.** Because the Project and Scope of Services described in Exhibit A may include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the Project may constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. In accordance with California Labor Code Section 1773.2, WCCTAC notifies Agency that this Project is subject to the general prevailing wages in the locality in which the services described in Exhibit A are to be performed. Agency shall cause to be paid prevailing wages for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which Agency shall make available on request by contractors and consultants. The Agency, its consultant and contractors engaged in the performance of the Scope of Services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A. Agency is also required to comply all relevant provisions of the Labor Code applicable to public works, including enforcement of the contractor registration requirements of the California State Department of Industrial Relations.

SECTION 2 FUNDING OBLIGATIONS

- 2.1 **Funding.** In accordance with the WCCTAC Master Cooperative Agreement pertaining to the 2006 STMP, and subject to available funding, WCCTAC hereby agrees to fund Agency's Project in a sum not to exceed **one million, six hundred thousand dollars (\$1,600,000)** notwithstanding any contrary indications that may be contained in Agency or any third-party proposal for services to be performed and reimbursable costs

incurred under this Agreement. In the event of a conflict between this Agreement and Agency's Scope of Service, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail.

The payments specified herein shall be the only payments from WCCTAC to Agency pursuant to this Agreement. Agency shall submit all invoices to WCCTAC in the manner specified herein. Agency shall not bill WCCTAC for duplicate services performed by more than one person.

WCCTAC and Agency acknowledge and agree that funding paid by WCCTAC to Agency under this Agreement is based upon Agency's estimated costs of funding Agency's Project, including salaries and benefits of employees, consultants and contractors of Agency. WCCTAC has no responsibility for such contributions beyond the amount set forth under this Agreement.

- 2.2 Invoices.** Agency shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost it incurs for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - b. The beginning and ending dates of the billing period;
 - c. 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.
- 2.3 Monthly Payment.** WCCTAC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. WCCTAC shall have 60 days from the receipt of an invoice that complies with all of the requirements above to pay Agency.
- 2.4 Total Payment.** In no event shall Agency submit any invoice for an amount in excess of the maximum amount of compensation provided in Section 2.1, above, either for a task or for the entire Agreement, unless the Agreement is modified in writing prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Reimbursable Expenses.** Reimbursable expenses shall not include a mark-up and are billed as a direct costs. In no event shall expenses be advanced by WCCTAC to the Agency. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.6 Payment of Taxes.** Agency and its contractors and consultants are solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

- 2.7 Payment upon Termination.** In the event that WCCTAC or Agency terminates this Agreement pursuant to Section 3.4, WCCTAC shall compensate the Agency for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Agency shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.8 Authorization to Perform Services.** The Agency is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from WCCTAC's Executive Director or his designee.
- 2.9 Funding Request.** Agency shall submit the request for funds for specific components of the Project, detailing project scope, schedule and proposed funding plan, at least four (4) months in advance of the initial anticipated cash flow need or reimbursement; to submit subsequent requests at least two (2) months in advance of anticipated need; and to apply any funds received under this Agreement to the Project consistent with the terms and conditions of an approved funding appropriation.
- 2.10 Progress Reports.** Progress reports shall be submitted along with the funding request in Section 2.9. Agency shall submit progress reports in a form satisfactory to WCCTAC based on the cost for services performed.
- 2.11 Records Keeping.** All reports, studies, plans, 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 Agency prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be made available to WCCTAC at WCCTAC's request. .
- 2.12 Agency Financial Records.** Agency shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to WCCTAC under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Agency to this Agreement.
- 2.13 Inspection and Audit of Records.** Any records or documents that Sections 2.11 and 2.12 of this Agreement requires Agency to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request by WCCTAC. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of WCCTAC or as part of any audit of WCCTAC, for a period of 3 years after final payment under the Agreement.

SECTION 3 GENERAL PROVISIONS

- 3.1 Funding Limitations and Contingencies.** If, in response to the Request for Proposal(s), it appears that Project costs including contingency, will exceed the funding

set forth in Section 2.1, the Parties agree that they shall meet to revise Project Scope to meet available funding. Funding of Agency's Project is strictly contingent upon WCCTAC having received, appropriated and allocated sufficient STMP funds for the Agency's Project. Funding is also contingent upon WCCTAC receiving a fully executed Agreement from Agency. If the Project Scope cannot be revised to meet available funding, then WCCTAC reserves the right to terminate this Agreement, or suspend funding, until such time that additional STMP funds are available and allocated to Agency's Project.

- 3.2 Acceptance.** Upon completion of the Project, Agency shall submit a report documenting that the Project is substantially complete. Agency shall be responsible for filing the appropriate notice of completion for the Project and shall provide a copy to WCCTAC for its records.
- 3.3 Alternative Dispute Resolution.** All disputes that arise in connection with interpretation or performance of the Agreement shall first attempted to be resolved informally by the Parties. If not resolved, prior to instituting legal action, the Parties agree to participate in mediation with a mediator jointly selected by the Parties. If the dispute is not resolved by mediation, then the Parties will retain any and all remedies that they otherwise would have at law or equity.
- 3.4 Termination.** This Agreement shall be subject to termination as follows:
- a. Either Party may terminate this Agreement at any time for cause pursuant to a power created by the Agreement or by law, other than for breach, by giving written notice of termination to either Party, which notice shall specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least ninety (90) days before the effective date of such termination. All obligations that are still executory will be discharged but any right based upon prior breach or performance shall survive.
 - b. This Agreement may be terminated by a Party for breach of any obligation, covenant, or condition by the other Party, upon notice to the breaching Party. With respect to any breach that is reasonably capable of being cured, the breaching Party shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching Party diligently pursues cure, such Party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching Party. On termination, the non-breaching Party retains the same rights as a Party exercising its right to terminate under the provisions of Section 3.4, except that the non-breaching Party also retains any remedy for breach of the whole contract or any unperformed balance.
 - c. By mutual consent of both Parties, this Agreement may be terminated at any time.
 - d. This Agreement may be terminated by WCCTAC if funding for Agency's Project is no longer available by operation of law, or by action taken by the WCCTAC Board of Directors to reallocate funds.

- e. In no event shall the Parties terminate this Agreement if such termination would conflict with, cause a default under, or otherwise violate the terms or conditions of any revenue bonds.

3.5 Waiver of Claims Against WCCTAC. Agency waives all claims by Agency, its directors, supervisors, officers, employees, or agents against WCCTAC, its commissioners, officers, and/or employees for damages, loss, injury and/or liability, direct or indirect, resulting from Agency's participation in the Project. Agency's waiver shall not apply to liability arising from and caused by the sole negligence or willful misconduct of WCCTAC, its commissioners, officers, and/or employees.

3.6 Indemnity. Agency shall defend, indemnify and hold harmless WCCTAC, its governing board, member agencies, officers, and employees from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Agency's performance of any work under this Agreement, except such Liability caused by the sole negligence or willful misconduct of WCCTAC. With respect to third party claims against Agency, waives any and all rights of any type to express or implied indemnity against WCCTAC.

3.7 Notices. All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- a. When delivered by first class mail, postage prepaid, notice shall be deemed delivered three (3) business days after deposit in the United States Mail.
- b. When mailed by certified mail with return receipt requested, notice is effective upon receipt if delivery is confirmed by a return receipt.
- c. When delivered by overnight delivery by a nationally recognized overnight courier, notice shall be deemed delivered one (1) business day after deposit with that courier.
- d. When personally delivered to the recipient, notice shall be deemed delivered on the date personally delivered.
- e. The place for delivery of all notices under this Agreement shall be as follows:

If to WCCTAC:

John Nemeth, Executive Director
West Contra Costa Transportation Advisory Committee
6333 Potrero Avenue, Suite 100
El Cerrito, CA 94530

with a Copy to:

Kristopher J. Kokotaylo, Legal Counsel

Meyers Nave Riback Silver & Wilson
 555 12th Street, Suite 1500
 Oakland, CA 94607

If to Agency:

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

- 3.8 Additional Acts and Documents.** Each Party agrees to do all such things and take all such actions, and to make, execute, and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent, and purpose of this Agreement.
- 3.9 Integration.** This Agreement represents the entire agreement of the Parties with respect to the subject matter. No representations, warranties, inducement, or oral agreements have been made by any of the Parties except as expressly set forth in this Agreement.
- 3.10 Governing Law.** The laws of the State of California shall govern this Agreement. Agency and any consultants and contractors shall comply with all laws, including, but not limited, all statutes, regulations, local ordinances, and decisional authority, applicable to the Scope of Work hereunder. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Agency and any subcontractors shall comply with all applicable rules and regulations to which WCCTAC is bound by the terms of such fiscal assistance program.
- 3.11 Amendment.** This Agreement may not be changed, modified, or rescinded except by the written approval of the legislative bodies of each Party, and any attempt of oral modification of this Agreement shall be void and of no effect.
- 3.12 Independent Contractor.** Agency and WCCTAC render their services under this Agreement as independent contractors. None of the agents or employees of either shall be agents or employees of the other.
- 3.13 Assignment.** This Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.
- 3.14 Successors and Assigns.** This Agreement shall be binding upon the successors, assignees, or transferees of WCCTAC or Agency as the case may be. This provision shall not be constructed as an authorization to assign, transfer, hypothecate, or pledge this Agreement other than as provided above.
- 3.15 Severability.** Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement, which

shall continue in full force and effect, so long as the remainder, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the parties.

3.16 Jurisdiction and 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.

3.17 Attorney's 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.

3.18 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.

3.19 Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and attested by their respective officers, duly authorized so to act, as of the date set forth in the first paragraph of this Agreement.

