

**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  
MEETING AGENDA**

**TUESDAY  
MAY 5, 2020**

**VIA ZOOM TELECONFERENCE**

**6:00 P.M.**

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**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](mailto: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](http://www.ci.pinole.ca.us).

**VIDEO-STREAMED LIVE ON THE CITY'S WEBSITE,** [www.ci.pinole.ca.us](http://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](mailto: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](http://www.ci.pinole.ca.us). You may also contact the City Clerk via e-mail at [hiopu@ci.pinole.ca.us](mailto: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.

**NO CLOSED SESSION SCHEDULED**

**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.*

**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 April 7, 2020

B. Receive the April 18, 2020 – May 1, 2020 List of Warrants in the Amount of \$356,733.12 and the May 1, 2020 Payroll in the Amount of \$386,615.76

C. Resolution Confirming Continued Existence Of Local Emergency [Action: Adopt Resolution per Staff Recommendation (Casher)]

D. Approving A Side Letter To The Memorandum Of Understanding Between The City Of Pinole And IAFF Local 1230 To Extend The Term And Implement A Salary Increase [Action: Adopt Resolution per Staff Recommendation (A. Murray)]

**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.*

- A. Adopt Resolution Declaring Intent for the Levy and Collection of Annual Assessments for the Pinole Valley Road Landscape and Lighting Assessment District for FY 2020/2021, Setting the Date of the Public Hearing, and Approving the Annual Engineer's Report [Action: Adopt Resolution per Staff Recommendation (T. Miller)]

**9. OLD BUSINESS**

- A. Report From Pinole Branch Library On Fiscal Year (FY) 2019/20 Utilization [Action: Receive and File Report (A. Murray)]

**10. NEW BUSINESS**

**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 19, 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 30, 2020 at 4:00 P.M.**

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**Heather Iopu, CMC**  
**City Clerk**

**CITY COUNCIL MEETING  
MINUTES  
April 7, 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 **5:38** 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 April 2, 2020 at 4:00 p.m. All legally required notice was provided. City Clerk Iopu announced change to the attendees of the Closed Session with City Manager Murray and Greg Ramirez as the Agency designated representatives. Announced that public comments would be received by email to the City Clerk during the meeting.

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



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

C. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

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

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

Mayor Swearingen reconvened the meeting at 7:24 p.m. and announced that there was no reportable action. Announced that Closed Session Items B & C of the Closed Session have been continued to the next meeting.

Mayor Swearingen gave his report to the public with information regarding the Covid-19 health crisis and encouragement to the public to stay safe and contact the City for assistance with questions and concerns.

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 submitted written comments that were read aloud and will be filed with the agenda packet for this meeting: **David Kurrent, Ivette Ricco, Rafael Menis, “James and Citizens for a Better Pinole”**

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.*

The following speaker submitted written comments on Item 7D & 7E that were read aloud and will be filed with the agenda packet record for this meeting: **Rafael Menis**

- A. Approve the Minutes of February 25, 2020
- B. Receive the February 29, 2020 – March 13, 2020 List of Warrants in the Amount of \$488,193.18; the March 14, 2020 – April 3, 2020 List of Warrants in the Amount of \$238,142.06; the March 6, 2020 Payroll in the Amount of \$434,213.29; the March 20, 2020 Payroll in the Amount of \$403,041.51; and the April 3, 2020 Payroll in the Amount of \$408,503.14.
- C. Approving The Pinole Salary Schedule For All Represented And Unrepresented Employee Classifications In Conformance With California Code Of Regulations, Title 2, Section 570.5 [**Action: Adopt Resolution per Staff Recommendation (De La Rosa)**]
- D. Revised Five-Year Forecast [**Action: Receive and File Report (A. Miller)**]
- E. Housing Successor Annual Report For Fiscal Year 2018-19 [**Action: Receive and File Report (De La Rosa)**]
- F. Adopt A Resolution Accepting The Fernandez Park Restroom Building Replacement Project As Complete And Ratifying The Filing Of A Notice Of Completion [**Action: Adopt Resolution per Staff Recommendation (T. Miller)**]
- G. Adopt A Resolution Initiating Proceedings For The Annual Levy Of Assessments And Ordering The Preparation Of The Annual Engineer's Report For The Pinole Valley Road Landscape And Lighting Assessment District For Fiscal Year 2020/2021 [**Action: Adopt Resolution per Staff Recommendation (T. Miller)**]
- H. Adopt A Resolution To Adopt A List Of Projects For Fiscal Year 2020/21 Funded By SB 1: The Road Repair And Accountability Act Of 2017 [**Action: Adopt Resolution per Staff Recommendation (T. Miller)**]

**ACTION: Motion by Council Members Tave/Martinez-Rubin to approve Consent Calendar Items A-H**

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

Item 71 was pulled by Council member Salimi for a separate vote:

- I. Adopt A Resolution Accepting The Pinole-Hercules Water Pollution Control Plant Upgrade Project As Complete And Directing The Filing Of A Notice Of Completion  
[Action: Adopt Resolution per Staff Recommendation (T. Miller)]

**ACTION: Motion by Council Members Murray/Martinez-Rubin to approve Consent Calendar Item 71**

<b>Vote:</b>	<b>Passed</b>	<b>4-0</b>
	<b>Ayes:</b>	<b>Swearingen, Martinez-Rubin, Murray, Tave</b>
	<b>Noes:</b>	<b>None</b>
	<b>Abstain:</b>	<b>Salimi</b>
	<b>Absent:</b>	<b>None</b>

## **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**

- A. Fourth Of July Fireworks Show [Action: Discuss and Provide Direction (De La Rosa)]

Assistant City Manager De La Rosa presented a report with background information on the item.

The following speakers submitted written comments that were read aloud and will be filed with the agenda packet for this meeting: **“Jim, Neighbors and Friends”**

Council members made comments.

**ACTION: Motion by Council Members Tave/Swearingen to continue the discussion of Fireworks to February 2021**

<b>Vote:</b>	<b>Failed</b>	<b>1-4</b>
	<b>Ayes:</b>	<b>Tave</b>
	<b>Noes:</b>	<b>Swearingen, Martinez-Rubin, Murray, Salimi</b>
	<b>Abstain:</b>	<b>None</b>
	<b>Absent:</b>	<b>None</b>

No action taken and item moved off calendar.

## **10. NEW BUSINESS**

- A. Adopt An Urgency Ordinance Enacting A Temporary Moratorium On Evictions

Due To Nonpayment Of Rent For Residential And Commercial Tenants Where The Failure To Pay Rent Is From Income Loss Resulting From The Novel Covid-19) **[Action: Adopt Urgency Ordinance per Staff Recommendation (Casher)]**

City Attorney Casher presented report and background information on the item.

The following speakers submitted written comments that were read aloud and will be filed with the agenda packet for this meeting: **Rafael Menis, Rhovy Lyn Antonio**

Council members made comments and asked questions of staff.

Staff responded to questions.

**ACTION: Motion by council members Martinez-Rubin/Tave adopt an urgency ordinance enacting a temporary moratorium on evictions due to nonpayment of rent for residential and commercial tenants where the failure to pay rent is from income loss resulting from the novel Covid-19, with the amendment to change the time period to 120 days**

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

## **11. REPORTS & COMMUNICATIONS**

- A. Mayor Report
  - 1. Announcements
- B. Mayoral & Council Appointments
- C. City Council Committee Reports & Communications

Mayor Pro Tem provided an update on WestCat service and how they are addressing the decrease in ridership amidst the Covid-19 crisis.

Council member Tave also commented on the WestCat service adjustments and stated that the website is a good source of information as the administrative offices are closed and staffing is limited at this time.

Council member Murray provided updates from RecycleMore and the current status of various recycling and disposal services in the County.

Council member Salimi announced recent local statistics of the COVID-19 crisis. Thanked the public to adhering to the shelter in place orders and that it is helping to slow the spread.

Council member Tave recognized the people who have tested positive for the virus and expressed well wishes to them.

Mayor Pro Tem Martinez-Rubin announced that it is important to take care of your mental health during the COVID-19 crisis. Asked the public to complete the Census 2020 survey. Thanked the public for their information requests and stated that she will continue to work on responses. Asked the public to not overfill recycle bins to aid the pickup process and keep streets clean.

**D. Council Requests For Future Agenda Items**

Council member Murray requested a status report on the street repair equipment and when work will be performed,

Council Member Murray requested a discussion item regarding issue with lighting and landscaping assessment district. Consensus given.

**A. City Manager Report / Department Staff**

Andrew Murray expressed well wishes to the community and reported that the City is available to help residents with questions and concerns.

**B. City Attorney Report**

No report.

**12. ADJOURNMENT** to the Regular City Council Meeting of April 21, 2020 In Remembrance of Amber Swartz.

Mayor Swearingen made comments honoring Bob Campbell a local public servant who recently passed away.

At 8:55 p.m., Mayor Swearingen adjourned to the Regular City Council Meeting of April 21, 2020 In Remembrance of Amber Swartz and Bob Campbell.

**Submitted by:**



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**Heather Iopu, CMC**  
**City Clerk**

**Approved by City Council:**



City of Pinole, CA

## WARRANT LISTING

By Vendor Name

Payment Dates 04/18/2020 - 05/01/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
<b>Vendor: 4LE00 - 4LEAF, INC.</b>					
J1909-02E	93852	05/01/2020	212-20330	MAKING WAVES DEC 1-31 19	720.00
J1909A20	93852	05/01/2020	100-465-42101	ON CALL BUILDING SERVICES DEC 1-31 19	9,732.50
J1909A20	93852	05/01/2020	212-461-42101	ON CALL BUILDING SERVICES DEC 1-31 19	990.00
J3681Q	93852	05/01/2020	100-231-42101	FIRE INSPECTIONS MARCH 1-31 20	15,330.00
<b>Vendor 4LE00 - 4LEAF, INC. Total:</b>					<b>26,772.50</b>
<b>Vendor: AIR10 - AIRGAS USA, LLC</b>					
9969951815	93770	04/24/2020	100-343-42108	RENT CYL MED LARG AIR- PW	76.57
<b>Vendor AIR10 - AIRGAS USA, LLC Total:</b>					<b>76.57</b>
<b>Vendor: ALH01 - ALHAMBRA &amp; SIERRA SPRINGS</b>					
19593757 041620	93771	04/24/2020	100-222-42201	DRINKING WATER FOR POLICE	181.64
5025519 040620	93853	05/01/2020	500-641-42201	DRINKING WATER FOR WASTE WATER	118.35
5025531 040620	93771	04/24/2020	100-343-42108	DRINKING WATER FOR CORP YARD	194.32
<b>Vendor ALH01 - ALHAMBRA &amp; SIERRA SPRINGS Total:</b>					<b>494.31</b>
<b>Vendor: 1896 - ANN MORIARTY</b>					
42920	93854	05/01/2020	212-461-42302	REIMBURSEMENT FOR PLANNING ACADEMY EXPENSES	75.52
42920	93854	05/01/2020	212-461-42303	REIMBURSEMENT FOR PLANNING ACADEMY EXPENSES	24.37
<b>Vendor 1896 - ANN MORIARTY Total:</b>					<b>99.89</b>
<b>Vendor: ARA01 - ARAMARK UNIFORM SERVICES</b>					
704758584	93772	04/24/2020	100-221-44410	SAFETY CLOTHING- PD	4.51
704819903	93772	04/24/2020	209-552-43804	KITCHEN SUPPLIES- SC	222.37
704819904	93772	04/24/2020	100-343-44410	SAFETY CLOTHING- PW	269.93
704819907	93772	04/24/2020	100-221-44410	SAFETY CLOTHING- PD	4.51
704830133	93772	04/24/2020	209-552-43804	KITCHEN SUPPLIES- SC	189.77
704830134	93772	04/24/2020	100-343-44410	SAFETY CLOTHING- PW	269.93
704830138	93772	04/24/2020	100-221-44410	SAFETY CLOTHING- PD	4.51
704840312	93772	04/24/2020	209-552-43804	KITCHEN SUPPLIES- SC	189.77
704840313	93772	04/24/2020	100-343-44410	SAFETY CLOTHING- PW	269.93
704840316	93772	04/24/2020	100-221-44410	SAFETY CLOTHING- PD	4.51
704850518	93772	04/24/2020	100-343-44410	SAFETY CLOTHING- PW	269.93
704850522	93772	04/24/2020	100-221-44410	SAFETY CLOTHING- PD	4.51
704860454	93772	04/24/2020	100-343-44410	SAFETY CLOTHING- PW	338.06
704860457	93772	04/24/2020	100-221-44410	SAFETY CLOTHING- PD	4.51
704869388	93772	04/24/2020	100-221-44410	SAFETY CLOTHING- PD	4.51
MARCH 31 20-3900	93772	04/24/2020	100-231-44410	MONTHLY STATEMENT- FIRE	229.72
MARCH 31 20-4714	93772	04/24/2020	100-343-44410	MONTHLY STATEMENT-VEHICLE MAINTENANCE	66.35
MARCH 31 20-4719	93772	04/24/2020	500-641-44410	MONTHLY STATEMENT- WPCP	1,524.80
<b>Vendor ARA01 - ARAMARK UNIFORM SERVICES Total:</b>					<b>3,872.13</b>
<b>Vendor: ATT01 - AT&amp;T</b>					
000014550395	93775	04/24/2020	525-118-43101	7193BAN CABLE SERVICES 3/01- 3/31/20- IT	209.30
000014580680	93775	04/24/2020	525-118-43101	1099BAN CABLE SERVICES 3/10- 4/09/20- IT	2,060.16