City of Pinole

**West Contra Costa Transportation
Advisory Committee**

Andrew Murray, City Manager

John Nemeth, Executive Director

Approved as to Form:

Approved as to Form:

Eric S. Casher, Agency Counsel

Kristopher Kokotaylo, Legal Counsel

2669788.1

EXHIBIT A**SCOPE OF SERVICES**

The Agency agrees to:

1. To act as the lead agency and take responsibility for evaluating prospective consultants and contractors retained by Agency and subsequent award of work consistent with this Agreement.
2. To act as the lead agency and retain, as appropriate, consulting services consistent with this Agreement.
3. To be responsible for providing management of consultant and contractor activities, including responsibility for scheduling, budgeting, and oversight of the services, consistent with the scope of the project.
4. To advance or complete all or a portion of following STMP project identified as funding categories: **San Pablo Avenue Corridor Improvements.**
5. To use the STMP fund *as the local match for the HBP funding from the State initially for preliminary design, environmental review, right of way analysis, railroad coordination, then for final design, and as part of the local match for construction for the Replacement of San Pablo Avenue Bridge over BNSF Complete Street. The existing bridge is deficient and does not have adequate width to provide complete street functionality.*
6. To produce or complete *the Replacement of San Pablo Avenue Bridge over BNSF Complete Street. Please see Attachment A for detailed work scope for the initial phase of the project as well as the final design phase. Construction Phase has not yet been programmed by the State in the HBP.*
7. To complete the over-all project based on the following initial schedule the schedule for the project:
 - a. *Phase 1- Preliminary Engineering/Environmental October 2021*
 - b. *Phase 2 - Final Engineering October 2022*
 - c. *Phase 3 - Construction October 2024*
8. To complete the STMP-funded portion of the project based on the estimated completion date of *October 2024.*

**COOPERATIVE FUNDING AGREEMENT BETWEEN
WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE
AND
City of Pinole**

Bay Trail Gap at Tennent Avenue at the Railroad Crossing

This AGREEMENT is made and entered into as of April 24, 2020~~Insert date~~, (the “Effective Date”) by and between the West Contra Costa Transportation Advisory Committee (“WCCTAC”), a Joint Exercise of Powers Agency organized pursuant to California Government Code Section 6500, *et. seq.*, among the cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo, the County of Contra Costa, and the transit agencies AC Transit, Bay Area Rapid Transit District, and Western Contra Costa Transit Authority, with offices located at 6333 Potrero Avenue, Suite 100, El Cerrito, CA 94530, and **City of Pinole**, a municipal corporation/special district/etc.

WCCTAC and **City of Pinole** (“Agency”) shall sometimes be referred to collectively herein as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the members of WCCTAC signed a Master Cooperative Agreement pertaining to the 2006 Subregional Transportation Mitigation Fee Program (“2006 STMP”) in West Contra Costa County, including a list of eleven specific projects and the STMP funding commitments to those projects; and

WHEREAS, Agency’s Project, as further described in the Scope of Work, attached as Exhibit A, which is incorporated herein (“Project”), is **Bay Trail Gap Closure**, one of the eleven projects identified in the 2006 STMP; and

WHEREAS, plans, studies, and cost estimates for Agency’s Project are eligible uses for the STMP funds; and

WHEREAS, at its **December 14, 2018** meeting, the WCCTAC Board of Directors approved an appropriation of **one hundred thousand dollars (\$100,000)** in STMP funds to Agency towards the Project.

Now, therefore, the Parties hereby agree as follows:

**SECTION 1
SCOPE OF WORK**

- 1.1 Scope of Work.** Subject to the terms and conditions set forth in this Agreement, Agency shall perform or cause to perform the work described in the Scope of Work attached as Exhibit A, and 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 Exhibit A, the Agreement shall prevail.

- 1.2 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **December 31, 2021**, and Agency shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended. The time provided to Agency to complete the services required by this Agreement shall not affect WCCTAC's right to terminate the Agreement.
- 1.3 Standard of Performance.** Agency shall perform or cause to be performed all services required in Exhibit A according to the standards observed by a competent practitioner of the profession in which Agency's consultants or contractors are engaged.
- 1.4 Assignment of Personnel.** Agency shall retain only competent personnel to perform the Project to this Agreement. In the event that WCCTAC, in its sole discretion, desires the reassignment of any such persons, Agency shall, upon receiving notice from WCCTAC, of such desire of WCCTAC, reassign such person or persons.
- 1.5 Time is of the Essence.** Time is of the essence. Agency shall devote such time to the performance of the Project pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, Exhibit A.
- 1.6 Public Works and Department of Industrial Relations Requirements.** Because the Project and Scope of Services described in Exhibit A may include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the Project may constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. In accordance with California Labor Code Section 1773.2, WCCTAC notifies Agency that this Project is subject to the general prevailing wages in the locality in which the services described in Exhibit A are to be performed. Agency shall cause to be paid prevailing wages for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which Agency shall make available on request by contractors and consultants. The Agency, its consultant and contractors engaged in the performance of the Scope of Services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A. Agency is also required to comply all relevant provisions of the Labor Code applicable to public works, including enforcement of the contractor registration requirements of the California State Department of Industrial Relations.

SECTION 2 FUNDING OBLIGATIONS

- 2.1 Funding.** In accordance with the WCCTAC Master Cooperative Agreement pertaining to the 2006 STMP, and subject to available funding, WCCTAC hereby agrees to fund Agency's Project in a sum not to exceed **one hundred thousand dollars, (\$100,000)** notwithstanding any contrary indications that may be contained in Agency or any third-party proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Agency's Scope of Service, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail.

The payments specified herein shall be the only payments from WCCTAC to Agency pursuant to this Agreement. Agency shall submit all invoices to WCCTAC in the manner specified herein. Agency shall not bill WCCTAC for duplicate services performed by more than one person.

WCCTAC and Agency acknowledge and agree that funding paid by WCCTAC to Agency under this Agreement is based upon Agency's estimated costs of funding Agency's Project, including salaries and benefits of employees, consultants and contractors of Agency. WCCTAC has no responsibility for such contributions beyond the amount set forth under this Agreement.

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

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. 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.

2.3 Monthly Payment. WCCTAC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. WCCTAC shall have 60 days from the receipt of an invoice that complies with all of the requirements above to pay Agency.

2.4 Total Payment. In no event shall Agency submit any invoice for an amount in excess of the maximum amount of compensation provided in Section 2.1, above, either for a task or for the entire Agreement, unless the Agreement is modified in writing prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Reimbursable Expenses. Reimbursable expenses shall not include a mark-up and are billed as a direct costs. In no event shall expenses be advanced by WCCTAC to the Agency. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.6 Payment of Taxes. Agency and its contractors and consultants are solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 Payment upon Termination. In the event that WCCTAC or Agency terminates this Agreement pursuant to Section 3.4, WCCTAC shall compensate the Agency for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed

as of the date of written notice of termination. Agency shall maintain adequate logs and timesheets to verify costs incurred to that date.

- 2.8 Authorization to Perform Services.** The Agency is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from WCCTAC's Executive Director or his designee.
- 2.9 Funding Request.** Agency shall submit the request for funds for specific components of the Project, detailing project scope, schedule and proposed funding plan, at least four (4) months in advance of the initial anticipated cash flow need or reimbursement; to submit subsequent requests at least two (2) months in advance of anticipated need; and to apply any funds received under this Agreement to the Project consistent with the terms and conditions of an approved funding appropriation.
- 2.10 Progress Reports.** Progress reports shall be submitted along with the funding request in Section 2.9. Agency shall submit progress reports in a form satisfactory to WCCTAC based on the cost for services performed.
- 2.11 Records Keeping.** All reports, studies, plans, 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 Agency prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be made available to WCCTAC at WCCTAC's request. .
- 2.12 Agency Financial Records.** Agency shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to WCCTAC under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Agency to this Agreement.
- 2.13 Inspection and Audit of Records.** Any records or documents that Sections 2.11 and 2.12 of this Agreement requires Agency to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request by WCCTAC. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of WCCTAC or as part of any audit of WCCTAC, for a period of 3 years after final payment under the Agreement.

SECTION 3 GENERAL PROVISIONS

- 3.1 Funding Limitations and Contingencies.** If, in response to the Request for Proposal(s), it appears that Project costs including contingency, will exceed the funding set forth in Section 2.1, the Parties agree that they shall meet to revise Project Scope to meet available funding. Funding of Agency's Project is strictly contingent upon WCCTAC having received, appropriated and allocated sufficient STMP funds for the

Agency's Project. Funding is also contingent upon WCCTAC receiving a fully executed Agreement from Agency. If the Project Scope cannot be revised to meet available funding, then WCCTAC reserves the right to terminate this Agreement, or suspend funding, until such time that additional STMP funds are available and allocated to Agency's Project.

- 3.2 Acceptance.** Upon completion of the Project, Agency shall submit a report documenting that the Project is substantially complete. Agency shall be responsible for filing the appropriate notice of completion for the Project and shall provide a copy to WCCTAC for its records.
- 3.3 Alternative Dispute Resolution.** All disputes that arise in connection with interpretation or performance of the Agreement shall first attempted to be resolved informally by the Parties. If not resolved, prior to instituting legal action, the Parties agree to participate in mediation with a mediator jointly selected by the Parties. If the dispute is not resolved by mediation, then the Parties will retain any and all remedies that they otherwise would have at law or equity.
- 3.4 Termination.** This Agreement shall be subject to termination as follows:
- a. Either Party may terminate this Agreement at any time for cause pursuant to a power created by the Agreement or by law, other than for breach, by giving written notice of termination to either Party, which notice shall specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least ninety (90) days before the effective date of such termination. All obligations that are still executory will be discharged but any right based upon prior breach or performance shall survive.
 - b. This Agreement may be terminated by a Party for breach of any obligation, covenant, or condition by the other Party, upon notice to the breaching Party. With respect to any breach that is reasonably capable of being cured, the breaching Party shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching Party diligently pursues cure, such Party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching Party. On termination, the non-breaching Party retains the same rights as a Party exercising its right to terminate under the provisions of Section 3.4, except that the non-breaching Party also retains any remedy for breach of the whole contract or any unperformed balance.
 - c. By mutual consent of both Parties, this Agreement may be terminated at any time.
 - d. This Agreement may be terminated by WCCTAC if funding for Agency's Project is no longer available by operation of law, or by action taken by the WCCTAC Board of Directors to reallocate funds.
 - e. In no event shall the Parties terminate this Agreement if such termination would conflict with, cause a default under, or otherwise violate the terms or conditions of any revenue bonds.

3.5 Waiver of Claims Against WCCTAC. Agency waives all claims by Agency, its directors, supervisors, officers, employees, or agents against WCCTAC, its commissioners, officers, and/or employees for damages, loss, injury and/or liability, direct or indirect, resulting from Agency's participation in the Project. Agency's waiver shall not apply to liability arising from and caused by the sole negligence or willful misconduct of WCCTAC, its commissioners, officers, and/or employees.

3.6 Indemnity. Agency shall defend, indemnify and hold harmless WCCTAC, its governing board, member agencies, officers, and employees from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Agency's performance of any work under this Agreement, except such Liability caused by the sole negligence or willful misconduct of WCCTAC. With respect to third party claims against Agency, waives any and all rights of any type to express or implied indemnity against WCCTAC.

3.7 Notices. All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- a. When delivered by first class mail, postage prepaid, notice shall be deemed delivered three (3) business days after deposit in the United States Mail.
- b. When mailed by certified mail with return receipt requested, notice is effective upon receipt if delivery is confirmed by a return receipt.
- c. When delivered by overnight delivery by a nationally recognized overnight courier, notice shall be deemed delivered one (1) business day after deposit with that courier.
- d. When personally delivered to the recipient, notice shall be deemed delivered on the date personally delivered.
- e. The place for delivery of all notices under this Agreement shall be as follows:

If to WCCTAC:

John Nemeth, Executive Director
West Contra Costa Transportation Advisory Committee
6333 Potrero Avenue, Suite 100
El Cerrito, CA 94530

with a Copy to:

Kristopher J. Kokotaylo, Legal Counsel
Meyers Nave Riback Silver & Wilson
555 12th Street, Suite 1500

Oakland, CA 94607

If to Agency:

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

- 3.8 Additional Acts and Documents.** Each Party agrees to do all such things and take all such actions, and to make, execute, and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent, and purpose of this Agreement.
- 3.9 Integration.** This Agreement represents the entire agreement of the Parties with respect to the subject matter. No representations, warranties, inducement, or oral agreements have been made by any of the Parties except as expressly set forth in this Agreement.
- 3.10 Governing Law.** The laws of the State of California shall govern this Agreement. Agency and any consultants and contractors shall comply with all laws, including, but not limited, all statutes, regulations, local ordinances, and decisional authority, applicable to the Scope of Work hereunder. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Agency and any subcontractors shall comply with all applicable rules and regulations to which WCCTAC is bound by the terms of such fiscal assistance program.
- 3.11 Amendment.** This Agreement may not be changed, modified, or rescinded except by the written approval of the legislative bodies of each Party, and any attempt of oral modification of this Agreement shall be void and of no effect.
- 3.12 Independent Contractor.** Agency and WCCTAC render their services under this Agreement as independent contractors. None of the agents or employees of either shall be agents or employees of the other.
- 3.13 Assignment.** This Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.
- 3.14 Successors and Assigns.** This Agreement shall be binding upon the successors, assignees, or transferees of WCCTAC or Agency as the case may be. This provision shall not be constructed as an authorization to assign, transfer, hypothecate, or pledge this Agreement other than as provided above.
- 3.15 Severability.** Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, so long as the remainder, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the parties.

3.16 Jurisdiction and 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.

3.17 Attorney's 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.

3.18 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.

3.19 Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and attested by their respective officers, duly authorized so to act, as of the date set forth in the first paragraph of this Agreement.

City of Pinole

**West Contra Costa Transportation
Advisory Committee**

Andrew Murray, City Manager

John Nemeth, Executive Director

Approved as to Form:

Approved as to Form:

Eric S. Casher
Agency Counsel

Kristopher Kokotaylo, Legal Counsel

2669788.1

EXHIBIT A

SCOPE OF SERVICES

The Agency agrees to:

1. To act as the lead agency and take responsibility for evaluating prospective consultants and contractors retained by Agency and subsequent award of work consistent with this Agreement.
2. To act as the lead agency and retain, as appropriate, consulting services consistent with this Agreement.
3. To be responsible for providing management of consultant and contractor activities, including responsibility for scheduling, budgeting, and oversight of the services, consistent with the scope of the project.
4. To advance or complete all or a portion of following STMP project identified as funding categories *Bay Trail Gap Closure*.
5. To use the STMP funds for *planning, railroad coordination, design and environmental review for pedestrian and bike improvements to Tennent Avenue at the Union Pacific Railroad at grade crossing*.
6. To produce or complete *a set of shovel ready plans for construction of pedestrian and bike improvements to Tennent Avenue at the Union Pacific Railroad at grade crossing*.
7. To complete the over-all project based on the following initial schedule the schedule for the project:
 - a. *Q4 FY 19/20*
 - i. *Prepare RFP or On-Call consultant solicitation*
 - ii. *Consultant selection and agreement execution process*
 - b. *Q1 FY20/21*
 - i. *Commence planning and UP RxR Coordination*
 - ii. *Prepare preliminary design*
 - c. *Q2 FY20/21*
 - i. *Continue UP RxR Coordination*
 - d. *Q3 FY20/21*
 - i. *Continue UP RxR Coordination – if necessary*
 - ii. *Perform Environmental Review*
 - e. *Q4 FY20/21*
 - i. *Complete final PSE package*
8. To complete the STMP-funded portion of the project based on the estimated completion date of *June 30, 2021*.



CITY COUNCIL REPORT

7G

DATE: APRIL 21, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: ANDREW MURRAY, CITY MANAGER
CHRIS WYNKOOP, FIRE CHIEF

SUBJECT: BATTALION 7 AUTOMATIC AID AGREEMENT

RECOMMENDATION

City staff recommends that the City Council adopt a resolution (attached) authorizing staff to execute the Automatic Aid Agreement for exchange of fire, rescue, and emergency medical services among the Contra Costa County Fire Protection District (CCCFPD), Rodeo-Hercules Fire Protection District (RHFPD), and City of Pinole Fire Department (PFD). Executing the agreement will formalize the existing operational arrangement, informally referred to as the “Battalion 7 Agreement,” which has been in place for the past twenty years. CCCFPD and RHFPD have already executed the agreement.

BACKGROUND

The PFD has one fire company on duty at all times. A company is composed of one engine or truck and its staff, which, in Pinole’s case, are typically a captain, engineer, and firefighter. A battalion is a group of companies, typically three to seven, that coordinate to provide service.

Many fire incidents, including structure fires, significant vehicular accidents, hazardous materials, and water rescues, require a response from more than one company. PFD does not on its own have the capacity to respond to many fire incidents. As such, it is imperative that PFD collaborate with other departments to assemble an adequate response force. RHFPD faces a similar situation, as does CCCFPD in West County, where it has limited resources.

To address this situation, the three fire agencies have collaborated by providing automatic aid to one another since 2000. Automatic aid is a form of aid in which the collective resources of all of the participating agencies are dispatched as though they belonged to a single agency. This is a more integrated form of aid than mutual aid, in which an agency must request resources from another agency, and the responding agency must consent to provide the assistance. There is a mutual aid agreement among all of the fire service

agencies in the County (Contra Costa County Fire Service Mutual Aid Agreement), but it does not meet the needs of PFD, RHFPD, and CCCFPD for rapid, integrated response.

As noted above, beginning in 2000, the three fire agencies began acting collectively as a battalion by providing automatic aid to one another in the agencies' service areas. The battalion was given the designation "Battalion 7." In addition to integrated fire response, the agencies began collaborating on communications and training. Over the years, the agencies have refined the Battalion 7 operational concept. However, no agreement had ever been executed to formalize the responsibilities and procedures.

The agencies recently created an agreement (exhibit to the attached resolution) to formalize responsibilities and procedures. RHFPD and CCCFPD have executed the agreement, and are awaiting PFD's execution.

REVIEW AND ANALYSIS

The proposed agreement documents the procedures that are currently used to operate Battalion 7 and would formalize the responsibilities of the three parties. Executing the agreement would not require any changes in PFD resources or procedures, which currently meet the agreement's requirements. Executing the agreement would provide PFD with a level of certainty regarding the support that it could rely on from the other member agencies.

Note that executing the agreement formalizes the existing fire service model. All of the parties to the agreement understand that Pinole is in the process of analyzing its fire service model. If, as a result of that analysis, Pinole modifies its service model, the Automatic Aid Agreement can be reviewed and updated as appropriate.

FISCAL IMPACT

The agreement would only obligate PFD to pay the other agencies for the backfill of a Battalion Chief or for significant expenses incurred by RHFPD or CCCFPD when responding to a large scale or complex incident in Pinole. PFD has been operating under those provisions since the inception of the Battalion 7 concept in 2000, and does not expect the execution of a formal agreement to result in any increased costs for PFD.

ATTACHMENTS

A Resolution

Exhibit 1 - Automatic Aid Agreement for Exchange of Fire, Rescue, and Emergency Medical Services among the Contra Costa County Fire Protection District, Rodeo-Hercules Fire Protection District, and City of Pinole Fire Department

RESOLUTION NO. 2020-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, RATIFYING THE AUTOMATIC AID AGREEMENT FOR EXCHANGE OF FIRE, RESCUE, AND EMERGENCY MEDICAL SERVICES AMONG THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT, RODEO-HERCULES FIRE PROTECTION DISTRICT, AND CITY OF PINOLE FIRE DEPARTMENT

WHEREAS, it is imperative that the Pinole Fire Department collaborates with other fire service agencies to assemble an adequate response force for the protection of our citizens, and

WHEREAS, the Contra Costa County Fire Protection District, the Rodeo-Hercules Fire Protection District, and the City of Pinole Fire Department have collaborated by providing automatic aid to one another since 2000, and

WHEREAS, this integrated service model has been given the designation as “Battalion 7”, and

WHEREAS, the automatic aid agreement documents the procedures that are currently used to operate Battalion 7 and formalizes the responsibilities of the three parties, and

WHEREAS, the Contra Costa County Fire Protection District, and the Rodeo-Hercules Fire Protection District have signed the automatic aid agreement, and

WHEREAS, executing the agreement will provide the City of Pinole and the Pinole Fire Department with a level of certainty regarding the support it can rely on from the other member agencies.