## WARRANT LISTING

Payment Dates: 04/18/2020 - 05/01/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
000014584138	93775	04/24/2020	525-118-43101	9347BAN CABLE SERVICES 3/11-4/10/20- IT	662.66
000014584144	93775	04/24/2020	525-118-43101	9349BAN CABLE SERVICES 3/11-4/10/20- IT	813.56
000014584145	93775	04/24/2020	525-118-43101	9346BAN CABLE SERVICES 3/11-4/10/20- IT	1,527.11
000014584146	93775	04/24/2020	525-118-43101	9348BAN CABLE SERVICES 3/11-4/10/20- IT	720.45
000014584147	93775	04/24/2020	525-118-43101	9351BAN CABLE SERVICES 3/11-4/10/20- IT	218.20
000014584149	93775	04/24/2020	525-118-43101	9345BAN CABLE SERVICES 3/11-4/10/20- IT	156.75
000014584672	93775	04/24/2020	525-118-43101	9017BAN CABLE SERVICES 3/11-4/10/20- IT	208.77
MARCH 24 20-5000	93774	04/24/2020	525-118-43101	DSL INTERNET 3/25-4/24/20	110.90
				Vendor ATT01 - AT&T Total:	6,687.86
Vendor: BAY04 - BAY AREA BARRICADE SVC.					
0011585	93776	04/24/2020	200-342-42514	PARTS/TOOLS- PW	3,144.00
				Vendor BAY04 - BAY AREA BARRICADE SVC. Total:	3,144.00
Vendor: ESP01 - BELINDA ESPINOSA					
MAY 2020	93777	04/24/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	92.93
				Vendor ESP01 - BELINDA ESPINOSA Total:	92.93
Vendor: BLU03 - BLUE LAGOON POOL SERVICE					
15187	93778	04/24/2020	209-557-42108	WINTER POOL SERVICE- SC	220.00
				Vendor BLU03 - BLUE LAGOON POOL SERVICE Total:	220.00
Vendor: LOW01 - BRIAN LOWRY					
MAY 2020	93779	04/24/2020	100-117-41101	RETIREEE MEDICAL REIMBURSEMENT	1.49
				Vendor LOW01 - BRIAN LOWRY Total:	1.49
Vendor: CAL97 - CALIFORNIA BUILDING STANDARDS COMMISSION					
42920	93855	05/01/2020	212-462-34211	BLDG STDS ADM SPECIAL REVOLV FUND JAN -MARCH 31 20	156.60
				Vendor CAL97 - CALIFORNIA BUILDING STANDARDS COMMISSION Total:	156.60
Vendor: CAL01 - CALTEST ANALYTICAL LAB					
609361	93780	04/24/2020	500-641-44305	LAB SUPPLIES- TP	2,948.15
609737	93856	05/01/2020	500-641-44305	LAB SUPPLIES- TP	2,052.95
				Vendor CAL01 - CALTEST ANALYTICAL LAB Total:	5,001.10
Vendor: CCP03 - CCP INDUSTRIES					
IN02481248	93781	04/24/2020	500-642-44410	LAB SUPPLIES- TP	415.70
IN02508746	93781	04/24/2020	100-343-44410	LAB SUPPLIES- TP	289.41
IN02508747	93857	05/01/2020	500-641-42107	SUPPLIES- TP	289.41
IN02512851	93781	04/24/2020	500-642-44410	LAB SUPPLIES- TP	597.15
IN02514708	93857	05/01/2020	500-641-42107	SUPPLIES- TP	84.34
				Vendor CCP03 - CCP INDUSTRIES Total:	1,676.01
Vendor: CIT08 - CITY MECHANICAL, INC					
63674	93782	04/24/2020	209-552-42108	MAINTENANCE- SENIOR CENTER	899.66
63675	93782	04/24/2020	100-343-42108	MAINTENANCE- POST OFFICE	490.27
63928	93858	05/01/2020	209-552-42108	MAINTENANCE- SC	785.00
				Vendor CIT08 - CITY MECHANICAL, INC Total:	2,174.93
Vendor: CON16 - CITY OF CONCORD					
83669	93783	04/24/2020	100-221-42201	PRINTING SERVICES- PD	110.48
				Vendor CON16 - CITY OF CONCORD Total:	110.48
Vendor: COM20 - COMCAST					
APRIL 09 20-3131	93859	05/01/2020	100-231-43105	BUSINESS CABLE 4/14-5/13/20- FIRE	5.33

## WARRANT LISTING

Payment Dates: 04/18/2020 - 05/01/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
APRIL 14 20-0875	93859	05/01/2020	100-117-43105	BUSINESS CABLE 4/19-5/18/20-FINANCE	29.88
APRIL 14 20-8658	93859	05/01/2020	100-231-43105	BUSINESS CABLE 4/19-5/18/20-FIRE	59.17
APRIL 16 20-0511	93859	05/01/2020	100-222-42514	COMCAST BUSINESS 4/21-5/20/20- PD	176.20
Vendor COM20 - COMCAST Total:					270.58
Vendor: CON93 - CONCORD UNIFORMS LLC					
16739	93784	04/24/2020	722-20431	SAFETY CLOTHING- PD	60.79
16748	93784	04/24/2020	722-20431	SAFETY CLOTHING- PD	247.62
Vendor CON93 - CONCORD UNIFORMS LLC Total:					308.41
Vendor: CON79 - CONTRA COSTA COUNTY, SHERIFF-CORONER					
12320	93860	05/01/2020	525-118-42105	CAL-ID USER'S BILLING INVOICE FY 19/20	21,757.00
Vendor CON79 - CONTRA COSTA COUNTY, SHERIFF-CORONER Total:					21,757.00
Vendor: COP03 - COPWARE, INC.					
85085	93861	05/01/2020	100-222-42101	CA PEACE OFFICERS LEGAL SOURCEBOOK- PD	840.00
Vendor COP03 - COPWARE, INC. Total:					840.00
Vendor: COR12 - CORELOGIC SOLUTIONS LLC					
82017047	93785	04/24/2020	525-118-42510	REALQUEST FOR MARCH 20	662.41
Vendor COR12 - CORELOGIC SOLUTIONS LLC Total:					662.41
Vendor: CSG01 - CSG CONSULTANTS INC.					
28543	93862	05/01/2020	212-462-42101	IN HOUSE BUILDING SERVICES 1/01-11/29/19	15,295.00
30226	93862	05/01/2020	212-462-42101	IN HOUSE BUILDING SERVICES THROUGHT 3/27/20	6,460.00
Vendor CSG01 - CSG CONSULTANTS INC. Total:					21,755.00
Vendor: DAH01 - DAHL-BECK ELECTRIC					
RI20-0274	93863	05/01/2020	500-641-42107	LABOR/MATERIALS/EQUIPMENT - TP	381.12
Vendor DAH01 - DAHL-BECK ELECTRIC Total:					381.12
Vendor: COO13 - DANA COOK					
MAY 2020	93786	04/24/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	353.28
Vendor COO13 - DANA COOK Total:					353.28
Vendor: HUG01 - DANNY HUGHES					
MAY 2020	93787	04/24/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	0.48
Vendor HUG01 - DANNY HUGHES Total:					0.48
Vendor: DAS02 - DASH MEDICAL GLOVES, INC.					
INV1195578	93864	05/01/2020	100-222-42514	EXAM GLOVES- PD	196.38
Vendor DAS02 - DASH MEDICAL GLOVES, INC. Total:					196.38
Vendor: BRO19 - DENISE BROWN					
3320	93788	04/24/2020	209-20015	GIFT SHOP SENIOR CENTER	20.00
Vendor BRO19 - DENISE BROWN Total:					20.00
Vendor: DEP03 - DEPARTMENT OF TRANSPORTATION					
SL200679	93789	04/24/2020	310-347-42101	SIGNAL AND LIGHTING JAN-MARCH 20	1,439.87
SL200679	93789	04/24/2020	310-348-42101	SIGNAL AND LIGHTING JAN-MARCH 20	5,121.95
Vendor DEP03 - DEPARTMENT OF TRANSPORTATION Total:					6,561.82
Vendor: 1889 - DIANNE MCADOO					
41720	93790	04/24/2020	209-20309	REFUND YCRENTAL 6/13/20 CANCELLED SHELTER IN PLACE	250.00
41720	93790	04/24/2020	209-554-38112	REFUND YCRENTAL 6/13/20 CANCELLED SHELTER IN PLACE	50.00
Vendor 1889 - DIANNE MCADOO Total:					300.00



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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
<b>Vendor: 1443 - DIESEL DIRECT WEST, INC.</b>					
83450685	93791	04/24/2020	100-10602	DIESEL FOR FIRE STATION	205.76
83478420	93791	04/24/2020	100-10602	DIESEL FOR FIRE STATION	684.96
83529521	93865	05/01/2020	100-10602	DIESEL FOR FIRE STATION	230.60
83538059	93791	04/24/2020	500-10601	GASOLINE FOR CORP YARD	920.72
83554281	93865	05/01/2020	100-10601	GASOLINE FOR CORP YARD	870.32
<b>Vendor 1443 - DIESEL DIRECT WEST, INC. Total:</b>					<b>2,912.36</b>
<b>Vendor: DIV06 - DIVISION OF THE STATE ARCHITECT</b>					
42320	93866	05/01/2020	212-462-31510	JAN- MARCH 20 STATE MANDATED FEES IMPOSED ON BL'S	0.30
42320	93866	05/01/2020	226-000-34223	JAN- MARCH 20 STATE MANDATED FEES IMPOSED ON BL'S	314.40
<b>Vendor DIV06 - DIVISION OF THE STATE ARCHITECT Total:</b>					<b>314.70</b>
<b>Vendor: DIT03 - DONNA DITO</b>					
3320	93792	04/24/2020	209-20015	GIFT SHOP SENIOR CENTER	24.00
<b>Vendor DIT03 - DONNA DITO Total:</b>					<b>24.00</b>
<b>Vendor: 1893 - DP TRADING</b>					
0420078	93867	05/01/2020	100-112-42514	LABEL PINS- CITY CLERK	467.50
<b>Vendor 1893 - DP TRADING Total:</b>					<b>467.50</b>
<b>Vendor: EBM01 - EBMUD</b>					
20576-40820	93793	04/24/2020	100-345-43102	2948 VON DOOLEN CT- IRRIGATION USE ONLY	52.46
32364-42020	93868	05/01/2020	100-345-43102	1267 ADOBE RD-HAZEL DOWNER-THORNTON PICNIC GROVE	96.13
32606-42020	93868	05/01/2020	100-345-43102	1270 ADOBE RD-CARETAKER'S SHED FOR PINOLE PARK	100.46
34462-42020	93868	05/01/2020	100-345-43102	3450 SAVAGE AVE-IRRIGATION USE ONLY	52.46
35748-42020	93868	05/01/2020	209-553-43102	2454 SIMAS AVE-TINY TOTS	9.33
35748-42020	93868	05/01/2020	209-557-43102	2454 SIMAS AVE-TINY TOTS	301.66
54181-42020	93868	05/01/2020	100-231-43102	3790 PINOLE VALLEY RD-FIRE STATION	74.98
54182-42020	93868	05/01/2020	100-231-43102	3790 PINOLE VALLEY RD-FIRE STATION	272.32
87765-42020	93868	05/01/2020	100-345-43102	2520 APPIAN WAY-IRRIGATION USE ONLY	226.54
88506-42020	93868	05/01/2020	100-345-43102	1470 FITZGERALD DR- IRRIGATION USE ONLY	146.22
<b>Vendor EBM01 - EBMUD Total:</b>					<b>1,332.56</b>
<b>Vendor: 1778 - E-COLT SYSTEMS INC</b>					
42420	93869	05/01/2020	209-554-36402	INSTRUCTOR PAYMENT FOR ROBOTIC ENRICHMENT CLASSES	480.00
42420-02	93869	05/01/2020	209-554-36402	INSTRUCTORS PAYMENT FOR CLASSES	120.00
<b>Vendor 1778 - E-COLT SYSTEMS INC Total:</b>					<b>600.00</b>
<b>Vendor: ELE01 - ELECTRONIC INNOVATIONS, INC.</b>					
11306	93794	04/24/2020	500-641-42107	SERVICE CHARGE- TP	445.00
11362	93870	05/01/2020	500-641-42108	SERVICE CHARGES- TP	310.00
11363	93870	05/01/2020	100-222-42108	SERVICE CHARGES- PD	220.00
11394	93870	05/01/2020	500-641-42108	SERVICE CHARGES- TP	265.00
<b>Vendor ELE01 - ELECTRONIC INNOVATIONS, INC. Total:</b>					<b>1,240.00</b>
<b>Vendor: 1141 - EMILIE WILLIAMS</b>					
3320	93795	04/24/2020	209-20015	GIFT SHOP SENIOR CENTER	60.00
41420	93795	04/24/2020	209-20015	GIFT SHOP SENIOR CENTER	40.50
<b>Vendor 1141 - EMILIE WILLIAMS Total:</b>					<b>100.50</b>

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<b>Vendor: VAL06 - ERIKS NORTH AMERICA, INC &amp; Advanced Sealing Information</b>					
FA024487	93796	04/24/2020	500-642-42107	PARTS/SUPPLIES- TP	998.27
<b>Vendor VAL06 - ERIKS NORTH AMERICA, INC &amp; Advanced Sealing Information Total:</b>					<b>998.27</b>
<b>Vendor: FAR01 - FARMER BROS. COFFEE</b>					
69937673	93797	04/24/2020	209-552-43804	COFFEE GROUNDS LUNCH PROGRAM- SC	528.33
<b>Vendor FAR01 - FARMER BROS. COFFEE Total:</b>					<b>528.33</b>
<b>Vendor: FED01 - FEDEX</b>					
6-988-55175	93798	04/24/2020	100-117-42203	FEDEX SERVICES	10.53
<b>Vendor FED01 - FEDEX Total:</b>					<b>10.53</b>
<b>Vendor: FIS01 - FISHER SCIENTIFIC</b>					
5002020	93799	04/24/2020	500-641-44305	SUPPLIES- TP	122.63
5236843	93799	04/24/2020	500-641-44305	SUPPLIES- TP	124.61
<b>Vendor FIS01 - FISHER SCIENTIFIC Total:</b>					<b>247.24</b>
<b>Vendor: FLA09 - FLAGTIME, USA</b>					
1340	93871	05/01/2020	100-343-42108	OUTDOOR FLAGS- PW	360.85
<b>Vendor FLA09 - FLAGTIME, USA Total:</b>					<b>360.85</b>
<b>Vendor: GAT07 - GATEWAY PINOLE VISTA, LLC</b>					
MAY 2020	93800	04/24/2020	201-343-42513	1340 FITZGERALD DRIVE LEASE PAYMENT	100.00
<b>Vendor GAT07 - GATEWAY PINOLE VISTA, LLC Total:</b>					<b>100.00</b>
<b>Vendor: 1892 - GEORGINA FARIAS</b>					
42720	93872	05/01/2020	209-20308	RENTAL 5/23/20 CANCELLED DUE TO SHELTER IN PLACE	750.00
42720	93872	05/01/2020	209-552-38112	RENTAL 5/23/20 CANCELLED DUE TO SHELTER IN PLACE	1,125.00
<b>Vendor 1892 - GEORGINA FARIAS Total:</b>					<b>1,875.00</b>
<b>Vendor: 1191 - GERALDINE A. PORTER</b>					
3320	93801	04/24/2020	209-20015	GIFT SHOP SENIOR CENTER	6.00
<b>Vendor 1191 - GERALDINE A. PORTER Total:</b>					<b>6.00</b>
<b>Vendor: ELB00 - GLORIA ELBERFELD</b>					
3320	93802	04/24/2020	209-20015	GIFT SHOP SENIOR CENTER	11.00
<b>Vendor ELB00 - GLORIA ELBERFELD Total:</b>					<b>11.00</b>
<b>Vendor: GRA03 - GRAINGER</b>					
9471449307	93803	04/24/2020	500-641-42107	SUPPLIES- TP	113.32
9492924320	93873	05/01/2020	500-641-42107	SUPPLIES- TP	39.17
<b>Vendor GRA03 - GRAINGER Total:</b>					<b>152.49</b>
<b>Vendor: HAC01 - HACH COMPANY</b>					
11879199	93874	05/01/2020	500-641-44305	LAB SUPPLIES- TP	999.13
<b>Vendor HAC01 - HACH COMPANY Total:</b>					<b>999.13</b>
<b>Vendor: HDL01 - HDL COREN AND CONE</b>					
0027806-IN	93875	05/01/2020	750-463-42101	CONTRACT SERVICES PROPERTY TAX APRIL - JUNE 2020	2,125.00
<b>Vendor HDL01 - HDL COREN AND CONE Total:</b>					<b>2,125.00</b>
<b>Vendor: HOM01 - HOME DEPOT CREDIT SERVICE</b>					
APRIL 20 20	93876	05/01/2020	100-343-42108	MONTHLY STMT FULL PAYMENT	72.71
APRIL 20 20	93876	05/01/2020	209-554-42108	MONTHLY STMT FULL PAYMENT	69.24
APRIL 20 20	93876	05/01/2020	209-557-42108	MONTHLY STMT FULL PAYMENT	3.57
APRIL 20 20	93876	05/01/2020	500-641-42107	MONTHLY STMT FULL PAYMENT	126.48
APRIL 20 20	93876	05/01/2020	500-642-42514	MONTHLY STMT FULL PAYMENT	48.84
MARCH 20 20	93804	04/24/2020	100-222-42108	MONTHLY STMT FULL PAYMENT	718.24