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Pinole does hereby:

1. Accept the Automatic Aid Agreement for Exchange of Fire, Rescue, and Emergency Medical Services among the Contra Costa County Fire Protection District, Rodeo-Hercules Fire Protection District, and City of Pinole Fire Department; and
2. Authorize the City Manager and the Fire Chief to sign the agreement on behalf of the City of Pinole and the Pinole Fire Department.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of April 2020 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 April 2020.

Heather Iopu, CMC
City Clerk

AUTOMATIC AID AGREEMENT FOR
EXCHANGE OF FIRE, RESCUE, AND EMERGENCY MEDICAL SERVICES
among the
CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT,
RODEO-HERCULES FIRE PROTECTION DISTRICT,
AND
CITY OF PINOLE FIRE DEPARTMENT

This Automatic Aid Agreement for Exchange of Fire, Rescue, and Emergency Medical Services (this "Agreement") is among the Contra Costa County Fire Protection District ("CCCFPD"), Rodeo-Hercules Fire Protection District ("RHFPD"), and City of Pinole Fire Department ("PFD") (each, individually, a "Party," and collectively as the "Parties" to the Agreement) and is dated April 1, 2020. Execution of this Agreement signifies that each Party is subject to the terms and conditions set forth in this Agreement.

The purpose of this Agreement is to define and provide the procedures that implement the automatic aid among CCCFPD, RHFPD, and PFD. The identified fire resources will respond to requests for service as set forth herein. Additional resources not described in this Agreement may be requested by a Party's incident commanders, Chief Officers, or jurisdictional dispatch centers through normal mutual aid channels as provided in the existing Contra Costa County Fire Service Mutual Aid Agreement and/or the California Master Mutual Aid Agreement.

1. DEFINITIONS

Definitions. The following definitions apply throughout this agreement.

"Advanced Life Support (ALS)" means a level of emergency medical care that is higher than basic life support provided by EMTs. ALS includes, but is not limited to, invasive techniques and special services designed to provide definitive pre-hospital emergency medical care, including, but not limited to cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a Base Hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital.

"Battalion Chief" means a chief officer of the battalion chief rank responsible for daily leadership, management, and supervision of personnel and resources within an identified Party's geographic boundary or agency.

"Battalion 7" means the geographical area in western Contra Costa County comprised of CCCFPD, RHFPD, and PFD as depicted on Exhibit A (Battalion 7 Map) attached hereto.

"BC7" means the position of Battalion Chief for Battalion 7 as specified in Section 11 (Battalion Chiefs).

"CAD" means Computer Aided Dispatch, a method of dispatching emergency services assisted by computer.

"Company" means a personnel unit comprised of a fire captain, a fire engineer, and a firefighter, where at least one (1) individual is a Paramedic.

"CCRFCC" means the Contra Costa Regional Fire Communications Center.

"EMD" means Emergency Medical Dispatch, a systematic program of handling medical calls. Trained tele-communicators, using locally approved EMD Guidecards, quickly and properly determine the nature and priority of the call, dispatch the appropriate response, then give the caller instructions to help treat the patient until the responding EMS unit arrives.

"EMS" means out-of-hospital emergency medical services to treat illnesses and injuries that require an urgent medical response.

"EMT" means Emergency Medical Technician, a firefighter capable and properly licensed to perform basic life support services.

"Engine" means a fire resource meeting the equipment standards of a FIREScope ICS Engine (pumper) with a minimum staffing of three (3) personnel.

"MDT" means Mobile Data Terminal/Tablet, a computerized device used in emergency vehicles to communicate with a central dispatch office. They are also used to display mapping and information relevant to the tasks and actions performed by the vehicle such as CAD drawings, diagrams, and safety information.

"Paramedic" means a firefighter capable and properly licensed to provide ALS services.

"PIO" means Public Information Officer, a communications coordinator or spokesperson of a governmental organization (in this case a fire protection district or fire department). The primary responsibility of a PIO is to provide information to the public and media as necessary.

"Quint" means a fire apparatus that provides a fire pump, water tank, fire hose, aerial ladder, and ground ladders, which is staffed by a minimum of three (3) personnel, one (1) of whom is a Paramedic.

"Truck" means a fire department resource capable of providing a minimum elevated stream and rescue capability of not less than 75 feet, which is staffed by a minimum of three (3) personnel, one (1) of whom is a Paramedic.

2. SERVICES PROVIDED JOINTLY

- a. The Parties shall jointly provide fire and emergency medical services through the integration of operations. In so doing, the Parties recognize that existing agreements to which all are a party, along with County operational area mutual aid/automatic aid agreements, shall provide for joint operations along with the provisions of this Agreement.
- b. Each Party shall provide resources (apparatus and personnel) from its respective stations depicted on Exhibit A (Battalion 7 Map) available in Battalion 7 as set forth in this Agreement. CCRFCC shall assign resources within Battalion 7 following CCCFPD and county operational area protocols.
- c. Each agency shall provide, maintain and replace all facilities, stations, equipment, personal protective equipment, uniforms and apparatus according to each Party's own policies, procedures and discretion. All apparatus and equipment shall remain the property of each respective Party.

3. DISPATCH AND COMMUNICATIONS

- a. Each Party shall maintain the CCRFCC as their primary fire/EMS EMD center for all 911 calls. The CCRFCC shall determine and dispatch the closest available unit(s) and the most appropriate type and number of units to respond to all calls in Battalion 7, regardless of jurisdiction. All Parties shall adhere to and maintain compliance with approved standardized communication policies.
- b. Battalion Chiefs shall maintain situational awareness of incidents and resource commitments within Battalion 7 and adjacent battalions.

4. RADIO INTEROPERABILITY

- a. Each Party shall provide and maintain mobile, portable, and base station communication equipment and radios compatible with CCRFCC communications systems.

- b. Each Party shall complete any upgrades necessary, to its respective communication equipment, to maintain common communications and interoperability.

5. AMOUNT, TYPE, AND AREAS OF RESPONSE

- a. In accordance with dispatch procedures, each Party shall provide resources from all stations to all areas within Battalion 7 using the closest resource dispatch model, and where these resources are recommended by the CCRFCC CAD system.
- b. A Party shall provide a minimum single resource response consisting of one Type 1 Engine for all calls. A Quint or Truck may be substituted as an acceptable resource for a single unit response.
- c. CCRFCC will initiate station coverage within Battalion 7 whenever key stations or zones are uncovered due to working incidents or multiple simultaneous calls.
- d. All Parties shall implement and maintain compliance with the CCCFPD standardized first alarm assignments. In addition, all Parties shall implement and maintain compliance with the CCCFPD standardized second alarm and additional alarm assignments.
- e. All Parties shall endeavor to establish local mutual/automatic aid agreements with neighboring fire agencies to ensure capacity and capability to provide closest available resources to support greater alarm responses.

6. MINIMUM APPARATUS STANDARDS FOR EACH AGENCY

- a. Each Party shall maintain at least one (1) primary Type I Engine and at least one (1) reserve Type I Engine in its fleet.
- b. Each Party shall provide and maintain one (1) suitable response vehicle for its Battalion Chief capable of providing incident command post functions, resource accountability and tracking, incident communications, and mobile data computer/tablet. All Parties will collaborate on a shared resource for a reserve/spare Battalion Chief vehicle.

7. MINIMUM STAFFING

Each Party shall maintain minimum staffing on their primary apparatus of at least three (3) personnel, one (1) of which is a Paramedic. Each Party shall maintain and provide 24/7/365 ALS staffing on each staffed Company.

8. RECALL OF DEPARTMENT PERSONNEL

All Parties shall implement and maintain recall policies and plans for off-duty personnel and/or station coverage policies and plans. Recall of off-duty or reserve personnel shall be made to provide sufficient coverage during extended or multiple emergencies. It is the responsibility of each Party to update the CCRFCC with a current personnel list. BC7 has primary responsibility to ensure adequate coverage for Battalion 7.

9. OPERATIONAL COMMAND

- a. A Party's first arriving Company officer, regardless of jurisdiction, will assume command until he or she passes command, transfers command, or is relieved by a higher ranking officer.
- b. The highest-ranking chief officer from the Party with primary jurisdiction shall have authority to assume command or another function within the incident command system deemed most appropriate to support the operation. Each Party shall conduct operations in a coordinated and organized manner in accordance with current operational area policies, industry standards, and best practices of the fire service.
- c. In the event of large scale or complex incidents where reimbursable or financial considerations are necessary to mitigate the incident, the Party with primary jurisdiction shall provide authorization to the incident commander.
- d. The CCRFCC will dispatch BC7 to all multi-Company calls in Battalion 7 when available.
- e. The CCRFCC will notify BC7 when a Battalion 7 resource is responding on automatic aid outside Battalion 7. BC7 shall decide whether or not to respond.

10. TRAINING

- a. All federal, state and locally mandated training to be performed by a Party shall be scheduled and delivered. Periodic interagency training will be conducted for the purpose of improving working relationships and operational coordination among Battalion 7 units. This training will be assigned and coordinated through the Battalion Chief's or as dictated by the CCCFPD Training Division.