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
MARCH 20 20	93804	04/24/2020	100-343-42108	MONTHLY STMT FULL PAYMENT	156.69
MARCH 20 20	93804	04/24/2020	100-343-44410	MONTHLY STMT FULL PAYMENT	16.28
MARCH 20 20	93804	04/24/2020	100-345-42108	MONTHLY STMT FULL PAYMENT	123.61
MARCH 20 20	93804	04/24/2020	207-344-42514	MONTHLY STMT FULL PAYMENT	137.56
MARCH 20 20	93804	04/24/2020	209-553-42108	MONTHLY STMT FULL PAYMENT	26.12
MARCH 20 20	93804	04/24/2020	209-557-42108	MONTHLY STMT FULL PAYMENT	68.12
MARCH 20 20	93804	04/24/2020	275-345-47203	MONTHLY STMT FULL PAYMENT	28.21
MARCH 20 20	93804	04/24/2020	500-641-42107	MONTHLY STMT FULL PAYMENT	394.31
Vendor HOM01 - HOME DEPOT CREDIT SERVICE Total:					1,989.98
Vendor: 1812 - IE, INC.					
42820	93877	05/01/2020	212-461-34113	REFUND OF PERMITTING FEES-CUSTOMER CANCELLED CONT	86.04
42820	93877	05/01/2020	212-462-33210	REFUND OF PERMITTING FEES-CUSTOMER CANCELLED CONT	409.53
Vendor 1812 - IE, INC. Total:					495.57
Vendor: 1368 - INTERACTIVE RESOURCES, INC.					
181880	93878	05/01/2020	100-117-42101	FARIA HOUSE MARCH 20	230.00
Vendor 1368 - INTERACTIVE RESOURCES, INC. Total:					230.00
Vendor: SMI23 - IRINA SMIRNOVA					
2720	93805	04/24/2020	209-20015	GIFT SHOP SENIOR CENTER	7.00
3320	93805	04/24/2020	209-20015	GIFT SHOP SENIOR CENTER	20.00
41420	93805	04/24/2020	209-20015	GIFT SHOP SENIOR CENTER	24.00
Vendor SMI23 - IRINA SMIRNOVA Total:					51.00
Vendor: CUL03 - ISING'S CULLIGAN-LIVERMORE					
379X03376006	93806	04/24/2020	500-641-44305	DEIONIZATIN SERVICE CHARGE-TP	442.55
Vendor CUL03 - ISING'S CULLIGAN-LIVERMORE Total:					442.55
Vendor: JWE01 - J. W. ENTERPRISES - NORTH					
222849	93879	05/01/2020	100-117-42514	PORTABLE TOILET RENTAL	137.70
Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:					137.70
Vendor: MEL05 - JAMES MELVIN					
MAY 2020	93807	04/24/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	138.60
Vendor MEL05 - JAMES MELVIN Total:					138.60
Vendor: PAR01 - JAMES PARROTT					
MAY 2020	93808	04/24/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	0.24
Vendor PAR01 - JAMES PARROTT Total:					0.24
Vendor: JAN92 - JAN-PRO OF THE GREATER BAY AREA					
96191	93880	05/01/2020	209-554-42108	JANITORIAL SEVICES MARCH 20-635 TENNENT AVE	248.77
96192	93880	05/01/2020	209-552-42108	JANITORIAL SERVICES MARCH 20- SC	230.46
96193	93880	05/01/2020	209-552-42108	JANITORIAL SERVICES MARCH 20- SC	218.08
Vendor JAN92 - JAN-PRO OF THE GREATER BAY AREA Total:					697.31
Vendor: 1868 - JIMMY EBY					
42420	93809	04/24/2020	209-554-36402	REFUND CLASSES CANCELLED DUE TO SHELTER IN PLACE	177.00
Vendor 1868 - JIMMY EBY Total:					177.00

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Payment Dates: 04/18/2020 - 05/01/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
<b>Vendor: HAR29 - JOHN HARDESTER</b>					
MAY 2020	93810	04/24/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	0.48
<b>Vendor HAR29 - JOHN HARDESTER Total:</b>					<b>0.48</b>
<b>Vendor: MIS01 - JULIAN MISRA</b>					
MAY 2020	93811	04/24/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	376.00
<b>Vendor MIS01 - JULIAN MISRA Total:</b>					<b>376.00</b>
<b>Vendor: KEL09 - KELLER CANYON LANDFILL</b>					
4212-000029066	93881	05/01/2020	500-641-44302	SLUDGE TO LANDFILL	5,844.97
4212-000029095	93812	04/24/2020	500-641-44302	SLUDGE TO LANDFILL- TP	7,075.90
<b>Vendor KEL09 - KELLER CANYON LANDFILL Total:</b>					<b>12,920.87</b>
<b>Vendor: COP02 - KENETH COPPO</b>					
MAY 2020	93813	04/24/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	1,204.19
<b>Vendor COP02 - KENETH COPPO Total:</b>					<b>1,204.19</b>
<b>Vendor: KEN09 - KENNEDY AND ASSOCIATES, INC.</b>					
20-023	93882	05/01/2020	277-20335	EB OPHTHAMOLOGY 1289 PVR-GATEWAY PROJECT	1,428.00
20-024	93814	04/24/2020	207-344-42101	MSA PERMIT COMPLIANCE SUPPORT SERVICES	2,922.76
<b>Vendor KEN09 - KENNEDY AND ASSOCIATES, INC. Total:</b>					<b>4,350.76</b>
<b>Vendor: KUB00 - KUBWATER RESOURCES, INC.</b>					
09395	93815	04/24/2020	500-641-44303	ZETAG BAGS- TP	19,881.12
<b>Vendor KUB00 - KUBWATER RESOURCES, INC. Total:</b>					<b>19,881.12</b>
<b>Vendor: LAR04 - LARRY WALKER ASSOCIATES</b>					
00243.10-30	93816	04/24/2020	500-641-42101	FOR SERVICES RENDERED THROUGH 2/29/20	302.50
<b>Vendor LAR04 - LARRY WALKER ASSOCIATES Total:</b>					<b>302.50</b>
<b>Vendor: 1450 - LIKIBER INC. -RUBENSTEIN SUPPLY COMPANY</b>					
S2019102.001	93817	04/24/2020	209-554-42108	MAINTENANCE	45.01
S2112534.001	93817	04/24/2020	209-552-42108	MAINTENANCE	329.11
<b>Vendor 1450 - LIKIBER INC. -RUBENSTEIN SUPPLY COMPANY Total:</b>					<b>374.12</b>
<b>Vendor: BRU10 - LINDA BRUNS</b>					
MAY 2020	93818	04/24/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	102.17
<b>Vendor BRU10 - LINDA BRUNS Total:</b>					<b>102.17</b>
<b>Vendor: CUR03 - LN CURTIS &amp; SONS</b>					
INV382951	93883	05/01/2020	100-222-44410	SAFETY CLOTHING- PD	2,231.16
<b>Vendor CUR03 - LN CURTIS &amp; SONS Total:</b>					<b>2,231.16</b>
<b>Vendor: 1887 - MARIA SANCHEZ</b>					
41720	93819	04/24/2020	209-20308	REFUND RENTAL 6/27/20 CANCELLED SHELTER IN PLACE	500.00
41720	93819	04/24/2020	209-552-38112	REFUND RENTAL 6/27/20 CANCELLED SHELTER IN PLACE	50.00
<b>Vendor 1887 - MARIA SANCHEZ Total:</b>					<b>550.00</b>
<b>Vendor: DRA01 - MARY DRAZBA</b>					
MAY 2020	93820	04/24/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	201.46
<b>Vendor DRA01 - MARY DRAZBA Total:</b>					<b>201.46</b>
<b>Vendor: ROB21 - MARY ROBERTS</b>					
MAY 2020	93821	04/24/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	320.70
<b>Vendor ROB21 - MARY ROBERTS Total:</b>					<b>320.70</b>
<b>Vendor: MCM05 - MCMASTER-CARR SUPPLY CO.</b>					
36882810	93822	04/24/2020	500-641-42107	SUPPLIES/PARTS- TP	253.38

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
37573976	93884	05/01/2020	500-641-42107	SUPPLIES/PARTS- TP	245.52
Vendor MCM05 - MCMASTER-CARR SUPPLY CO. Total:					498.90
Vendor: MEY01 - MEYERS,NAVE,RIBACK,SILVER					
2020030293	93885	05/01/2020	100-114-42102	CITY ATTORNEY SERVICES	34,016.13
2020030293	93885	05/01/2020	106-114-42102	CITY ATTORNEY SERVICES	820.00
2020030295	93885	05/01/2020	100-114-42102	CITY COUNCIL MEETINGS	500.00
2020030296	93885	05/01/2020	100-114-42102	PUBLIC RECORDS ACT REQUESTS	623.00
2020030297	93885	05/01/2020	100-114-42102	RISK MANAGEMENT	261.00
2020030298	93885	05/01/2020	100-114-42102	SALE OF PINOLE SENIOR VILLAGE- CR	1,481.50
2020030299	93885	05/01/2020	100-114-42102	PINOLE SQUARE SHOPPING CENTER- CR	8,512.94
2020030300	93885	05/01/2020	100-114-42102	PINOLE SHORES II- CR	4,147.50
2020030301	93885	05/01/2020	100-114-42102	CHARTER CITY MEASURE	1,979.50
2020030302	93885	05/01/2020	100-114-42102	GENERAL SERVICES- FINANCE DEPARTMENT	58.00
2020030303	93885	05/01/2020	100-114-42102	GENERAL SERVICES- PUBLIC WORKS	1,840.00
2020030304	93885	05/01/2020	100-114-42102	WATER P CONTROL PLANT- LEGAL WORK SPLIT TIME	355.50
2020030305	93885	05/01/2020	100-114-42102	CLAIM AGAIST PG&E FOR DELAY TO PROJECT CONSTRUCTIO	507.50
2020030306	93885	05/01/2020	100-114-42102	GENERAL SERVICES- CITY CLERK	377.00
2020030307	93885	05/01/2020	100-114-42102	GENERAL SERVICES- CITY ATTORNEY MISCELLANEOUS	273.50
2020030310	93885	05/01/2020	100-114-42102	GENERAL SERVICES- COMMUNITY DEVELOPMENT	1,247.00
2020030311	93885	05/01/2020	100-114-42102	GENERAL SERVICES- FIRE	145.00
2020030312	93885	05/01/2020	100-114-42102	SUCCESSOR AGENCY- ADMINISTRATIVE MATTERS	1,235.00
2020030313	93885	05/01/2020	100-114-42102	HOUSING SUCCESSOR- RDA AFF HOUSING COVENAT COMPLIA	3,705.00
20200330308	93885	05/01/2020	100-114-42102	PINOLE/HERCULES WASTE WATER UPGRADE PROJECT	2,172.50
20200330309	93885	05/01/2020	100-114-42102	GENERAL SERVICES- LABOR AND EMPLOYMENT	16,327.50
Vendor MEY01 - MEYERS,NAVE,RIBACK,SILVER Total:					80,585.07
Vendor: 1311 - M-GROUP					
2061707	93823	04/24/2020	212-461-42101	ON CALL PLANNING SERVICES THROUGH 2/29/20	8,510.00
2001770	93823	04/24/2020	212-461-42101	ON CALL PLANNING SERVICES THROUGH 3/31/20	6,152.50
Vendor 1311 - M-GROUP Total:					14,662.50
Vendor: 1139 - MICHAEL BAKER INTERNATIONAL, INC.					
1051073	93824	04/24/2020	212-461-42101	PROFESSIONAL SERVICES ENDING JUNE 02 2019	4,800.00
1057434	93824	04/24/2020	212-461-42101	PROFESSIONAL SERVICES ENDING JULY 28 2019	5,120.00
1060928	93824	04/24/2020	212-461-42101	PROFESSIONAL SERVICES ENDING SEP 01 2019	4,800.00
1065888	93824	04/24/2020	212-461-42101	PROFESSIONAL SERVICES ENDING NOV 03 2019	3,980.00
1072119-02	93824	04/24/2020	212-461-42101	PROFESSIONAL SERVICES ENDING DEC 21 2019	1,440.00
Vendor 1139 - MICHAEL BAKER INTERNATIONAL, INC. Total:					20,140.00
Vendor: 1115 - MICHELLE FITZER					
MAY 2020-01	93825	04/24/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	36.49

## WARRANT LISTING

Payment Dates: 04/18/2020 - 05/01/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
MAY 2020-02	93825	04/24/2020	100-117-41101	RETIREE MEDICARE REIMBURSEMENT	202.40
Vendor 1115 - MICHELLE FITZER Total:					238.89
Vendor: ROG02 - MILES ROGERS					
MAY 2020	93826	04/24/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	204.34
Vendor ROG02 - MILES ROGERS Total:					204.34
Vendor: 1890 - MM COMMUNICATIONS INC					
INV-0717	93887	05/01/2020	100-222-42514	CABLE LABOR AND MATERIALS	1,250.00
Vendor 1890 - MM COMMUNICATIONS INC Total:					1,250.00
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
SK05793N520	93888	05/01/2020	209-554-42108	MAINTENANCE- YOUTH CENTER	191.76
SK65465N520	93888	05/01/2020	100-343-42108	MAINTENANCE- CITY HALL	113.15
SK65542N520	93888	05/01/2020	100-343-42108	MAINTENANCE- CITY OF PINOLE	113.10
Vendor OTI01 - OTIS ELEVATOR COMPANY Total:					418.01
Vendor: PAC41 - PACIFIC ECORISK					
16383	93827	04/24/2020	500-641-44305	NPDES TOXICITY TESTING- TP	1,046.00
Vendor PAC41 - PACIFIC ECORISK Total:					1,046.00
Vendor: PAC55 - PACIFIC SITE MANAGEMENT					
59272	93828	04/24/2020	100-222-42108	MONTHLY LANDSCAPE MAINTENANCE	122.50
59272	93828	04/24/2020	100-231-42108	MONTHLY LANDSCAPE MAINTENANCE	327.50
59272	93828	04/24/2020	100-343-42108	MONTHLY LANDSCAPE MAINTENANCE	174.40
59272	93828	04/24/2020	100-345-42108	MONTHLY LANDSCAPE MAINTENANCE	5,619.33
59272	93828	04/24/2020	200-342-42108	MONTHLY LANDSCAPE MAINTENANCE	326.00
59272	93828	04/24/2020	201-343-42108	MONTHLY LANDSCAPE MAINTENANCE	532.60
59272	93828	04/24/2020	209-552-42108	MONTHLY LANDSCAPE MAINTENANCE	198.00
59272	93828	04/24/2020	209-553-42108	MONTHLY LANDSCAPE MAINTENANCE	206.00
59272	93828	04/24/2020	209-557-42108	MONTHLY LANDSCAPE MAINTENANCE	206.00
59272	93828	04/24/2020	310-347-42108	MONTHLY LANDSCAPE MAINTENANCE	60.00
59272	93828	04/24/2020	310-348-42108	MONTHLY LANDSCAPE MAINTENANCE	65.00
Vendor PAC55 - PACIFIC SITE MANAGEMENT Total:					7,837.33
Vendor: ARA09 - PATRICIA ARAGON					
3320	93829	04/24/2020	209-20015	GIFT SHOP SENIOR CENTER	10.00
41420	93829	04/24/2020	209-20015	GIFT SHOP SENIOR CENTER	10.00
Vendor ARA09 - PATRICIA ARAGON Total:					20.00
Vendor: ATH02 - PATRICIA ATHENOUR					
MAY 2020	93830	04/24/2020	100-117-41101	RETIREE MEDICARE REIMBURSEMENT	144.60
Vendor ATH02 - PATRICIA ATHENOUR Total:					144.60
Vendor: CLA17 - PAUL CLANCY					
MAY 2020	93831	04/24/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	401.13
Vendor CLA17 - PAUL CLANCY Total:					401.13
Vendor: PGE01 - PG&E					
APRIL 1 20-1093	93832	04/24/2020	500-642-43103	W END/HAZEL AVE SEWAGE PLANT	423.38

## WARRANT LISTING

Payment Dates: 04/18/2020 - 05/01/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
APRIL 10 20-0498	93832	04/24/2020	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	330.41
APRIL 10 20-1801	93832	04/24/2020	209-553-43103	2454 SIMAS AVE REC CTR & POOL	39.71
APRIL 13 20-3029	93832	04/24/2020	100-345-43103	1270 ADOBE RD @ OUTSIDE BATHROOMS	64.93
APRIL 13 20-4157	93889	05/01/2020	100-222-43103	809 CITY HALL	15.10
APRIL 14 20-0883	93889	05/01/2020	100-222-43103	800 TENNENT AVE PUBLIC SAFETY FACILITY	1,740.80
APRIL 14 20-0883	93889	05/01/2020	100-223-43103	800 TENNENT AVE PUBLIC SAFETY FACILITY	348.16
APRIL 14 20-0883	93889	05/01/2020	100-231-43103	800 TENNENT AVE PUBLIC SAFETY FACILITY	1,392.64
APRIL 14 20-1156	93889	05/01/2020	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	37.22
APRIL 14 20-1156	93889	05/01/2020	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	55.84
APRIL 14 20-1462	93889	05/01/2020	209-552-43103	2500 CHARLES ST SENIOR CENTER	298.02
APRIL 14 20-7186	93889	05/01/2020	209-558-43103	601 TENNENT AVE PUBLIC MEETING HALL	8.66
APRIL 14 20-8716	93889	05/01/2020	500-641-43103	SEWAGE PLNT-FT OF TENNENT	3,656.35
APRIL 16 20-0813	93889	05/01/2020	200-342-43103	2149 1/2 APPIAN WAY TRAFFIC SIGNAL	44.72
APRIL 16 20-4368	93889	05/01/2020	200-342-43103	APPIAN WAY & TARA HILLS TRAFFIC SIGNAL	111.22
APRIL 16 20-5137	93889	05/01/2020	209-557-43103	2450 SIMAS AVE SWIM CTR	86.73
APRIL 16 20-7509	93889	05/01/2020	200-342-43103	TARA HILLS DR 500 FT APPIAN WAY TRAFFIC SIGNAL	48.71
APRIL 17 20-0217	93889	05/01/2020	100-345-43103	TENNENT & PARK ST CLUB HOUSE	16.41
APRIL 17 20-0923	93889	05/01/2020	100-110-43103	2131 PEAR ST	59.21
APRIL 17 20-0923	93889	05/01/2020	100-111-43103	2131 PEAR ST	77.90
APRIL 17 20-0923	93889	05/01/2020	100-112-43103	2131 PEAR ST	85.71
APRIL 17 20-0923	93889	05/01/2020	100-115-43103	2131 PEAR ST	213.46
APRIL 17 20-0923	93889	05/01/2020	100-116-43103	2131 PEAR ST	62.32
APRIL 17 20-0923	93889	05/01/2020	100-117-43103	2131 PEAR ST	693.34
APRIL 17 20-0923	93889	05/01/2020	100-343-43103	2131 PEAR ST	1,291.64
APRIL 17 20-0923	93889	05/01/2020	200-342-43103	2131 PEAR ST	225.92
APRIL 17 20-0923	93889	05/01/2020	212-461-43103	2131 PEAR ST	93.48
APRIL 17 20-0923	93889	05/01/2020	212-462-43103	2131 PEAR ST	235.27
APRIL 17 20-0923	93889	05/01/2020	285-464-43103	2131 PEAR ST	77.90
APRIL 17 20-2506	93889	05/01/2020	215-341-43103	701 Pinon/2489 San Pablo- Electric CHGS	43.87
APRIL 17 20-2969	93889	05/01/2020	201-343-43103	600 Tennent Ave-Blackies Storage	21.02
APRIL 17 20-3537	93889	05/01/2020	100-343-43103	659 TENNENT AVE PARKING LOT LIGHTS	82.92
APRIL 17 20-3850	93889	05/01/2020	100-345-43103	601 TENNENT AVE CARETAKER'S SHED	163.05
APRIL 17 20-3914	93889	05/01/2020	100-345-43103	FERNANDEZ PARK BALLPARK LIGHTING	107.06
APRIL 17 20-4065	93889	05/01/2020	209-559-43103	2937 PINOLE VALLEY RD TENNIS CT LIGHTS	255.71
APRIL 17 20-4612	93889	05/01/2020	201-343-43103	2100 SAN PABLO AVE FARIA HOUSE	41.73
APRIL 17 20-5274	93889	05/01/2020	201-343-43103	2361 SAN PABLO AVE OLD BANK BUILDING	49.72
APRIL 17 20-6969	93889	05/01/2020	201-343-43103	2361 SAN PABLO AVE PARKING LOT LIGHTS	88.01
APRIL 17 20-7964	93889	05/01/2020	310-348-43103	2680 PINOLE VALLEY RD MEDIAN IRRIGATION SHOPPING C	11.35

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Payment Dates: 04/18/2020 - 05/01/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
APRIL 17 20-9985	93889	05/01/2020	201-343-43103	NEAR 795 FERNANDEZ PARKING LOT LIGHTS	147.62
APRIL 2 20-0887	93832	04/24/2020	200-342-43103	PINON AVE & SAN PABLO AVE TRAFFIC SIGNAL	61.85
APRIL 2 20-2182	93832	04/24/2020	200-342-43103	OAKRIDGE/SAN PABLO AVE TRAFFIC SIGNAL	60.71
APRIL 20 20-0081	93889	05/01/2020	200-342-43103	2501 SAN PABLO AVE TRAFFIC CONTROLLER	73.37
APRIL 20 20-0209	93889	05/01/2020	200-342-43103	S/E CORNER SAN PABLO AVE & TENNENT TRAFFIC SIGNAL	75.07
APRIL 20 20-0466	93889	05/01/2020	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	65.41
APRIL 20 20-0466	93889	05/01/2020	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	98.12
APRIL 20 20-2615	93889	05/01/2020	100-345-43103	S/E CORNER OF ROGERS & NOB HILL SPRINKLER SYSTEM	10.51
APRIL 20 20-2793	93889	05/01/2020	200-342-43103	1451 FITZGERALD DR TRAFFIC SIGNAL	72.67
APRIL 20 20-3311	93889	05/01/2020	200-342-43103	PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER	100.84
APRIL 20 20-4193	93889	05/01/2020	200-342-43103	HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER	55.15
APRIL 20 20-5127	93889	05/01/2020	500-642-43103	893 1/2 SAN PABLO AVE PUMP STATION	119.48
APRIL 20 20-5374	93889	05/01/2020	200-342-43103	1220 PINOLE VALLEY RD TRAFFIC SIGNAL	86.45
APRIL 20 20-5387	93889	05/01/2020	100-345-43103	588 MARLESTA RD LOUIS FRANCIS PARK	40.20
APRIL 20 20-7114	93889	05/01/2020	200-342-43103	2429 SAN PABLO AVE	56.32
APRIL 20 20-8086	93889	05/01/2020	200-342-43103	N/S BORDER CITY OF PINOLE	102.93
APRIL 20 20-9824	93889	05/01/2020	310-347-43103	1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC	102.36
APRIL 4 20-3438	93832	04/24/2020	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	150.32
MAR 30 20-6521	93832	04/24/2020	200-342-43103	IFO 971 SAN PABLO AVE- TRAFFIC SIGNAL CONTROL	95.05
MAR 30 20-6897	93832	04/24/2020	200-342-43103	PINOLE VALLEY RD & ESTATES AVE-TRAFFIC LIGHT CTRL	54.29
				<b>Vendor PGE01 - PG&amp;E Total:</b>	<b>14,328.32</b>
<b>Vendor: 1888 - PHILLIP ESTENSON</b>					
41720	93833	04/24/2020	209-551-38112	REFUND RENTAL CANCELLED DUE TO SHELTER IN PLACE	213.00
				<b>Vendor 1888 - PHILLIP ESTENSON Total:</b>	<b>213.00</b>
<b>Vendor: PRO18 - PROTECTION 1 / ADT</b>					
APRIL 20-0999	93834	04/24/2020	209-553-42108	TINY TOTS ALARM MONITORING SVCS	78.45
				<b>Vendor PRO18 - PROTECTION 1 / ADT Total:</b>	<b>78.45</b>
<b>Vendor: RAN06 - RANEY PLANNING &amp; MANAGEMENT, INC.</b>					
1812E-5	93835	04/24/2020	106-344-47206	HAZEL STREET LABOR FEB 20	1,215.00
1937E-11	93835	04/24/2020	212-20340	PINOLE SQUARE REDEVELOPMENT LABOR MARCH 20	1,507.06
1948E-2	93835	04/24/2020	106-344-47206	HAZEL ST LABOR MARCH 20	784.40
				<b>Vendor RAN06 - RANEY PLANNING &amp; MANAGEMENT, INC. Total:</b>	<b>3,506.46</b>
<b>Vendor: SWE00 - ROY SWEARINGEN</b>					
42320	93892	05/01/2020	100-110-42201	REIMBURSEMENT FOR EXPENSES	142.01
42320	93892	05/01/2020	100-110-42302	REIMBURSEMENT FOR EXPENSES	208.28
				<b>Vendor SWE00 - ROY SWEARINGEN Total:</b>	<b>350.29</b>



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Payment Dates: 04/18/2020 - 05/01/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
<b>Vendor: SAG00 - SAGE-CENTERS FOR VETERINARY SPECIALTY</b>					
1516204	93893	05/01/2020	100-221-42514	K9 KAISER VETERINARY SERVICES- FEES	910.06
<b>Vendor SAG00 - SAGE-CENTERS FOR VETERINARY SPECIALTY Total:</b>					<b>910.06</b>
<b>Vendor: TRE12 - SANDRA TREGLE</b>					
3320	93836	04/24/2020	209-20015	GIFT SHOP SENIOR CENTER	9.00
41420	93836	04/24/2020	209-20015	GIFT SHOP SENIOR CENTER	4.50
<b>Vendor TRE12 - SANDRA TREGLE Total:</b>					<b>13.50</b>
<b>Vendor: 1886 - SILVA CONTRACTORS INC</b>					
41520	93837	04/24/2020	100-000-31510	REFUND OVERPAYMENT OF 2020 BL RENEWAL	94.50
<b>Vendor 1886 - SILVA CONTRACTORS INC Total:</b>					<b>94.50</b>
<b>Vendor: 1842 - SOMALIA FOLASHADE</b>					
41520	93894	05/01/2020	209-551-38112	RENTAL CANCELLED DUE TO SHELTER IN PLACE	563.00
<b>Vendor 1842 - SOMALIA FOLASHADE Total:</b>					<b>563.00</b>
<b>Vendor: SQU00 - SQUARE DEAL GARAGE</b>					
31250	93838	04/24/2020	100-343-42107	VEHICLE MAINTENANCE- PW	176.45
<b>Vendor SQU00 - SQUARE DEAL GARAGE Total:</b>					<b>176.45</b>
<b>Vendor: STA56 - STAILING S&amp;S RV REPAIRS</b>					
6353-810	93839	04/24/2020	100-221-42107	VEHICLE MAINTENANCE- PD	903.38
<b>Vendor STA56 - STAILING S&amp;S RV REPAIRS Total:</b>					<b>903.38</b>
<b>Vendor: STA42 - STAPLES BUSINESS CREDIT</b>					
MARCH 25 20	93840	04/24/2020	100-117-42201	MONTHLY STMT FULL PAYMENT	198.07
MARCH 25 20	93840	04/24/2020	100-222-42201	MONTHLY STMT FULL PAYMENT	101.57
MARCH 25 20	93840	04/24/2020	100-231-42201	MONTHLY STMT FULL PAYMENT	121.32
MARCH 25 20	93840	04/24/2020	209-553-42201	MONTHLY STMT FULL PAYMENT	264.36
MARCH 25 20	93840	04/24/2020	212-461-42201	MONTHLY STMT FULL PAYMENT	16.37
MARCH 25 20	93840	04/24/2020	212-462-42201	MONTHLY STMT FULL PAYMENT	210.58
<b>Vendor STA42 - STAPLES BUSINESS CREDIT Total:</b>					<b>912.27</b>
<b>Vendor: STE20 - STERICYCLE, INC.</b>					
3005086649	93895	05/01/2020	100-222-42101	MONTHLY CHARGES- PD	55.44
<b>Vendor STE20 - STERICYCLE, INC. Total:</b>					<b>55.44</b>
<b>Vendor: 1155 - SUPERION, LLC</b>					
273039	93841	04/24/2020	525-118-42106	TRAKIT MAINTENANCE( PORTAL NOT IN SERVICE) FEE	12,269.33
<b>Vendor 1155 - SUPERION, LLC Total:</b>					<b>12,269.33</b>
<b>Vendor: DOD02 - SUSAN BOYLE DODGE</b>					
42420	93842	04/24/2020	209-552-43806	CWLD ENTERTAINMENT FEB 20- SC	180.00
<b>Vendor DOD02 - SUSAN BOYLE DODGE Total:</b>					<b>180.00</b>
<b>Vendor: TOD01 - TED TODD</b>					
20-001	93843	04/24/2020	100-221-42101	PRE-EMPLOYMENT POLYGRAPH EXAMINATION	350.00
20-002	93896	05/01/2020	100-221-42101	PRE-EMPLOYMENT POLYGRAPH EXAMINATION- PD	350.00
<b>Vendor TOD01 - TED TODD Total:</b>					<b>700.00</b>
<b>Vendor: KRI01 - TERRI KRIEGER</b>					
MAY 2020	93844	04/24/2020	100-117-41101	RETIREE MEDICAL REIMBURSEMENT	0.24
<b>Vendor KRI01 - TERRI KRIEGER Total:</b>					<b>0.24</b>