11. BATTALION CHIEFS

a. **BATTALION 7 CHIEF OFFICER COVERAGE**

- i. Each Party shall provide one (1) Battalion Chief position. This position shall be filled by a permanent employee of the respective Party. In the event of a vacancy, an Acting Battalion Chief may be used until the vacancy is permanently occupied.
- ii. BC7 shall be covered by a chief officer or acting Battalion Chief 24-hours a day, 365 days a year. BC7 is responsible for day to day operations of all companies as well as emergency responses. Qualified captains may act as BC7 as long as they have met the qualifications stipulated in this Agreement. An assigned Chief Officer providing coverage for Battalion 7 will use the call sign "Battalion 7". When a Chief Officer is not on duty as the assigned BC7, he/she will use their 4-digit county radio identifier.

b. **BATTALION CHIEF STAFFING**

- i. Each Party shall provide a Battalion Chief from its agency to cover one 24-hour shift as follows:

RHFPD - A Shift

PFD - B Shift

CCCFPD - C Shift

- ii. Each Party shall provide their Battalion Chief coverage for the assigned shift. If a Party is unable to provide coverage for its assigned shift, it is the responsibility of the Party to arrange for coverage from one of the following:
 - A. Shift trade with another Battalion 7 Battalion Chief;
 - B. Overtime coverage from another Battalion Chief from the same Party;
 - C. Overtime coverage from another Battalion 7 Battalion Chief from a different Party; or
 - D. Acting Battalion Chief from the same Party.
- iii. If not properly relieved, the individual assigned to BC7 shall remain on duty until properly relieved.
- iv. In the event that a Party cannot provide BC7 coverage for its assigned shift, as indicated above, through regular staffing, shift trades, or an acting

Battalion Chief, as a last resort, the responsible Party may request a Battalion Chief from one of the other Parties to this Agreement. If this occurs, the Party responsible for shift coverage will reimburse the Party providing shift coverage as specified in the Payment Provisions, which are attached hereto as Exhibit B (Payment Provisions).

c. ACTING BATTALION CHIEFS

- i. Each Party may use acting Battalion Chiefs. East Party shall qualify acting Battalion Chiefs to fill the BC7 position as outlined below:
 - A. Minimum three (3) years as Fire Captain with a Battalion 7 agency;
 - B. Passed the Party's battalion chief promotional assessment center process;
 - C. Completion of Battalion 7 battalion chief orientation; and
 - D. Approved by the individual's Fire Chief to perform in the acting Battalion Chief capacity for that Party's agency.

d. DAILY BATTALION CHIEF OPERATIONS AND RESPONSIBILITIES

i. Morning Situation Status (Sit/Stat) and Staffing Responsibilities.

Each Party shall cause its respective staff to:

- A. Participate in a shift briefing with oncoming and off-going Battalion Chiefs or acting Battalion Chiefs via a face to face meeting or by phone call or other communication means to exchange pertinent Battalion 7 information.
- B. Complete and verify the daily Battalion 7 roster and activities sheet and provide a copy to on duty Battalion 7 Company Officers, the CCRFCC, the El Cerrito Fire Department, and Richmond Fire Department prior to 0900 each day.
- C. Confirm and verify the daily SIT/STAT report distributed by the CCRFCC.
- D. Communicate Company movement and area coverage issues with BC-64 and BC-71, as needed.
- E. Verify and make any necessary changes to PFD and RHFPD Engine Strike Team availability using the approved reporting system.

- F. Conduct Battalion 7 morning roll call (daily briefing) with all Company Officers.

- ii. **Training**

Each Party shall:

- A. Confirm and verify the Battalion 7 Training calendar. Ensure all companies are aware of the training schedule and assist with coordination and/or delivery of training as needed.
- B. Assign, coordinate, and deliver additional specific training as needed.

- iii. **Personnel Management**

Battalion Chiefs, regardless of jurisdiction, shall:

- A. Be responsible for the daily personnel management of all personnel on their assigned shift, regardless of jurisdiction.
- B. Perform annual performance evaluations of subordinate personnel in compliance with each agency's policies.
- C. Collect and process performance evaluations completed by Company Officers.
- D. Effect notices and delivery of all required admonishments or personnel actions as necessary.

12. PUBLIC INFORMATION OFFICER

At the time of this agreement, neither RHFD nor PFD employs a dedicated Public Information Officer (PIO). All significant incidents requiring information dissemination within CON jurisdiction shall be referred to the CON PIO. Significant incidents requiring information dissemination within RHFD and/or PFD jurisdiction may be referred to the CON PIO at the discretion of the Fire Chief of each respective agency. Ultimately, each party shall be responsible for providing information to the public, and news media as necessary, regarding significant incidents in their respective primary areas of responsibility.

13. INCIDENT REPORTS

a. Single Unit Response

The Company officer from the responding Party shall complete the National Fire Incident Reporting System (NFIRS) report in its entirety. The responding Party shall provide copies of the report to the jurisdictional Party upon request.

b. Multiple Unit Response

When units from multiple fire departments or agencies respond to an incident, each Party shall complete the NFIRS incident report and state the type of aid provided/received in the report. Narratives from the NFIRS reports of those Parties providing aid shall be forwarded electronically to BC 7 for review and inclusion in the NFIRS report for the Party having jurisdiction.

c. NFIRS Report Minimum Requirements

In addition to the required minimum fields and information contained in the NFIRS report software, each Party shall cause the narrative to include the following:

- Specific actions taken, including order of arrival, assignments, location, injuries, etc.
- All Company Officers shall refer to their Party's NFIRS report policies for guidance on completing incident reports

14. COMPLAINTS

a. Internal Complaint Resolution

- i. The Parties shall utilize a complaint resolution process to ensure that operations are conducted safely, efficiently, and professionally. To assist in resolving issue(s), each Party's Battalion Chief will investigate and respond back to the complainant in a timely manner on any complaints received, regardless of jurisdiction. Conversely, Battalion Chiefs will also address any operational concerns with any unit within Battalion 7.
- ii. Each Party shall make a reasonable attempt to resolve all disputes arising out of this Agreement at the lowest administrative level possible. At any time during the term of this Agreement, any Party may provide the other Parties with written notice of a dispute or issue arising out of the performance of this Agreement.

- iii. Upon receipt of the written notice, the responding Party must respond within thirty (30) calendar days in writing, stating its position and, if appropriate, a detailed action plan summarizing how the Party will address the matter.
- b. External (Public) Complaint Resolution

Each Party shall forward complaints received from the public to BC7 who shall forward the complaint through the chain of command to the Fire Chief of the Party or Parties identified in the complaint.

15. RESPONSE MAPS AND PREPLANS

- a. The Parties will provide the CCRFCC with hydrant information, new development maps and information, and street maps through electronic interface pursuant to the individual dispatch contracts between the CCRFCC and each Party.
- b. Each Party shall provide preplans, target hazard information, and specific occupancy information to the CCRFCC through an electronic interface for inclusion in the MDT system.

16. ANNUAL AGREEMENT EVALUATION

The Parties shall evaluate the effectiveness of the terms, conditions and procedures contained in this Agreement annually, or as significant changes occur. Any Party may initiate changes to this Agreement, which shall only be effective upon execution of a written amendment hereto by all Parties.

17. TERM

- a. Term of the Agreement
 - i. Term. The term of this Agreement is from the date first set forth above and shall continue in effect unless terminated as provided herein.
 - ii. Termination. Any of the Parties may terminate, without cause, this Agreement with one hundred eighty (180) days written notification to the other Parties.

18. INDEPENDENT GOVERNMENT AGENCIES

- a. Independent Agencies. CCCFPD, RHFPD and PFD are governmental agencies. Except as otherwise provided herein, nothing shall be construed to limit the discretion of the governing bodies of each party. The employees of each Party providing services under this Agreement shall remain the employees of their respective agency at all times.
- b. No preferential service. CCRFCC shall assign the resources available to it without regard to internal political boundaries, but rather based upon the operational judgment and policies of CCRFCC.

19. INSURANCE

- a. Insurance. Each Party shall, throughout the duration of this Agreement, maintain insurance (which may include for the purpose of this section, self-insurance or coverage under a self-insurance pool) to cover each of their respective interests related to their obligations under this Agreement (including coverage for their employees and agents) including:
- b. Commercial General Liability. Each Party shall have commercial general liability coverage (with coverage at least as broad as ISO form CG 00 01 01 96) in an amount not less than \$1,000,000 per occurrence for general liability, bodily injury, personal injury and property damage.
- c. Automobile Liability. Each Party shall have automobile liability coverage (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- d. Workers’ Compensation. Each Party is solely liable to provide workers’ compensation insurance coverage and pay valid claims for injuries or death to any of its officers, agents, or employees performing work, services, or functions under this Agreement, regardless of whether another Party was directly or indirectly supervising the conduct of those persons. No Party shall assume any liability under workers’ compensation laws or any other employers’ liability laws on account of any work, service, or function performed by the other Party’s officers, agents, or employees under this Agreement.

20. INDEMNIFICATION

Each Party shall indemnify, defend and hold harmless the other Parties and their officers, officials, employees, and agents (the “Indemnified Parties”) from any and all demands, losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys’ fees and costs, to the extent caused by the negligence or willful misconduct of the indemnifying Party.