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Payment Dates: 04/18/2020 - 05/01/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
<b>Vendor: UNI38 - UNIVAR USA INC</b>					
48526585	93845	04/24/2020	500-641-44303	CHEMICALS- TP	6,095.72
48526586	93845	04/24/2020	500-641-44303	CHEMICALS- TP	3,685.34
48550117	93845	04/24/2020	500-641-44303	CHEMICALS- TP	3,318.56
<b>Vendor UNI38 - UNIVAR USA INC Total:</b>					<b>13,099.62</b>
<b>Vendor: UNI07 - UNIVERSAL BUILDING SVCS.</b>					
254310	93897	05/01/2020	209-554-42108	SANITARY SUPPLIES- YOUTH CENTER	387.52
254811	93846	04/24/2020	100-231-42108	SANITARY SUPPLIES- FIRE	289.32
254918	93846	04/24/2020	500-642-42108	SANITARY SUPPLIES- CORP YARD	495.60
255048	93897	05/01/2020	100-343-42108	SANITARY SUPPLIES- CITY HALL	172.96
255059	93897	05/01/2020	100-221-42108	SANITARY SUPPLIES- PD	172.96
475006	93846	04/24/2020	100-343-42108	MONTHLY JANITORIAL SERVICES	1,070.00
475007	93846	04/24/2020	100-221-42108	MONTHLY JANITORIAL SERVICES- PD/SAFETY BLDG	1,176.00
475007	93846	04/24/2020	100-222-42108	MONTHLY JANITORIAL SERVICES- PD/SAFETY BLDG	1,176.00
475008	93846	04/24/2020	209-557-42108	MONTHLY JANITORIAL SERVICES	274.00
475013	93897	05/01/2020	500-641-42108	JANITORIAL SERVICES WPTP	508.00
<b>Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:</b>					<b>5,722.36</b>
<b>Vendor: VWR01 - VWR INTERNATIONAL, LLC.</b>					
8089566744	93847	04/24/2020	500-641-44305	LAB SUPPLIES- TP	136.52
8089654250	93898	05/01/2020	500-641-44305	LAB SUPPLIES- TP	105.70
<b>Vendor VWR01 - VWR INTERNATIONAL, LLC. Total:</b>					<b>242.22</b>
<b>Vendor: WCC01 - WCCTAC</b>					
42220	93848	04/24/2020	212-462-34210	STMP FEE COLLECTED OCT 1- DEC 31 2019	4,243.00
<b>Vendor WCC01 - WCCTAC Total:</b>					<b>4,243.00</b>
<b>Vendor: WCC04 - WEST CONTRA COSTA GIRL SCOUTS</b>					
41720	93849	04/24/2020	209-20308	REFUND RENTAL 5/16/20 CANCELLED SHELTER IN PLACE	250.00
41720	93849	04/24/2020	209-552-38112	REFUND RENTAL 5/16/20 CANCELLED SHELTER IN PLACE	50.00
<b>Vendor WCC04 - WEST CONTRA COSTA GIRL SCOUTS Total:</b>					<b>300.00</b>
<b>Vendor: WES01 - WESTERN EXTERMINATOR CO.</b>					
MARCH 31 20-11 TENNENT AVE 93850		04/24/2020	500-641-42108	PEST CTRL SVCS FOR 11 TENNENT--CORP YARD	69.00
MARCH 31 20-SC 93850		04/24/2020	209-552-42108	PEST CTRL SVCS FOR 2500 CHARLES ST-SNR CTR	71.00
<b>Vendor WES01 - WESTERN EXTERMINATOR CO. Total:</b>					<b>140.00</b>
<b>Vendor: XER01 - XEROX CORPORATION</b>					
010053127	93851	04/24/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- SENIOR CENTER	213.68
099956312	93851	04/24/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- CITY HALL 1ST FL	750.50
099956315	93851	04/24/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- YOUTH CENTER	218.30
<b>Vendor XER01 - XEROX CORPORATION Total:</b>					<b>1,182.48</b>
<b>Vendor: 1895 - Z RENTALS LP</b>					
50120	93899	05/01/2020	310-000-32121	REIMBURSEMENT LLAD ASSESSMENT FEES PAID 2019/20	3,533.76
<b>Vendor 1895 - Z RENTALS LP Total:</b>					<b>3,533.76</b>
<b>Grand Total:</b>					<b>356,733.12</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
100 - General Fund	143,096.73
106 - MEASURE S-2014	2,819.40
200 - Gas Tax Fund	4,795.27
201 - Restricted Real Estate Maintenance Fund	980.70
207 - NPDES Storm Water Fund	3,060.32
209 - Recreation Fund	12,256.92
212 - Building & Planning	65,325.62
215 - Measure C and J Fund	43.87
226 - CASp Certification and Training Fund	314.40
275 - Parkland Dedication Fund	28.21
277 - Deveopment Services	1,428.00
285 - Housing Land Held for Resale	77.90
310 - Lighting & Landscape Districts	10,334.29
500 - Sewer Enterprise Fund	67,025.04
505 - Cable Access TV	153.96
525 - Information Systems	42,559.08
722 - Community Assistance Program	308.41
750 - Recognized Obligation Retirement Fund	2,125.00
<b>Grand Total:</b>	<b>356,733.12</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-000-31510	Other Tax/Business	94.50
100-10601	Gas Tanks/Corp Yard	870.32
100-10602	Gas Tanks/Fire Station	1,121.32
100-110-42201	Office Expense	142.01
100-110-42302	Travel & Training/Mileage,	208.28
100-110-43103	Utilities/Electricity &	59.21
100-111-43103	Utilities/Electricity &	77.90
100-112-42514	Admin Exp/Special Depart	467.50
100-112-43103	Utilities/Electricity &	85.71
100-114-42102	Prof Svcs/Attorney	79,765.07
100-115-43103	Utilities/Electricity &	213.46
100-116-43103	Utilities/Electricity &	62.32
100-117-41101	Retiree Benefits/Medical-	3,781.22
100-117-42101	Prof Svcs/Professional	230.00
100-117-42201	Office Expense	198.07
100-117-42203	Office Exp/Shipping &	10.53
100-117-42514	Admin Exp/Special Depart	137.70
100-117-43103	Utilities/Electricity &	693.34
100-117-43105	Utilities/Cable	29.88
100-221-42101	Prof Svcs/Professional	700.00
100-221-42107	Prof Svcs/Equipment	903.38
100-221-42108	Prof Svcs/Building-	1,348.96
100-221-42201	Office Expense	110.48
100-221-42514	Admin Exp/Special Depart	910.06
100-221-44410	Safety Clothing	31.57
100-222-42101	Prof Svcs/Professional	895.44
100-222-42108	Prof Svcs/Building-	2,236.74
100-222-42201	Office Expense	283.21
100-222-42514	Admin Exp/Special Depart	1,622.58
100-222-43103	Utilities/Electricity &	1,755.90
100-222-44410	Safety Clothing	2,231.16
100-223-43103	Utilities/Electricity &	348.16
100-231-42101	Prof Svcs/Professional	15,330.00
100-231-42108	Prof Svcs/Building-	616.82
100-231-42201	Office Expense	121.32

## Account Summary

Account Number	Account Name	Payment Amount
100-231-43102	Utilities/Water	347.30
100-231-43103	Utilities/Electricity &	1,873.37
100-231-43105	Utilities/Cable	64.50
100-231-44410	Safety Clothing	229.72
100-343-42107	Prof Svcs/Equipment	176.45
100-343-42108	Prof Svcs/Building-	2,995.02
100-343-43103	Utilities/Electricity &	1,374.56
100-343-44410	Safety Clothing	1,789.82
100-345-42108	Prof Svcs/Building-	5,742.94
100-345-43102	Utilities/Water	674.27
100-345-43103	Utilities/Electricity &	402.16
100-465-42101	Prof Svcs/Professional	9,732.50
106-114-42102	Prof Svcs/Attorney	820.00
106-344-47206	Improvements/Storm	1,999.40
200-342-42108	Prof Svcs/Building-	326.00
200-342-42514	Admin Exp/Special Depart	3,144.00
200-342-43103	Utilities/Electricity &	1,325.27
201-343-42108	Prof Svcs/Building-	532.60
201-343-42513	Admin Exp/Rent	100.00
201-343-43103	Utilities/Electricity &	348.10
207-344-42101	Prof Svcs/Professional	2,922.76
207-344-42514	Admin Exp/Special Depart	137.56
209-20015	Accounts Payable/Vendor	246.00
209-20308	Deposits	1,500.00
209-20309	Deposits	250.00
209-551-38112	Rental Income/Facility	776.00
209-552-38112	Rental Income/Facility	1,225.00
209-552-42108	Prof Svcs/Building-	2,731.31
209-552-43103	Utilities/Electricity &	298.02
209-552-43804	Program Cost/Food	1,130.24
209-552-43806	Program Cost/Dance	180.00
209-553-42108	Prof Svcs/Building-	310.57
209-553-42201	Office Expense	264.36
209-553-43102	Utilities/Water	9.33
209-553-43103	Utilities/Electricity &	39.71
209-554-36402	Recreation	777.00
209-554-38112	Rental Income/Facility	50.00
209-554-42108	Prof Svcs/Building-	942.30
209-554-43103	Utilities/Electricity &	102.63
209-557-42108	Prof Svcs/Building-	771.69
209-557-43102	Utilities/Water	301.66
209-557-43103	Utilities/Electricity &	86.73
209-558-43103	Utilities/Electricity &	8.66
209-559-43103	Utilities/Electricity &	255.71
212-20330	Developer	720.00
212-20340	Developer Deposit/Applan	1,507.06
212-461-34113	Review Fees/Gen-Specific	86.04
212-461-42101	Prof Svcs/Professional	35,792.50
212-461-42201	Office Expense	16.37
212-461-42302	Travel & Training/Mileage,	75.52
212-461-42303	Travel & Training/Meal	24.37
212-461-43103	Utilities/Electricity &	93.48
212-462-31510	Other Tax/Business	0.30
212-462-33210	Permits/Building Permit	409.53
212-462-34210	Fees/STMP Fee	4,243.00
212-462-34211	Fees/CA State Building Fee	156.60
212-462-42101	Prof Svcs/Professional	21,755.00
212-462-42201	Office Expense	210.58

## Account Summary

Account Number	Account Name	Payment Amount
212-462-43103	Utilities/Electricity &	235.27
215-341-43103	Utilities/Electricity &	43.87
226-000-34223	Fees/CASp Fee	314.40
275-345-47203	Improvements/Parks	28.21
277-20335	Developer	1,428.00
285-464-43103	Utilities/Electricity &	77.90
310-000-32121	Lighting & Landscape	3,533.76
310-347-42101	Prof Svcs/Professional	1,439.87
310-347-42108	Prof Svcs/Building-	60.00
310-347-43103	Utilities/Electricity &	102.36
310-348-42101	Prof Svcs/Professional	5,121.95
310-348-42108	Prof Svcs/Building-	65.00
310-348-43103	Utilities/Electricity &	11.35
500-10601	Gas Tanks/Corp Yard	920.72
500-641-42101	Prof Svcs/Professional	302.50
500-641-42107	Prof Svcs/Equipment	2,372.05
500-641-42108	Prof Svcs/Building-	1,152.00
500-641-42201	Office Expense	118.35
500-641-43103	Utilities/Electricity &	3,656.35
500-641-44302	Other Materials	12,920.87
500-641-44303	Other Materials	32,980.74
500-641-44305	Other Materials Supp/Lab	7,978.24
500-641-44410	Safety Clothing	1,524.80
500-642-42107	Prof Svcs/Equipment	998.27
500-642-42108	Prof Svcs/Building-	495.60
500-642-42514	Admin Exp/Special Depart	48.84
500-642-43103	Utilities/Electricity &	542.86
500-642-44410	Safety Clothing	1,012.85
505-119-43103	Utilities/Electricity &	153.96
525-118-42105	Prof Svcs/Network	21,757.00
525-118-42106	Prof Svcs/Software	12,269.33
525-118-42107	Prof Svcs/Equipment	1,182.48
525-118-42510	Admin Exp/Software Purch	662.41
525-118-43101	Utilities/Telephone	6,687.86
722-20431	Deferred Rev/CAP	308.41
750-463-42101	Prof Svcs/Professional	2,125.00
	<b>Grand Total:</b>	<b>356,733.12</b>

## Project Account Summary

Project Account Key	Payment Amount
**None**	356,733.12
<b>Grand Total:</b>	<b>356,733.12</b>

Approved By:



Date:

4/30/2020



## **CITY COUNCIL REPORT**

**7C**

**DATE: MAY 5, 2020**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: 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 last confirmed the continued existence of the emergency at a meeting on April 21, 2020. To ensure the emergency declaration does not expire, it is necessary for the City Council to confirm the continued existence of the emergency at this meeting.

In recent weeks, there has been progress in stopping the spread of COVID-19 and "flattening the curve". However, the conditions that prompted the original declaration of a local emergency continue to exist. Community transmission of COVID-19 continues to occur, and the number of cases within Contra Costa County has continued to rise. There are now over 820 cases within the County, an increase of approximately 200 in the last two weeks. Significantly, the Contra Costa Health Officer, along with the Health Officer from other Bay Area counties, has extended the order for all residents to shelter at home through the month of May. 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 approximately every 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 18; 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**, while there has been progress in stopping the spread of COVID-19, community transmission of COVID-19 has continued to occur;

**WHEREAS**, the number of cases within Contra Costa County has continued to rise, and there are now over 820 confirmed cases of COVID-19 within the County, an increase of approximately 200 in two weeks; and

**WHEREAS**, the Contra Costa Health Officer extended the order for all residents to shelter at home through the month of May; 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 21, 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 5th day of May 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 5<sup>th</sup> day of May 2020.

---

Heather Iopu, CMC  
City Clerk

3517118.1



## **CITY COUNCIL REPORT**

**7D**

**DATE: MAY 5, 2020**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: ANDREW MURRAY, CITY MANAGER  
HECTOR DE LA ROSA, ASSISTANT CITY MANAGER**

**SUBJECT: APPROVING A SIDE LETTER TO THE MEMORANDUM OF  
UNDERSTANDING BETWEEN THE CITY OF PINOLE AND IAFF  
LOCAL 1230 TO EXTEND THE TERM AND IMPLEMENT A SALARY  
INCREASE**

---

### **RECOMMENDATION**

City staff recommends that the City Council adopt a resolution (Attachment A) approving a side letter (Exhibit 1 to Attachment A) to the Memorandum of Understanding (MOU) between the City of Pinole and IAFF Local 1230 to extend the term and implement a salary increase.

### **BACKGROUND**

Under the provisions of the City's employer-employee relations resolution, the International Association of Firefighters (IAFF) Local 1230 is the exclusively recognized employee organization that represents City employees in the firefighter/paramedic, firefighter, fire engineer, and fire captain classifications. The City and IAFF Local 1230 are parties to a MOU (Attachment B) that establishes the terms and conditions of employment of staff that are represented by IAFF Local 1230. The MOU conforms to the requirements of Meyers-Milias-Brown Act (MMBA) and all other applicable regulations.

The current MOU expires on June 30, 2020. The City, through its designated representative, Gregory Ramirez of IEDA, and IAFF Local 1230, through its designated representative, have negotiated and reached a tentative agreement on a side letter that would make two modifications to the current MOU (Attachment B) and subsequent side letters (Attachment C) approved by both parties. The proposed new side letter would 1) extend the term of the current MOU through June 30, 2021 and 2) provide a three percent general wage increase to address cost of living increases and a three percent market equity increase to increase the competitiveness of the City's compensation relative to that of peer agencies.

### **REVIEW AND ANALYSIS**

Representatives of both parties have negotiated in good faith and in compliance with all applicable requirements to reach a tentative agreement on a side letter that would extend the term of the current MOU for one year and provide salary increases. The side

letter accommodates the interests of both parties. The employees represented by IAFF Local 1230 have voted in favor of the proposed side letter. The final step required to enact the side letter is approval by the City Council.

The salaries and total compensation paid by the City to certain classifications is significantly below that paid in peer jurisdictions. This makes it more challenging for the City to attract and retain, over the long run, quality employees, which are necessary to provide efficient and effective services. In order to address the gap between the current salaries and total compensation of Pinole's employees represented by IAFF Local 1230 and the salaries and total compensation offered by peer jurisdictions, the City has negotiated a side letter that provides a three percent general wage increase to address cost of living inflation and a three percent market equity increase, both effective July 1, 2020.

### **FISCAL IMPACT**

A three percent base salary increase plus a three percent market adjustment for the employees represented by IAFF Local 1230 is expected to cost the City approximately \$71,000 in salary annually, approximately \$113,000 in total when accounting for salary, other wages (such as overtime), and salary-driven benefits (life insurance, disability, etc.). The City's long-term financial forecast assumes a three percent annual salary increase for this group.

Since the onset of the Great Recession, and through the long, modest recovery, Pinole has maintained relatively low employee salaries and benefits. This has, in part, allowed the City to assemble significant reserves, and has left the City in a much better financial position than many other municipalities. However, it has resulted in an employee attraction and retention challenge. Although the City, like all other cities and organizations, is entering a period of significant financial uncertainty, the City cannot wait any longer to increase the salaries of classifications that are significantly below market if the City would like to retain and attract quality employees.

### **ATTACHMENTS**

- A Resolution  
Exhibit 1 – Side Letter to the MOU between the City of Pinole and IAFF Local 1230
- B Memorandum of Understanding Between the City of Pinole and the International Association of Firefighters Local 1230 July 1, 2017 to June 30, 2020
- C Side Letters to the July 1, 2017 to June 30, 2020 MOU

RESOLUTION NO. 2020-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE,  
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA,  
APPROVING A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF PINOLE AND IAFF LOCAL 1230 TO EXTEND THE TERM  
FOR ONE YEAR AND IMPLEMENT A SALARY INCREASE**

**WHEREAS**, the International Association of Firefighters (IAFF) Local 1230 is the exclusively recognized employee organization that represents City employees in the firefighter/paramedic, firefighter, fire engineer, and fire captain classifications; and

**WHEREAS**, the City and IAFF Local 1230 are parties to a Memorandum of Understanding (MOU) that establishes the terms and conditions of employment of staff that are represented by IAFF Local 1230; and

**WHEREAS**, the City, through its designated representative, and IAFF Local 1230, through its designated representative, have negotiated in good faith and in compliance with all applicable requirements and reached a tentative agreement on a side letter (attached to this resolution as Exhibit 1) that would make two modifications to the current MOU and subsequent side letters approved by both parties; and

**WHEREAS**, the proposed new side letter would extend the term of the agreement through June 30, 2021 and provide a three percent general wage increase to address cost of living increases and a three percent market equity increase to increase the competitiveness of the City's compensation relative to that of peer agencies; and

**WHEREAS**, the side letter accommodates the interests of both parties.

**NOW THEREFORE, BE IT RESOLVED** that the Pinole City Council does hereby approve the side letter to the Memorandum of Understanding (MOU) attached as Exhibit 1 between the City of Pinole and IAFF Local 1230.

**PASSED AND ADOPTED** at a regular meeting of the Pinole City Council held on the 5<sup>th</sup> day of May 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 5<sup>th</sup> day of May, 2020.

---

Heather Iopu, CMC  
City Clerk

MOU between the City of Pinole and International Association of Firefighters (IAFF) Local 1230  
July 1, 2017 – June 30, 2020

SIDE LETTER OF AGREEMENT  
CONTRACT EXPIRATION EXTENSION

I. Parties

The Parties to this Side Letter of Agreement (herein after "Side Letter") are the City of Pinole (hereinafter referred to as the "City") and the International Association of Firefighters (IAFF) Local 1230 (hereinafter referred to as the "Union").

II. Background

The Parties are the signatories to a Memorandum of Understanding (hereinafter referred to as the "MOU") setting forth terms and conditions of employment for certain City employees. The terms set forth below amend the existing MOU. The Parties agree as follows:

III. MOU Amendments

- A. For Purposes of the MOU amendments set forth below, language that is overstruck (e.g. ~~overstruck~~) will be omitted from the MOU. Language that is *italicized* and **boldfaced** will be added to the MOU as indicated. Appendix A "Modified Salary Table Effective FFPP after July 1, 2020", attached hereto and referred to below, will be added in its entirety. The existing MOU including all current Side Letters between the Parties will, in all other respects, remain in effect without change through the new term specified below.
- B. "Article 5. Salaries and Incentive Pays, Section 5.1 Salaries" of the MOU is hereby amended to read as follows:

***"d. Effective the first full pay period following July 1, 2020 and concurrent with the market equity adjustment below, employees shall receive a three percent (3%) general wage increase of the employee's base hourly wage in effect as of June 30, 2020. Effective the first full pay period following July 1, 2020 and concurrent with the above general wage increase, employees shall receive a three percent (3%) market equity increase of the employee's base hourly wage in effect as of June 30, 2020. The total of the above increases shall equal six percent (6%) of the employees base hourly wage rate in effect as of June 30, 2020 as reflected in the attached 'Modified Salary Table Effective FFPP after July 1, 2020'."***

- C. "Article 29. Duration, Section 29.1 Term" of the MOU is hereby amended to read as follows:

***"This agreement shall be in full force and effect from July 1, 2017 to June 30, 2020June 30, 2021."***

IAFF agrees to begin successor agreement negotiations in a timely manner upon request by the City."

MOU between the City of Pinole and International Association of Firefighters (IAFF) Local 1230  
July 1, 2017 – June 30, 2020

SIDE LETTER OF AGREEMENT  
CONTRACT EXPIRATION EXTENSION

IV. General Provisions

- A. This Side Letter of Agreement is contingent upon approval by the City Council of the City of Pinole. Upon adoption of this Side Letter of Agreement by the City Council of the City of Pinole, the Parties' respective duty to meet and confer regarding the terms and conditions of employment set forth in the Parties' MOU shall be deemed to have been exhausted and concluded for the revised term of the MOU.
- B. This Side Letter will take effect immediately upon approval by the City Council of the City of Pinole.
- C. The written terms herein embody the entire Side Letter of Agreement between the Parties, all other terms and conditions of the MOU remain unchanged.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**CITY OF PINOLE**

\_\_\_\_\_  
Andrew Murray, City Manager

\_\_\_\_\_  
Date

**IAFF LOCAL 1230**

\_\_\_\_\_  
Steven Dorsey

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vince Wells, President IAFF

\_\_\_\_\_  
Date

\_\_\_\_\_  
Larry Menth, Chief Negotiator IAFF

\_\_\_\_\_  
Date



## City of Pinole Salary Ranking

FY 2026-27	1.000	1.000	1.000	1.000	1.000	1.000	1.000			
<b>Bargaining Unit</b>	<b>A</b>	<b>A</b>	<b>B</b>	<b>B</b>	<b>C</b>	<b>C</b>	<b>D</b>	<b>D</b>	<b>E</b>	<b>E</b>
	<b>Monthly</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Hourly</b>
<b>LOCAL 1230 @ 07/08/19</b>										
Firefighter	6,326.65	26.0714	6,642.99	27.3749	6,975.14	28.7437	7,323.91	30.1809	7,690.11	31.6900
Firefighter/Paramedic	6,959.31	28.6785	7,307.29	30.1124	7,672.66	31.6181	8,056.30	33.1990	8,459.12	34.8590
Fire Engineer	7,263.25	29.9310	7,626.42	31.4276	8,007.75	32.9990	8,408.14	34.6489	8,828.56	36.3814
Fire Captain	8,037.37	33.1210	8,439.25	34.7771	8,861.22	36.5160	9,304.29	38.3418	9,769.51	40.2590

## City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
<b>TRAINEE - BENEFITTED @ 07/08/19</b>										
<b>PART-TIME</b>										
Fire Academy Recruit (EMT-1)		28.2070								
Fire Academy Recruit (EMT-P)		32.8499								

City of Pinole

# MEMORANDUM OF UNDERSTANDING



Between the City of Pinole and the  
International Association of Firefighters Local 1230

July 1, 2017 to June 30, 2020

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS – LOCAL 1230**  
**MEMORANDUM OF UNDERSTANDING**

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**ATTACHMENT A. SALARY SCHEDULE**

**ATTACHMENT B. RESOLUTION**

**CITY OF PINOLE**  
**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**  
**LOCAL 1230**

**MEMORANDUM OF UNDERSTANDING**

**JULY 1, 2013 TO JUNE 30, 2017**

**PREAMBLE**

This Memorandum of Understanding is entered into this 4th day of November, 2014 by and between the City of Pinole, hereinafter referred to as the CITY, and Local 1230, International Association of Firefighters, hereinafter referred to as the UNION. It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours and other conditions of employment.

**DEFINITIONS**

1. "City" referred to herein shall be the City of Pinole.
2. "Union" referred to herein shall be the International Association of Firefighters, Local 1230.
3. "Employee" referred to herein shall be full-time employees of the City of Pinole as illustrated in Article 1 of this Memorandum of Understanding.
4. "Agreement" referred to herein shall be this Memorandum of Understanding between the City and the Union.



## **ARTICLE 1. RECOGNITION**

### **1.1 Recognition.**

Pursuant to and in accordance with all applicable provisions of the California Government Code Sections 3500 and 3510 as amended, the City recognizes the Union as the majority representative for purposes of Meet and Confer with respect to wages, hours and other terms and conditions of employment. The Union represents the following classes:

Fire Captain  
Fire Engineer  
Firefighter  
Firefighter/Paramedic

City retains its management rights in accordance with Article 2.

## **ARTICLE 2. MANAGEMENT RIGHTS**

### **2.1 Management Rights.**

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

- a. The right to determine the mission of the City, including without limitation, the City's agencies, departments, divisions, boards, and commissions;
- b. The right of full and exclusive control of the management of the City; supervision of all operations; determinations of methods, means, locations and assignments of performing all work; and the composition, assignment, direction, location and determination of the size and mission of the work force;
- c. The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position (s) within the City;
- d. The right to review and inspect, without notice, all City-owned facilities, including without limitation, desktop computers, work areas and desks, email, computer storage drives, voicemail systems, as well as filing cabinet systems;
- e. The right to change or introduce different, new or improved operations, technologies, methods or means regarding any City work, and to contract out for work;

- f. The right to establish and modify qualifications for employment, including the content of any job classification, job description or job announcement, and to determine whether minimum qualifications are met;
- g. The right to maintain and modify the City's Pay and Classification Plan subject to "meet and confer" requirements;
- h. The right to establish and enforce Employee Performance Standards and Employee Performance Evaluations;
- i. The right to schedule and assign work, make reassignments and assign overtime work;
- j. The right to hire, fire, promote, reassign, transfer, release, discipline, layoff, terminate, demote, suspend or reduce in step or grade all employees;
- k. The right to establish and modify bargaining units and to assign new or amended job classifications to particular bargaining units;
- l. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully in good faith regarding any City investigation; and
- m. The right to maintain orderly, effective and efficient operations.

### **ARTICLE 3. DUES DEDUCTION**

#### **3.1 Dues Deduction Subject to Authorization.**

The City shall deduct, once a month, the amount of Union dues specified by the Union under the authority of an authorization card furnished by the Union and signed by the employee. The form of said authorization card must be approved by the City prior to its use. Said deduction shall be forwarded promptly to the Union office. No authorization shall be allowed for payment of initiation fees or fines.

#### **3.2 Dues Increase/Insufficient Pay.**

In the event the Union members vote to increase union dues, the Union shall notify the City at least thirty (30) days prior to the effective date of the dues increase. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in a non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deduction shall be made. In this circumstance, all other legal and required deductions have priority over Union dues.

### **3.3 Hold Harmless Clause.**

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

## **ARTICLE 4. UNION REPRESENTATIVES**

### **4.1 Shop Stewards.**

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

### **4.2 Time Off for Meet and Confer - Stewards.**

The City shall afford said stewards reasonable time off during working hours without loss of compensation or other benefits when formally meeting on matters within the scope of representation with City representatives; provided however, that said time is scheduled, and approved by the Fire Chief or his/her designee, so as not to interfere unduly with the workload and job requirements,. Further, that such time afforded under this provision shall be devoted only to matters within the scope of representation.

### **4.3 Meet and Confer - Committee.**

The Union may also designate a committee to meet and confer with the City's representatives regarding matters within the scope of representation. A maximum of two members of said committee shall be afforded reasonable time off during working hours without loss of compensation or other benefits, upon approval by the Fire Chief and/or his/her designee, while formally meeting and conferring within the scope of representation.

### **4.4 Notification of Supervisor.**

Union stewards engaged in such activities shall first obtain approval from the Fire Chief and/or his/her designee before leaving their assigned work areas on such business.

## **ARTICLE 5. SALARIES AND INCENTIVE PAYS**

### **5.1 Salaries.**

a. Effective the first full pay period following ratification by the Association and approval by the Council, employees shall be entitled to a 3% wage increase.

b. Effective the first full pay period following July 1, 2018, employees shall receive a 3% wage increase.

c. Effective the first full pay period following July 1, 2019, employees shall receive a 3% wage increase.

### **5.2 EMS Quality Improvement Coordinator Incentive Pay.**

The employee, who is assigned by the Fire Chief to perform the duties of Emergency Medical Services Coordinator, shall be compensated, in addition to his or her normal monthly base salary, an additional amount of \$250 per month. This shall not be included in the hourly rate of pay for overtime purposes.

## **ARTICLE 6. MEDICAL INSURANCE**

### **6.1 Medical Insurance Provided.**

During the term of the MOU agreement, the City shall provide medical insurance coverage for all represented employees by enrolling them in the CalPERS Health Care Program.

### **6.2 Medical Insurance Premium.**

a. The City shall contribute toward full-time regular employees' health premiums as indicated below:

b. Effective January 1, 2018, the City's maximum contribution to health insurance premiums shall increase to the 2017 Kaiser rates for each applicable category (1-party, 2-party or family) through December 31, 2018.

c. Effective January 1, 2019, the City's maximum contribution to health insurance premiums shall further increase to the 2018 Kaiser rates for each applicable category (1-party, 2-party or family).