21. SEVERABILITY

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT:

By: _____
Fire Chief

By: _____
Board Chair

Approved as to form
Sharon L. Anderson, County Counsel

By: _____
Eric Gelston, Deputy County Counsel

RODEO-HERCULES FIRE PROTECTION DISTRICT:

By:  _____
Fire Chief

By:  _____
Board Chair

CITY OF PINOLE FIRE DEPARTMENT:

By: _____
Fire Chief

By: _____
City Manager

Exhibit A – Battalion 7 Map

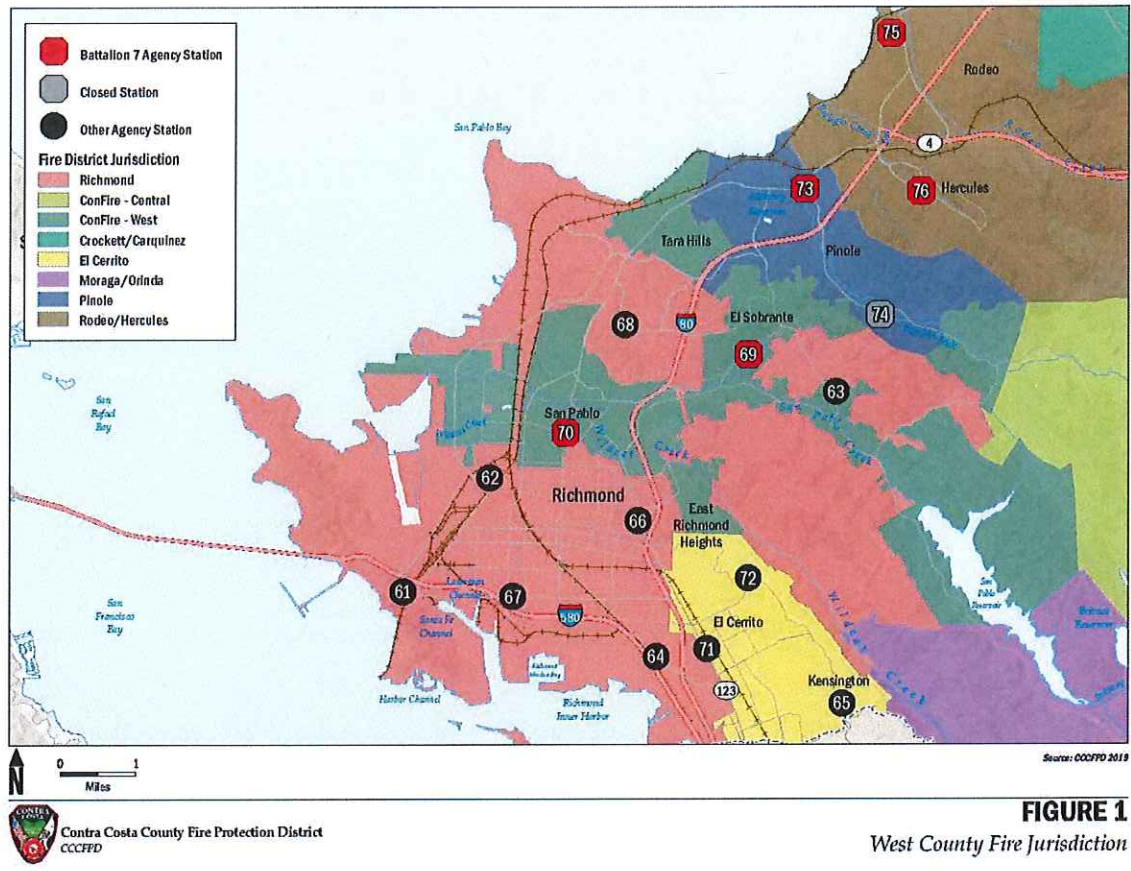


Exhibit B – Payment Provisions

As stated in Section 11(b) of the Automatic Aid Agreement for Exchange of Fire, Rescue, and Emergency Medical Services, in the event that a Party cannot provide BC7 coverage for its assigned shift, through regular staffing, shift trades, or an acting Battalion Chief, as a last resort, the responsible Party may request a Battalion Chief from one of the other Parties to this Agreement.

If this occurs, the Party responsible for shift coverage will reimburse the Party providing shift coverage for actual costs incurred. Actual costs include the hourly overtime rate paid to the Battalion Chief providing coverage multiplied by the number of hours worked (to the nearest quarter of an hour), plus statutory benefits (for example, Workers' Compensation and Medicare).

See example below:

During one quarter of the year, PFD requests 72 hours of shift coverage from CCCFPD. The CCCFPD Battalion Chief(s) called in to provide coverage for PFD has an hourly overtime rate of \$87.58. CCCFPD's current fiscal year Workers' Compensation rate is 8%. The Medicare rate is 1.45%. CCCFPD is reimbursed \$6,901.65, as follows:

Rate	Hours	S-T	Workers' Comp	Medicare	Amount Owed
\$87.58	72	\$6,305.76	\$ 504.46	\$ 91.43	\$ 6,901.65

Each Party shall keep an ongoing log with hours worked. Logs will be updated immediately after a shift is completed.

Invoicing and Payment. Within 30 days after the end of each fiscal quarter, the Party due reimbursement will invoice the Party(ies) owing reimbursement for the preceding three-month period ("Quarterly Invoice"). The Party owing reimbursement will pay Quarterly Invoices no later than thirty days after receipt. If a billing dispute arises between the Parties, the Fire Chiefs will meet to resolve the dispute.



CITY COUNCIL REPORT

10A

DATE: APRIL 21, 2020

TO: MAYOR AND COUNCIL MEMBERS

**FROM: TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR / CITY
ENGINEER**

**SUBJECT: ADOPT A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO
EXECUTE THE CALWARN MUTUAL ASSISTANCE AGREEMENT**

RECOMMENDATION

It is recommended that the City Council adopt a resolution to authorize the City Manager to execute the California Water/Wastewater Agency Response Network (CalWARN) Mutual Assistance Agreement.

BACKGROUND

CalWARN is a network of water and wastewater agencies that have voluntarily entered into a mutual aid agreement which dates back to 2007. The agreement is in accordance with the California Emergency Services Act (Government Code Section 8550 et seq.).

CalWARN was originally created to provide a forum for the development of mutual assistance agreements between water and wastewater agencies in the California Office of Emergency Services (OES) Coastal Region and then expanded to all water and wastewater agencies in the State of California.

The network of agencies has agreed to provide mutual assistance to one another in times of emergency. The CalWARN Mutual Assistance Agreement sets forth the mutual covenants and agreements to provide mutual assistance to one another in times of emergency.

REVIEW AND ANALYSIS

In the past, the City of Pinole has not signed onto this CalWARN Mutual Assistance Agreement primarily because we are so small, we wouldn't be able to offer much aid to others. COVID-19 has illustrated the need for Pinole to join this network of agencies, many of which are very large, because we may need aid.

The City of Pinole has found recruiting and retaining certified wastewater treatment plant operators to be difficult. This is a challenge for other agencies as well. For compliance, we need to have an operator certified at Grade III or higher operating the plant. We currently only have two operators with Grade III or higher certifications. We

operate the plant seven days a week. In response to COVID-19, to preserve the health of our two Grade III or higher certified operators, we have split the WPCP operating staff into two discrete shifts.

With the spread of COVID-19 in the County, if one member of one of our shifts has an exposure, then all members of that shift may be asked by Public Health officials to quarantine themselves for 14 days.

Staff has determined that it would be in the best interest of the City of Pinole to enter into this agreement, which sets forth procedures and responsibilities for the City of Pinole whenever emergency personnel, equipment, and facility assistance are provided from one agency or city to another.

FISCAL IMPACT

The agreement does not require the offer of aid, but if aid were requested and offered, the City of Pinole would be obligated to reimburse the responding agency for all costs associated with providing the requested mutual assistance.

Under a declared emergency, such costs would likely be recoverable. Executing this agreement is a key component of cost recovery.

ATTACHMENTS

- A Resolution
- B CalWARN 2007 Omnibus Mutual Assistance Agreement and Articles of Agreement

RESOLUTION NO. 2020-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE,
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AUTHORIZING THE CITY
MANAGER TO EXECUTE THE CALWARN MUTUAL ASSISTANCE AGREEMENT**

WHEREAS, the California Office of Emergency Services (OES), the Department of Water Resources, (DWR), the Department of Public Health (DPH), and the California Utilities Emergency Association (CUEA) have expressed a mutual interest in the establishment of a plan to facilitate and encourage mutual assistance agreements between water and wastewater agencies; and

WHEREAS, the California Water Agency Response Network (CalWARN) was originally created to provide a forum for the development of mutual assistance agreements between water and wastewater agencies in the OES Costal Region and then expanded to all water and wastewater agencies in the State of California; and

WHEREAS, CalWARN Mutual Assistance Agreement sets forth the mutual covenants and agreements for water and wastewater agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, State OES regulates the Standard Emergency Management System (SEMS), and the agreement is consistent with SEMS, and that it is necessary to have a mutual assistance agreement in place to support requests to FEMA for costs of using assistance during an emergency; and

WHEREAS, the agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7, of the Government Code, specifically Articles 14 and 17 of the Act; and

WHEREAS, staff has determined that it would be in the best interest of the City of Pinole to enter into this agreement; which sets forth procedures and responsibilities for the City of Pinole whenever emergency personnel, equipment, and facility assistance are provided from one agency or city to another; and

WHEREAS, the City of Pinole will not be placed in the position of unreasonably using its resources to provide such mutual assistance.

NOW THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Pinole does hereby authorize the City Manager to execute the CalWARN Mutual Assistance Agreement.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 21st day of April 2020 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 April 2020.

Heather Iopu, CMC
City Clerk

California Water/Wastewater Agency Response Network (CalWARN) 2007 Omnibus Mutual Assistance Agreement

WHEREAS, the California Office of Emergency Services (OES), the Department of Water Resources (DWR), the Department of Public Health (DPH) and the California Utilities Emergency Association (CUEA) have expressed a mutual interest in the establishment of a plan to facilitate and encourage water agency mutual assistance agreements between water agencies; and

WHEREAS, the California Water Agency Response Network (CalWARN) was originally created to provide a forum for the development of mutual assistance agreements between water agencies in the OES Coastal Region of California; and later expanded to all water and wastewater agencies in the State of California, and

WHEREAS, the CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK (CalWARN) 2007 OMNIBUS MUTUAL ASSISTANCE AGREEMENT is a continuation of the WARN 1996 OMNIBUS MUTUAL AID and 2001 OMNIBUS MUTUAL AID AGREEMENT and sets forth the mutual covenants and agreements for water and wastewater agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, State OES regulates the SEMS program, and this agreement is consistent with SEMS, and that it is necessary to have a mutual assistance agreement in place to support requests to FEMA for costs of using assistance during an emergency, and

WHEREAS, the water or wastewater agency hereto has determined that it would be in its best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the agency whenever emergency personnel, equipment and facility assistance are provided from one agency to the other; and

WHEREAS, no water or wastewater agency should be in a position of unreasonably using its own resources, facilities, or services providing such mutual assistance; and

WHEREAS, it is the intent of WARN to revise this agreement as necessary and to annually publish a list of all water and wastewater agencies participating in this agreement, as posted on www.calwarn.org; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Articles 14 and 17 (Section 8630 et seq.) of the Act.