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

### **6.3 Retiree Medical Insurance.**

The City will contribute toward retiree health premiums as follows:

- Existing retirees retain their retiree health contribution rate.
- Employees hired before September 1, 2010 receive a City contribution toward their retiree health premium equal to that provided to current active employees. Employees hired before September 1, 2010 shall be offered the option to opt into the vesting program as soon after the program implementation as allowed per CalPERS regulations.
- Employees hired on or after September 1, 2010 receive a City contribution toward their retiree health premium in an amount as described by Government Code Section 22893 (the PERS vesting schedule). Government Code Section 22893 currently reads as follows:
  - (a) Notwithstanding Section 22892, the percentage of employer contribution payable for postretirement health benefits for an employee of a contracting agency subject to this section shall, except as provided in subdivision (b), be based on the member's completed years of credited state service at retirement as shown in the following table:

Credited Years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

This subdivision shall apply only to employees who retire for service and are first employed after this section becomes applicable to their employer, except as otherwise provided in paragraph (6). The application of this subdivision shall be subject to the following provisions:

(1) The employer contribution with respect to each annuitant shall be adjusted by the employer each year. Those adjustments shall be based upon the principle that the employer contribution for each annuitant may not be less than the amount equal to 100 percent of the weighted average of the health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is

applied, for the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. For each annuitant with enrolled family members, the employer shall contribute an amount required for enrollment of those family members, during the benefit year to which the formula is applied, in the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. Only the enrollment of, and premiums paid by, state employees and annuitants enrolled in basic health benefit plans shall be counted for purposes of calculating the employer contribution under this section.

(2) The employer shall have, in the case of employees represented by a bargaining unit, reached an agreement with that bargaining unit to be subject to this section.

(3) The employer shall certify to the board, in the case of employees not represented by a bargaining unit, that there is not an applicable memorandum of understanding.

(4) The credited service of an employee for the purpose of determining the percentage of employer contributions applicable under this section shall mean state service as defined in Section 20069, except that at least five years of service shall have been performed entirely with that employer.

(5) The employer shall provide the board any information requested that the board determines is necessary to implement this section.

(6) The employer may, once each year without discrimination, allow all employees who were first employed before this section became applicable to the employer to individually elect to be subject to the provisions of this section, and the employer shall notify the board which employees have made that election.

(b) Notwithstanding subdivision (a), the contribution payable by an employer subject to this section shall be equal to 100 percent of the amount established pursuant to paragraph (1) of subdivision (a), on behalf of any annuitant who either:

(1) Retired for disability.

(2) Retired for service with 20 or more years of service credit entirely with that employer, regardless of the number of days after separation from employment. The contribution payable by an employer under this paragraph shall be paid only if it is greater than, and made in lieu of, a contribution payable to the annuitant by another employer under this part. The board shall establish application procedures and eligibility criteria to implement this paragraph.

(c) This section does not apply to any contracting agency, its employees, or annuitants unless and until the agency files with the board a resolution of its governing body electing to be so subject. The resolution shall be adopted by a majority vote of the governing body and shall be effective at the time provided in board regulations.

#### **6.4 Medical In-Lieu.**

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

- One-party coverage = \$225
- Two-party coverage = \$450
- Family coverage = \$600

Part-time regular employees working at least 20 hours per week shall be entitled to a pro-rated payment based on the percentage of hours regularly scheduled to work in relation to full-time.

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

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

Employees receiving medical redirect who intend to retire are responsible for reinstituting health care coverage under the PERS plan one year prior to retirement in order to be eligible for health care coverage during retirement, pursuant to current PERS regulations.

### **ARTICLE 7. DENTAL INSURANCE**

#### **7.1 Dental Insurance.**

During the term of this agreement, the City agrees to provide dental insurance for each represented employee plus Family coverage if desired. Effective the first full month following Council approval of this MOU and subsequent processing of the change, the City will provide a dental insurance plan with a maximum annual benefit payout of \$1,500 per year. Selection of the carrier shall be at the discretion of the City.

#### **7.2 Orthodontic Insurance.**

During the term of this agreement, the City agrees to pay the premium for the employee plus family coverage if desired. Selection of the carrier shall be at the discretion of the City.

## **ARTICLE 8. LIFE INSURANCE**

### **8.1 Life Insurance.**

Upon commencement of this agreement, the City agrees to provide group term life insurance in the amount of \$40,000 per employee in the Fire-Local 1230. Selection of the carrier shall be at the discretion of the City. During the term of this agreement, the City also agrees to pay for all premium increases to life insurance coverage of \$40,000 per year per employee in Fire Local 1230.

### **8.2 Long-Term Disability Insurance.**

The City agrees to pay at its own expense the monthly premium for Long-Term Disability insurance with the California Association of Professional Firefighters Long Term Disability Insurance Program for each represented employee during the term of this agreement.

## **ARTICLE 9. VISION INSURANCE**

### **9.1 Vision Insurance.**

During the term of this agreement and effective the first of the month following contract execution, the City agrees to pay the premium for full family vision care coverage. The City provided plan shall provide for a \$20 co-payment for examination and a \$20 co-payment for materials. Selection of the carrier shall be at the discretion of the City.

## **ARTICLE 10. EDUCATION INCENTIVE AND CERTIFICATE/DEGREE PAY**

### **10.1 Statement of Purpose.**

The City shall provide an educational incentive pay program, the purpose of which is to encourage members of this bargaining unit to avail themselves of educational and training opportunities in fire science or other job related courses of study. Additional compensation will be provided to those fire personnel who qualify.

### **10.2 Education Incentive Pay.**

After completing one (1) year of service with the City, an employee may participate in the Education Incentive Program. To be eligible, an employee must satisfactorily complete three or more semester units in qualifying job-related courses as approved by the Fire Chief and the City Manager.



### **10.3 Amount of Education Incentive.**

Upon completion of the units described above, and with a passing grade of "C" or better, or, if taken on a pass-fail basis, a pass, the employee is eligible to receive \$25 per month incentive pay for the next 12-month period, beginning with the first full pay period immediately following receipt of credit.

### **10.4 Maximum Amount of Education Pay in a Given Month.**

An employee may not receive more than \$25 in Education Incentive Pay in any given month. An employee may, however, re-qualify for education incentive pay in subsequent years by taking three or more semester units in qualifying job-related courses as approved by the Fire Chief and the City Manager.

### **10.5 Other Provisions.**

All education or other training programs approved under this program shall be completed on an employee's own time and expense

### **10.6 Certificate/Degree Pay.**

Qualifying employees shall be entitled to educational incentive pay as specified below:

- |  |                    |
|--|--------------------|
| <input type="checkbox"/> Fire Officer Certificate or 30 units* | \$22.50 per month  |
| <input type="checkbox"/> Associate of Arts/Science Degree      | \$75.00 per month  |
| <input type="checkbox"/> Bachelor of Arts/Science Degree       | \$150.00 per month |

\* Course must be from accredited public or private educational institutions.

### **10.7 Eligibility.**

To be eligible to receive Educational Incentive/Certificate/Degree Pay listed above, it must not be a requirement of the job, employees must possess and provide verification of units, certificates and/or degrees to the City Human Resources Department. All courses must be part of an approved curriculum at an accredited institution of higher learning that leads to a certificate or degree in fire science, public administration, business administration, or other job related courses of study. The Fire Chief and the City Manager must approve these courses. All represented Union members of the Pinole Fire Department shall be required to have been so employed for a minimum of three (3) years before becoming entitled to receive benefits under this section.

### **10.8 No Compounding.**

The Certificate/Degree Pay shown in Section 10.6 above does not compound. In other words, should an employee receive an FOC, then an AA degree, and finally a BA degree, that employee will be compensated only for the BA degree, based on the above schedule.

## **ARTICLE 11. PARAMEDIC INCENTIVE PAY**

### **11.1 Statement of Purpose.**

The City shall provide a monthly incentive pay program for those employees who have obtained certification as a paramedic as recognized by the Contra Costa County Department of Emergency Medical Services. The purpose of which is to encourage members of this bargaining unit to avail themselves to provide a higher level of medical response to the community. Additional compensation will be provided to those Fire personnel who qualify.

### **11.2 Firefighter/Paramedic Pay.**

The City, at its discretion, may choose to only hire entry-level employees in the Firefighter/Paramedic classification. The pay range has been adjusted to reflect an additional 10% of base salary above the Firefighter classification for each employee in this classification. Maintenance of paramedic certification as recognized by the Contra Costa County Department of Emergency Medical Services shall be a condition of employment for any employee in this classification.

### **11.3 Firefighter/Paramedic Eligibility.**

To be eligible to receive paramedic incentive pay, employees must possess and provide verification of the following within six months of employment to the Fire Chief and Human Resources Department:

- Contra Costa County Emergency Medical Services Paramedic Certificate; and
- California State Paramedic License.

Certification must be current and maintained from Contra Costa County Department of Emergency Medical Services. Employees, who are hired with paramedic certification from another entity, must present validation to the Fire Chief that the certification has reciprocity with Contra Costa County Department of Emergency Services standards.

In addition to the above, the incentive pay will be payable from the first shift of actual work in the first full pay period following submission of the documentation with the Fire Chief and Human Resources Department. Further, the EMT pay incentive will not compound with the Paramedic Incentive Pay.

### **11.4 Incumbent Employees Who Become Paramedics.**

Any incumbent employee, who was hired prior to July 31, 2005 and becomes a paramedic, shall serve a minimum time commitment of five (5) years. These employees shall not be required to maintain paramedic certification as a condition of employment. Employees in this category, who fail to maintain paramedic certification, will

automatically be placed in the Firefighter classification and no paramedic pay will be provided therein.

**11.5 Incumbent Firefighters Choosing to Withdraw From Firefighter/Paramedic Status.**

Any incumbent Firefighter hired prior to July 31, 2005, who becomes a paramedic and decides to withdraw from the paramedic program after his/her five year commitment is fulfilled, shall give the Fire Chief no less than 90 calendar days notice of his/her intention to withdraw. The employee choosing to withdraw from the program will be granted a release at the earliest date possible providing that a minimum of six Firefighter/Paramedics are employed by the City in order to provide the Advanced Life Support (ALS) system as required by the Contra Costa County Emergency Services.

**11.6 Incumbent Engineers With Paramedic Certification.**

Any incumbent employee in the Engineer classification, who has their State and County paramedic certification, is eligible for the 10% paramedic pay differential. This amount shall not be rolled into base salary, but will be included in their hourly rate for overtime rate purposes.

**11.7 Promotion of Firefighter/Paramedic to Engineer.**

Any Firefighter/Paramedic who promotes to Engineer shall be required to maintain their paramedic certification for a period of five years. The City through the Fire Chief, will have the sole discretion to determine the composition of paramedic staffing.

**ARTICLE 12. DIFFERENTIAL PAY FOR CAPTAINS SERVING AS BATTALION CHIEF**

**12.1 Statement of Purpose.**

The City shall provide an incentive pay program for those employees with the rank of Captain, who have been requested and approved by the Fire Chief to serve as the Battalion Fire Chief in his or her absence. The purpose of this program is to provide an opportunity for Captains to gain additional management experience and to provide overall management coverage of operational and tactical response requirements when the Fire Chief is absent and has so directed. Additional compensation will be provided to those fire personnel who qualify.

**12.2 Battalion Chief Differential Pay.**

The City shall pay the employee assigned as the Battalion Chief, an additional 10% of their hourly base rate of pay for actual hours worked on a 24-hour shift after the first four hours of each shift serving in this capacity.

### **12.3 Battalion Chief Incentive Pay Eligibility.**

To be eligible for Battalion Chief Differential Pay, an employee must possess a minimum of 48 months of experience as a Captain, State fire officer certification, and a minimum of at least 30 fire science units from an accredited school.

## **ARTICLE 13. CLOTHING ALLOWANCE**

### **13.1 Statement of Purpose.**

The City shall provide a clothing allowance to each represented employee for uniform accessories, and the maintenance thereof. Employees are required to keep uniforms and accessories in a clean and presentable condition.

### **13.2 Intent.**

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

### **13.3 Clothing Allowance.**

Effective July 1, 2015 the annual clothing allowance shall be \$800 per year. The clothing allowance is paid twice annually, one-half (1/2) in June and one-half (1/2) in December. Newly hired employees shall be eligible for a pro-rated start-up uniform allowance.

The City will reimburse newly hired employees up to \$200 dollars for the purchase of a Class A jacket.

### **13.4 Repair and Replacement.**

The City agrees to repair or replace uniforms damaged in the line of duty. The Fire Chief shall determine if replacement under this section is warranted.

## **ARTICLE 14. MINIMUM STAFFING**

### **14.1 Minimum Staffing.**

The City will maintain staffing of three (3) personnel assigned to each active Engine Company. The personnel shall consist of one (1) Captain, one (1) Engineer and one (1) Firefighter per active Engine Company. The number of Engine Companies running per day shall be determined by the Fire Chief or his/her designee.

## **ARTICLE 15. WORK SCHEDULE AND OVERTIME**

### **15.1 Basic Work Schedule.**

A duty shift will be a period of 24 consecutive hours. A scheduled rotation will occur after two shifts (48 hours), followed by 96 hours off. This will result in 10 hours of scheduled overtime per 24-day FLSA work period.

**Holiday Period:** In the event the same shift is scheduled to work both Christmas Eve and Christmas Day in the same year, the shift scheduled to work December 23<sup>rd</sup> will be exchanged with the shift scheduled to work December 24<sup>th</sup>, unless this impacts the FLSA cycle. If the FLSA cycle would be impacted by exchanging the shifts scheduled to work December 23<sup>rd</sup> and 24<sup>th</sup>, the shift scheduled to work December 25<sup>th</sup> will be exchanged with the shift scheduled to work December 26<sup>th</sup>.

**Emergency Situations:** At any time during a major emergency or disaster, the Chief retains the right to change schedules to meet the needs of the emergency.

**Maximum Continuous Duty:** The maximum allowable continuous duty hours are capped at 120 hours (mandatory shifts, voluntary shifts & shift trades combined), with a minimum 12-hour period thereafter before the employee returns to duty. An exception to the maximum continuous duty may be approved by the Chief.

**Minimum Time Off:** Vacation, comp-time, holiday, and sick leave may be scheduled only in blocks of 12 or 24 hours, except as required by state, local or Federal law. The Chief may also approve exceptions to minimum time off.

### **15.2 Overtime Defined.**

#### **Regular Overtime**

Regular overtime is defined as any time worked in excess of the regular work schedule based on an average 56-hours workweek within the fourteen (14) day pay period.

#### **FLSA Overtime**

FLSA overtime shall be defined as ten (10) hours per twenty-four (24) day work period. The FLSA overtime payment will also include the differential pay between the employee's base salary and "regular rate" of pay, as defined in the FLSA, for all regular overtime hours worked in the work period. All FLSA overtime compensation shall be paid in accordance with the provisions of the Fair Labor Standards Act.

This section (15.2) is not intended to provide overtime compensation for hours picked up through employee arranged shift trades/shift substitutions.

### **15.3 Overtime Compensation.**

Time spent in paid leave status (vacation, sick leave or comp time) shall count toward the hours worked threshold for eligibility for FLSA overtime.

### **15.4 Unscheduled Call Back Pay.**

Employees called out to perform unscheduled work, which results in said employees working in excess of 192 hours in the 24-days period, shall be compensated for at least three (3) hours of pay at the rate of one and one-half times their basic hourly rate commencing at the time the employee reports for work.