NOW, THEREFORE, in consideration of the conditions and covenants contained therein, the

(Utility)

agrees to become a party to the CalWARN 2007 Omnibus Mutual Assistance Agreement.

Date: _____

Name: (printed) _____ (signature) _____

Title: _____

Please return an ORIGINAL signed copy of this page, plus the [information requested on](#)

[Emergency Contacts List](#) to:

Ms. Kelly Hubbard
CalWARN, Region 1, Southern Chair
Municipal Water District of Orange County
18700 Ward Street
Fountain Valley CA 92728

Send a copy to the appropriate Region Chair:

Region I, Southern Chair

Municipal Water District of Orange Co
Kelly Hubbard
18700 Ward Street
Fountain Valley, CA 92728
(714) 593-5010
khubbard@mwdoc.com

Region II, Coastal Chair

Alameda County Water District
Steven Dennis
43885 South Grimmer Boulevard
Fremont, CA 94537
(510) 668-6530
Steve.Dennis@acwd.com

Region III, Inland Chair

Bella Vista Water District
Don Groundwater
11368 East Stillwater Way
Redding, CA 96003-9510
(530) 241-1085
dgroundwater@bvwd.org

Region IV, Inland Chair

Golden State Water
John Spitler
3035 Prospect Park Drive Suite 60
Rancho Cordova, CA 95670
(916) 853-3616
jpspitler@gswater.com

Region V, Inland South Chair

Please send to the State Steering
Committee Chair

Region VI, Southern Chair

Western Municipal Water District
Tom McMillen
14205 Meridian Parkway
Riverside, CA 92518
(951) 571-7252
tmcmillen@wmwd.com

State Steering Committee Chair

Raymond Riordan
City of San Ramon
2662 Marsh Drive
San Ramon, CA 94583
(925) 830-9019
rayriordan@comcast.net

1 Health, or associations, who are members of the Regional or State Steering Committees
2 and do not officially sign the WARN agreement.

- 3
- 4 E. **Confidential Information** - Any document shared with any signatory to this Agreement that
5 is marked confidential, including but not limited to any map, report, notes, papers, opinion,
6 or e-mail which relates to the system vulnerabilities of a Member or Associate Member.
7
- 8 F. **Non-Responding Member** - A Member that does not provide assistance during a Period of
9 Assistance under the Mutual Aid and Assistance Program.
10
- 11 G. **Requesting Member** – A Member who requests assistance under the Mutual Aid and
12 Assistance Program.
13
- 14 H. **Responding Member** – A Member that responds to a request for assistance under the
15 Mutual Aid and Assistance Program.
16
- 17 I. **Period of Assistance** – A specified period of time when a Responding Member assists a
18 Requesting Member. The period commences when personnel, equipment, or supplies
19 depart from Responding Member's facility and ends when the resources return to their
20 facility (portal to portal). All protections identified in the Agreement apply during this period.
21 The specified Period of Assistance may occur during response to or recovery from an
22 Emergency.
23
- 24 J. **National Incident Management System (NIMS)** - A national, standardized approach to
25 incident management and response that sets uniform processes and procedures for
26 emergency response operations.
27
- 28 K. **Standardized Emergency Management System (SEMS)** - A standardized approach to
29 field command and jurisdictional management and response set forth by State of California
30 Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.
31
32

33 **ARTICLE III.** 34 **ADMINISTRATION** 35

36 The administration of the Water/Wastewater Agency Response Network (WARN) will be
37 through WARN Regional Steering Committees (RSC) and the WARN State Steering Committee
38 (SSC).
39

40 The WARN RSCs will be established by representatives from the Members in that region. A
41 chair and co-chair will be elected and act as administrators for that region. The chair will
42 represent the region on the WARN SSC. Each WARN RSC will sponsor an annual meeting for
43 Members, maintain a data base of all water and wastewater utilities who have signed this
44 Agreement, and meet as a committee to address concerns and procedures for requesting
45 mutual assistance in that region. The regions will be comprised of one or more of the six Office
46 of Emergency Services (OES) mutual aid regions.
47

48 The WARN SSC will include the chairs of the regional steering committees, and a
49 representative from the California Department of Public Health (CDPH), California Utilities
50 Emergency Association (CUEA), Department of Water Resources (DWR), the American Water
51 Works Association (AWWA) Emergency Planning Committee, California Rural Water

1 Association (CRWA) and California Sanitation Risk Management Authority (CSRMA). The SSC
2 will identify a Chair for the purpose of leading the SSC and act as a point of contact for the
3 WARN SSC. At a minimum, the WARN SSC will meet annually and issue a list of participating
4 utilities. The database will be maintained on the WARN website, managed by a volunteer
5 Member, as appointed by the SSC.
6
7

8 **ARTICLE IV.** 9 **PROCEDURES**

- 10
11 A. In coordination with the Regional Steering Committees, emergency management and public
12 health system of the state, the State Steering Committee shall develop operational and
13 planning procedures for the Mutual Aid and Assistance Program. These procedures shall
14 be consistent with the Standardized Emergency Management System (SEMS) and the
15 National Incident Management System (NIMS), reviewed at least annually and updated as
16 needed by the State Steering Committee.
17
18 B. Requests for emergency assistance under this Agreement shall be directed to the
19 appropriate Authorized Official(s) from the list of Members.
20
21 C. Consistent with SEMS, when more than one County is impacted by a disaster, requests for
22 mutual assistance under this Agreement may be channeled through the CUEA Utility
23 Operation Center to ensure maximum effectiveness in allocating resources to the highest
24 priority needs.
25
26

27 **ARTICLE V.** 28 **REQUESTS FOR ASSISTANCE**

29
30 In general, assistance will be in the form of resources, such as equipment, supplies, and
31 personnel. Assistance shall be given only when Responding Member determines that its own
32 needs can be met while rendering assistance. The execution of this Agreement shall not create
33 any duty to respond on the part of any party hereto. A potential Responding Member shall not
34 be held liable for failing to provide assistance. A potential Responding Member has the
35 absolute discretion to decline to provide any requested assistance.
36

- 37 A. **Member Responsibility** - Members shall identify an Authorized Official and alternates;
38 provide contact information including 24-hour access; and maintain resource information
39 made available by the utility for mutual aid and assistance response, as allowed by utility
40 policy. Such information shall be updated annually or as changes occur (whichever is
41 sooner), provided to the State Steering Committee, and uploaded into the statewide
42 database.
43
44 B. **Member Request** - In the event of an Emergency, a Member's Authorized Official may
45 request mutual aid and assistance from a participating Member. Requests for assistance
46 can be made orally or in writing. When made orally, the request for personnel, equipment,
47 and supplies shall also be prepared in writing and submitted to the participating Member as
48 soon as practicable. Requests for assistance shall be directed to the Authorized Official of
49 the participating Member. Specific protocols for requesting aid shall be provided in the
50 procedures developed under Article IV.
51

- 1 C. **Response to a Request for Assistance** – Members are not obligated to respond to a
2 request. After a Member receives a request for assistance, the Authorized Official evaluates
3 whether or not to respond, whether resources are available to respond, or if other
4 circumstances would hinder response. Following the evaluation, the Authorized
5 Representative shall inform, as soon as possible, the Requesting Member whether it will
6 respond. If the Member is willing and able to provide assistance, the Member shall inform
7 the Requesting Member about the type of available resources and the approximate arrival
8 time of such assistance.
9
- 10 D. **Discretion of Responding Member's Authorized Official** – Execution of this Agreement
11 does not create any duty to respond to a request for assistance. When a Member receives
12 a request for assistance, the Authorized Official shall have sole and absolute discretion as to
13 whether or not to respond, or the availability of resources to be used in such response. An
14 Authorized Member's decisions on the availability of resources shall be final.
15
16

17 **ARTICLE VI.**
18 **RESPONSE COORDINATION**
19

20 When providing assistance under this Agreement, the Requesting Member and Responding
21 Member shall be organized and shall function under the Standard Emergency Management
22 System and National Incident Management System protocols and procedures.
23

- 24 A. **Personnel** – Responding Member retains right to identify the employees who are willing
25 to participate and the resources that are available.
26
- 27 B. **Control** – While employees so provided may be under the supervision of the
28 Responding Member, the Responding Member's employees come under the direction
29 and control of the Requesting Member, consistent with the NIMS Incident Command
30 System to address the needs identified by the Requesting Member. The Requesting
31 Member's Authorized Official shall coordinate response activities with the designated
32 supervisor(s) of the Responding Member(s). Whenever practical, Responding
33 Member personnel must be self sufficient for up to 72 hours. The Responding Member's
34 designated supervisor(s) must keep accurate records of work performed by personnel
35 during the specified Period of Assistance.
36
- 37 C. **Food and Shelter** – When possible, the Requesting Member shall supply reasonable food
38 and shelter for Responding Member personnel. If the Requesting Member is unable to
39 provide food and shelter for Responding Member personnel, the Responding Member's
40 designated supervisor is authorized to secure the resources necessary to meet the needs of
41 its personnel. Except as provided below, the cost for such resources must not exceed the
42 State per diem rates for that area. To the extent Food and Shelter costs exceed the State
43 per diem rates for the area, the Responding Member must demonstrate that the additional
44 costs were reasonable and necessary under the circumstances. Unless otherwise agreed
45 to in writing, the Requesting Member remains responsible for reimbursing the Responding
46 Member for all reasonable and necessary costs associated with providing food and shelter,
47 if such resources are not provided.
48
- 49 D. **Communication** – The Requesting Member shall provide Responding Member personnel
50 with radio equipment as available, or radio frequency information to program existing radio,
51 in order to facilitate communications with local responders and utility personnel.

- 1
2 E. **Status** - Unless otherwise provided by law, the Responding Member's officers and
3 employees retain the same privileges, immunities, rights, duties and benefits as provided in
4 their respective jurisdictions.
5
6 F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel
7 who hold licenses, certificates, or permits evidencing professional, mechanical, or other
8 skills shall be allowed to carry out activities and tasks relevant and related to their respective
9 credentials during the specified Period of Assistance.
10
11 G. **Right to Withdraw Resources** - The Responding Member's Authorized Official retains the
12 right to withdraw some or all of its resources at any time for any reason in the Responding
13 Member's sole and absolute discretion. Notice of intention to withdraw must be
14 communicated to the Requesting Member's Authorized Official as soon as soon as is
15 practicable under the circumstances.
16
17

18 **ARTICLE VII.**
19 **COST REIMBURSEMENT**
20

21 Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member
22 shall reimburse the Responding Member for each of the following categories of costs incurred
23 while providing aid and assistance during the specified Period of Assistance.
24

- 25 A. **Personnel** – Responding Member will make such employees as are willing to
26 participate available to Requesting Member at Requesting Member's expense equal to
27 Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly
28 wage plus fringe benefits and overhead, and consistent with Responding Member's
29 collective bargaining agreements or other conditions of employment. All costs incurred
30 for work performed during the specified Period of Assistance will be included. The
31 Requesting Member shall be responsible for all direct and indirect labor costs.
32
33 B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps
34 and generators, shall be at Responding Member's current equipment rate and subject to the
35 following conditions: The Requesting Member shall reimburse the Responding Member for
36 the use of equipment during the specified Period of Assistance, including, but not limited to,
37 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and
38 loading/unloading of loaned equipment. All equipment shall be returned to the Responding
39 Member as soon as is practicable and reasonable under the circumstances.
40 (a) At the option of Responding Member, equipment may be provided with an
41 operator.
42 (b) Equipment shall be returned to Responding Member within 24 hours after receipt
43 of an oral or written request for return.
44 (c) Requesting Member shall, at its own expense, supply all fuel, lubrication and
45 maintenance for furnished equipment.
46 (d) Responding Member's cost related to the transportation, handling and
47 loading/unloading of equipment shall be chargeable to Requesting Member.
48 (e) In the event equipment is damaged while being dispatched to Requesting Member,
49 or while in the custody and use of Requesting Member, Requesting Member shall
50 reimburse Responding Member for the reasonable cost of repairing said damaged
51 equipment. If the equipment cannot be repaired, then Requesting Member shall

1 reimburse Responding Member for the cost of replacing such equipment with
2 equipment that is of at least equal capability as determined by the Responding
3 Member. If Responding Member must lease a piece of equipment while Requesting
4 Member equipment is being repaired or replaced, Requesting Member shall
5 reimburse Responding Member for such lease costs.
6

- 7 C. **Materials and Supplies** – Requesting Member shall reimburse Responding Member in
8 kind or at actual replacement cost, plus handling charges, for use of expendable or non-
9 returnable supplies. Other supplies and reusable items that are returned to Responding
10 Member in a clean, damage-free condition shall not be charged to the Requesting
11 Member and no rental fee will be charged; otherwise, they shall be treated as
12 expendable supplies. Supplies that are returned to the Responding Member with
13 damage must be treated as expendable supplies for purposes of cost reimbursement.
14
- 15 D. **Payment Period** – The Responding Member shall provide an itemized bill to the Requesting
16 Member for all expenses incurred by the Responding Member while providing assistance
17 under this Agreement. The Requesting Member shall send the itemized bill not later than
18 (90) ninety days following the end of the Period of Assistance. The Responding Member
19 may request additional periods of time within which to submit the itemized bill, and
20 Requesting Member shall not unreasonably withhold consent to such request. The
21 Requesting Member agrees to reimburse the Responding Member within 60 days from
22 receipt of an invoice for assistance provided under this Agreement. The Requesting
23 Member may request additional periods of time within which to pay the itemized bill, and
24 Responding Member shall not unreasonably withhold consent to such request, provided,
25 however, that all payment shall occur not later than one-year after the date a final itemized
26 bill is submitted to the Requesting Member.
27
- 28 E. **Records** - Each Responding Member and its duly authorized representatives shall have
29 access to a Requesting Member's books, documents, notes, reports, papers and records
30 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of
31 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member
32 and its duly authorized representatives shall have access to a Responding Member's books,
33 documents, notes, reports, papers and records which are directly pertinent to this
34 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,
35 maintenance or regulatory audit. Such records shall be maintained for at least three (3)
36 years or longer where required by law and as needed for federal reimbursement practices.
37
38

39 **ARTICLE VIII.**

40 **ARBITRATION**

41

42 If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited
43 to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the
44 dispute by negotiation, followed by mediation and finally shall be settled by arbitration in
45 accordance with the Rules of the American Arbitration Association. Judgment on the award
46 rendered by the arbitrator(s) may be entered in any court having jurisdiction.
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48

1 **ARTICLE IX.**
2 **REQUESTING MEMBER'S DUTY TO INDEMNIFY**
3

4 Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member
5 shall assume the defense of, fully indemnify and hold harmless Responding Member, its
6 Directors, Council Members, Supervisors, officers and employees, from all claims, loss,
7 damage, injury and liability of every kind, nature and description, directly or indirectly arising
8 from the Requesting Member's work hereunder, including, but not limited to, negligent or
9 wrongful use of equipment, supplies or personnel provided to Requesting Member or faulty
10 workmanship or other negligent acts, errors or omissions by Responding Member, or by
11 personnel provided to Requesting Member from the time assistance is requested and
12 rendered until the assistance is returned to Responding Member's control, portal to portal.
13

14
15 **ARTICLE X.**
16 **SIGNATORY INDEMNIFICATION**
17

18 In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature
19 arising out of the rendering of assistance through this Agreement, the parties involved in
20 rendering or receiving assistance agree to indemnify and hold harmless all Members whose
21 only involvement is the execution and approval of this Agreement, in the transaction or
22 occurrence which is the subject of such claim, action, demand or other proceeding. Such
23 indemnification shall include indemnity for all claims, demands, liability, damages and costs,
24 including reasonable attorneys' fees and other costs of defense, for injury, property damage
25 and workers compensation.
26

27
28 **ARTICLE XI.**
29 **WORKER'S COMPENSATION CLAIMS**
30

31 The Responding Member is responsible for providing worker's compensation benefits and
32 administering worker's compensation for its employees. The Requesting Member is
33 responsible for providing worker's compensation benefits and administering worker's
34 compensation for its employees.
35

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37 **ARTICLE XII.**
38 **NOTICE**
39

40 Each party hereto shall give to the others prompt and timely written notice of any claim
41 made or any suit instituted coming to its knowledge, which in any way, directly or indirectly,
42 contingently or otherwise, affects or might affect them, and each Member shall have the
43 right to participate in the defense of the same, as it considers necessary to protect its own
44 interests.
45
46

1 **ARTICLE XIII.**
2 **INSURANCE**
3

4 Members shall maintain an insurance policy or maintain a self insurance program that covers
5 activities that it may undertake by virtue of membership in the Mutual Aid and Assistance
6 Program.
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9 **ARTICLE XIV.**
10 **CONFIDENTIAL INFORMATION**
11

12 To the extent allowed by law, any Member or Associate Member shall maintain in the strictest
13 confidence and shall take all reasonable steps necessary to prevent the disclosure of any
14 Confidential Information provided to it by another Member pursuant to this Agreement. If any
15 Member, Associate Member, or third party requests or demands, by subpoena or otherwise,
16 that a Member or Associate Member disclose any Confidential Information provided to it under
17 this Agreement, the Member or Associate Member shall immediately notify the owner of the
18 Confidential Information and shall take all reasonable steps necessary to prevent the disclosure
19 of any Confidential Information by asserting all applicable rights and privileges with respect to
20 such information and shall cooperate fully in any judicial or administrative proceeding relating
21 thereto.
22

23
24 **ARTICLE XV.**
25 **EFFECTIVE DATE**
26

27 This Agreement shall take effect for a new party immediately upon its execution by said
28 party.
29

30
31 **ARTICLE XVI.**
32 **WITHDRAWAL**
33

34 Any party may terminate its participation in this Agreement by written notice to the Chair of the
35 appropriate RSC and to the SSC Chair. Withdrawal takes effect 60 days after the appropriate
36 officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting
37 Member's duty to reimburse a Responding Member for cost incurred during a Period of
38 Assistance, which duty shall survive such withdrawal.
39

40
41 **ARTICLE XVII.**
42 **MODIFICATION**
43

44 No provision of this Agreement may be modified, altered or rescinded by individual parties to the
45 Agreement. Modifications to this Agreement require a simple majority vote of Members within
46 each region and unanimous agreement among the regions. The State Steering Committee will
47 notify all parties of modifications to this Agreement in writing and those modifications shall be
48 effective upon 60 days written notice to the parties.
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**ARTICLE XVIII.
SEVERABILITY**

14 If any term or provision of this Agreement is declared by a court of competent jurisdiction to be
15 illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be
16 affected, and the rights and obligations of the parties shall be construed and enforced as if the
17 Agreement did not contain the particular term or provision held to be invalid.
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**ARTICLE XIX.
PRIOR AGREEMENTS**

32 To the extent that prior agreements among signatories to this Agreement for mutual assistance
33 are inconsistent with this Agreement, such agreements are hereby superseded. This
34 Agreement supersedes the 1996 Omnibus Mutual Aid Agreement, the WARN 1997 Omnibus
35 Mutual Aid Agreement, and the WARN 2001 Omnibus Mutual Aid and Assistance Agreement.
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**ARTICLE XX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Members and no other person or entity has rights
under this Agreement as a third party beneficiary. Assignment of benefits or delegation of
duties created by this Agreement to third parties that are not Members is prohibited and without
effect.

**ARTICLE XXI.
TORT CLAIMS**

This Agreement in no way abrogates or waives any immunity or defense available under
California law.

**ARTICLE XXII.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Members retain the right to participate in mutual aid and assistance
activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance
Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar
programs.