## **ARTICLE 16. SALARY FOR WORK IN HIGHER JOB CLASSIFICATION**

### **16.1 Salary for Work in Higher Job Classification.**

In the event an employee is assigned and performs the duties of a higher job classification, said employee shall be paid after the first four (4) hours of such assignment at the lowest step of the salary range for the higher job classification. This step should reflect at least a 5% (five percent) increase from his or her current rate of monthly pay from and including the first hour, provided that the highest step of the salary range for the higher job classification shall not be exceeded.

## **ARTICLE 17. HOLIDAYS**

### **17.1 Holiday Pay.**

All represented shift employees shall receive, in lieu of holiday time off, twelve (12) hours of pay at time and one-half of their basic hourly rate for each holiday set forth in Section 17.2 below, plus three hours of compensation at one and one-half time.

### **17.2 Holidays Designated.**

During the term of this agreement, the recognized holidays shall be as follows:

January 1	New Year's Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	Washington's Birthday
Last Friday in March	Caesar Chavez Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving
Fourth Friday in November	Day after Thanksgiving
December 25	Christmas

In addition to the above, employees shall be granted four hours of a floating holiday which will be paid to employees on the first full paid period in December of each year.

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

### **17.3 Holidays Proclaimed by President or Governor.**

Every day proclaimed by the President or Governor as a public fast, Thanksgiving or holiday shall likewise be considered a holiday for pay purposes.

## **ARTICLE 18. VACATION**

### **18.1 Vacation Accrual.**

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

Years of Service	Hours Accrued Per year	Maximum Accrual (Hrs)
0 to 4 years service	151	302
5 to 9 years service	226	452
10 to 14 years service	265	530
15+ years service	302	604

The maximum vacation accrual amount allowed shall be twice the annual entitlement, as shown above. Once an employee reaches their vacation accrual maximum they will no longer accrue vacation leave until such time as they reduce their balance below the cap.

### **18.2 Unpaid Leave.**

In computing vacation time, no vacation leave shall be earned during leaves of absence without pay or during disciplinary actions resulting in unpaid leave.

### **18.3 Vacation Buy-Back.**

An employee with three (3) years of minimum service has the option to buy back fifty-two (52) hours of vacation per calendar year, provided said employee has at least a minimum of 160 hours of vacation accumulated.

## **ARTICLE 19. SICK LEAVE**

### **19.1 Eligibility.**

Sick leave will be accrued on a monthly basis for each month in which a represented employee is in a pay status for at least five 24-hours shifts.

### **19.2 Sick Leave Rate/Maximum Accrual.**

Represented employees shall accrue sick leave at a rate of 18.75 hours per month.

### **19.3 Notification of Absence.**

When an employee finds it necessary to be absent for illness or injury, the employee must notify the shift supervisor of the specific conditions, necessitating the absence of at least one hour prior to the beginning of his or her shift.

### **19.4 Illness While on Duty.**

In the event an employee becomes ill while on duty, the employee shall make every effort to obtain permission to leave work from his or her supervisor after having provided to the supervisor an indication of the specific conditions, necessitating his or her leaving work.

### **19.5 Lack of Notification.**

Sick Leave shall not be granted unless the provisions of Sections 19.3 and 19.4 as outlined above are met, except that the Fire Chief may grant an exception to these provisions upon reasonable proof of extenuating circumstances.

### **19.6 Other Requirements.**

Except as provided above, other provisions regarding sick leave use shall be provided in the City Personnel Rules.

## **ARTICLE 20. BEREAVEMENT LEAVE**

### **20.1 Bereavement Leave.**

Any employee who is absent from work by reason of the death of a member of his/her immediate family may be allowed a leave of absence with full pay not to exceed five (5) workdays per incident. However, when it is reasonable and necessary, good cause is shown, and upon approval of the Fire Chief, three (3) additional days may be granted to such leave. In order to receive compensation while absent on bereavement leave, the employee shall notify his/her immediate supervisor or the Fire Chief prior to the time set to begin his/her next shift.



For purposes of this section immediate family shall be defined to include spouse or registered domestic partner, child or stepchild, father, mother, step father, step mother, grandfather, grandmother, grandchild, brother, sister, step sister, step brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law of the employee.

## **ARTICLE 21. PUBLIC EMPLOYEE RETIREMENT SYSTEM**

### **21.1 Public Safety Plan Defined.**

The City currently participates through a contract with the Public Employees Retirement System (CalPERS). For Public Safety Employees, the contract offers the following options:

Retirement Plan Employees hired on or before December 31, 2012

- **Military Buy Back**  
The choice to participate in the PERS Military Buy Back program is solely at the discretion and cost of the employee.
- **Third Level 1959 Survivors Benefits**  
This benefit was conditioned on the unit employees paying any increased cost incurred by the City as a result of the PERS contract amendment. In the event the City's Employer Contribution Rate to PERS is increased as a result of the provision of this benefit, the Union agree to pay any initial cost and ongoing cost of the increase.
- **Single Highest Year Compensation Formula**
- **Service Credit for Unused Sick Leave**
- **3% at 55 Retirement Plan**

Retirement Plan Employees hired on or after January 1, 2013, and subject to the Public Employees' Pension Reform Act of 2013 ("PEPRA").

- Average of the three highest years of compensation
- 2.7% at 57 Retirement Plan

### **21.2 Employee Contribution Rate Paid by the City.**

For "classic" employees as defined by PEPRA and CalPERS, employees shall pay the full nine percent (9%) CalPERS Employee Contribution Rate.

In accordance with PEPRA, employees hired on or after January 1, 2013 that are "New Members" as defined by PERPA and CalPERS will be responsible to pay their contribution to PERS equal to 50% of the total normal cost for their defined Plan as determined by CalPERS.

### **21.3 CalPERS Employer Contribution Rate Sharing Formula For Classic Employees.**

Both the City and Local 1230 acknowledge that the Employer's portion of the CalPERS Contribution Rate is set annually by the CalPERS Board of Directors and that this rate is flexible depending upon market conditions and actuarial calculations. The City and Fire Local 1230 agree that the Employer Contribution Rate portion of the 3% at 55 CalPERS formula will continue to be a shared cost between the City and Classic Employees as outlined below:

- a. The City agrees to increase the baseline rate by 4.5% effective the first full pay period after January 1, 2018 following ratification by the Association and adoption by the City Council. The established maximum Employer Contribution baseline rate is 16% (11.5% + 4.5%).
- b. Should the annual Employer's Contribution Rate increase above 16%, the City and the Union will share equally (50/50) the difference. Should it fall below 16% the City shall pay the entire Employer Contribution Rate.

The parties also agree that the cost sharing agreement on the employer rate does not sunset when this MOU expires, absent City agreement. This provision is without prejudice to Local 1230's right to make proposals in the future to change the cost sharing arrangement or modify employees' PERS contribution obligations.

## **ARTICLE 22. LIGHT DUTY**

### **22.1 Light Duty**

The City shall have the discretionary right to require or to not assign persons to light duty consistent with employees' medical restrictions as concluded by an appropriate medical professional. For persons receiving 4850 pay for whom an industrial injury is the reason they are unable to perform the essential functions of their position, the City agrees that such persons assigned to work light duty shall only do so within/for the Fire Department and shall continue to accrue sick leave and vacation at the same rate as if working a shift schedule. For persons who are unable to perform the essential functions of their position for a non-industrial medical reason, such persons may be assigned to light duty where needed within the City and shall accrue vacation and sick leave at a rate of 0.714 the accrual rate of a shift employee consistent with the fact the person is working an average of 0.714 hours as many hours as a shift employee (40/56 hours per week or 2,080/2,912 hours per year). The City agrees to discuss the particulars of any Light Duty Policy it intends to adopt consistent with the rights and rules already in effect under this provision prior to adopting such Light Duty Policy.

## **ARTICLE 23. GRIEVANCE PROCEDURES**

### **23.1 Grievance Definition.**

A grievance is any dispute which involves the claimed violation, the (mis)interpretation or (mis)application of these Personnel Rules, Memorandums of Understanding, or department rules and regulations, resolutions, or ordinances. A grievant may be an employee, or any group of employees, or a represented bargaining unit. Disciplinary actions, performance evaluations, and other proceedings for which there are alternative appeal procedures or statutory remedies are not grievable.

### **23.2 Grievance Procedure.**

A grievance shall be processed in the following manner:

#### **Step 1.**

Within fourteen (14) days of the event or discovery of the event giving rise to the grievance, the grievant will discuss the grievance verbally with the grievant's immediate supervisor. The grievant will clearly state that a grievance is being initiated, and the parties will discuss the matter and attempt to resolve the grievance. For good and sufficient reason, the grievant may initiate the grievance at Step 2.

#### **Step 2.**

If the grievance is not resolved in Step 1, the grievance shall be reduced to writing and presented to the department head within fourteen (14) days (28 days of the event or discovery of the event giving rise to the grievance). The written grievance shall contain the following:

1. name of grievant(s);
2. mailing address(es);
3. a clear statement of the nature of the grievance (citing applicable sections of rules, regulations, resolutions, ordinances or existing practices);
4. the date(s) on which the event(s) giving rise to the grievance occurred;
5. a proposed resolution to the grievance;
6. the date of execution of the grievance letter/memo;
7. the signature of the grievant(s);
8. the signature of the bargaining unit representative, if such a representative is representing the grievant(s);

9. the date of the discussion meeting in Step 1 and the name of the supervisor involved.

The department head will investigate the grievance and confer with the grievant(s) in an attempt to resolve the grievance. The department head will issue his/her decision regarding the grievance in writing within fourteen (14) days of receipt of the written grievance.

**Step 3.**

If the grievance is not resolved by the department head's decision in Step 2, the grievant(s) may appeal the written grievance to the City Manager or designee (other than the supervisor and/or department head involved) within fourteen (14) days of receipt of the department head's decision in Step 2. The City Manager or designee will investigate the grievance, confer with persons affected and their representatives, if any, to the extent he/she deems necessary and render a decision within fourteen (14) days of receipt of the written appeal. The City Manager's or designee's decision shall be final.

**23.3 General Conditions of Grievances.**

1. The Human Resources Director will act as a central repository for all Step 2 and Step 3 grievance records.
2. Any time limit may be extended only by mutual agreement in writing.
3. An aggrieved employee may be represented by another individual at any stage of the proceedings at his/her request. Both employee and representative (if employed by City) will be entitled to attend proceedings without loss of compensation, should such proceeding conflict with employee's and/or representative's normal working hours.
4. Proposals to add to or change these Personnel Rules shall not be considered under this section, and no proposal to modify, amend, or terminate any Memorandum of Understanding between the City and a collective bargaining unit may be considered under this section.
5. Failure by the grievant or grievant's representative to initiate or appeal a grievance within the prescribed time limits shall waive the right of the grievant, the grievant's representative, and the grievant's collective bargaining unit (if any) to initiate or appeal a grievance. In the case of an appeal, the last answer to the grievance shall be deemed to be the resolution to the grievance. Failure of the City to respond to a grievance within the prescribed time limits shall be cause for the grieving party to automatically move the grievance to the next step.

## **ARTICLE 24. BULLETIN BOARDS**

### **24.1 Bulletin Boards.**

All notices, messages, announcements, and other documents relating to activities of the Union or Union members shall be posted only on the bulletin board(s) designated for this purposes.

- All materials must be dated and must identify the organization that published them.
- Postings will be done by Union members and such posted material shall be removed only by Union members.
- Materials that the City considers objectionable may be removed by department management and, within three working days, such removal shall be brought to the attention of the local representative for the purpose of resolving the issue.

## **ARTICLE 25. DISCRIMINATION**

### **25.1 Prohibition of Discrimination.**

The City agrees not to discriminate against any represented employee for activity on behalf of, or membership in, the Union. The City and the Union agree that there shall be no discrimination against any represented employee because of sex, race, creed, religion, disability, age or political affiliation.

## **ARTICLE 26. SAVINGS CLAUSE**

### **26.1 Savings Clause.**

This Memorandum of Understanding includes all provisions relative to wages, hours, and other terms and condition of employment resultant from the meet and confer process. The parties recognize, however, that there may be practices and customs that are within the scope of representation as defined in Government Code Section 3504, (Meyers Milias Brown Act), which do not appear in this agreement.

The City and the Union agree that before undertaking to change any such practices or customs, the other party shall be notified of such a proposal, and the parties shall promptly meet and confer in good faith and endeavor to reach agreement regarding the proposal. Lacking an agreement by and between the Union and the City on such specific proposal, the practice or custom under consideration shall remain in effect as it existed prior to the reopening of meet and confer on said item.

## **ARTICLE 27. APPENDICES, AMENDMENTS AND EXHIBITS**

### **27.1 Appendices, Amendments and Exhibits.**

All appendices, amendments and exhibits to this agreement shall be numbered, dated, and signed by the responsible parties and shall be subject to all the provisions of this agreement.

## **ARTICLE 28. SEVERABILITY OF PROVISIONS**

### **28.1 Severability of Provisions.**

In the event that any provision of this Memorandum of Understanding is declared null and void by superseding Federal or State law, or determined by a court of competent jurisdiction to be illegal or unenforceable, such nullification, illegality or unenforceability shall not affect any other provision of this agreement, the balance of which shall continue in full force and effect. In such event, the parties hereto shall commence negotiations to insure that the superseded provision(s) shall be written to conform as closely as possible to the original intent.

## **ARTICLE 29. DURATION**

### **29.1 Term.**

This agreement shall be in full force and effect from July 1, 2017 to June 30, 2020.

IAFF agrees to begin successor agreement negotiations in a timely manner upon request by the City.

### **29.2 Reopening Clause.**

Notwithstanding the provisions of Article 21 herein, it is mutually agreed that ratification and approval of this Memorandum of Understanding relieves the Union and the City of any and all further obligations to meet and confer pursuant to Section 3500, et seq., of the California Government Code for the period covered by the Memorandum of Understanding. Meet and Confer sessions may, however, be reopened during the life of this Memorandum of Understanding by mutual consent of the Union and the City.

## **ARTICLE 30. AGENCY SHOP**

### **30.1 Implementation.**

Any employee hired by the City subject to this Memorandum of Understanding shall be provided with an authorization form. Said employee shall have five (5) working days following the initial date of employment to fully execute the authorization form of his or her choice and return said form to the City of Pinole Human Resources Department.

If the form is not completed properly and returned within five (5) working days, the City shall commence and continue payroll deduction of service fees from the regular pay warrants of such employee. The effective date of Union dues, service fee deductions or a charitable contribution for such employees shall be the beginning of the first pay period of employment.

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

### **30.2 Religious Exemption.**

Any employee of the City, subject to this Memorandum of Understanding, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Board, shall, upon presentation of verification of active membership in such religion, body, or sect, be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment.

Declarations of or application for religious exemptions and any supporting documentation must be submitted within fifteen (15) days of receipt by the City. The Union shall have fifteen (15) days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or his or her designee. If challenged, the deduction to the charity of the employee's choice shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this Article, charitable contributions mean a contribution to one of the following (non-secular/non-profit) charitable organizations:

- United Way;
- American Cancer Society; or
- American Red Cross

### **30.3 Financial Reports.**

The Union shall submit copies of the annual financial report required pursuant to the Labor-Management Disclosure Act of 1959 to the City Manager. Copies of such reports shall be available to employees subject to the Agency Shop requirements of this Article, at the offices of the Union. Failure to file such a report within 100 days of within close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until said report is filed.

### **30.4 Payroll Deductions and Payover.**

The City shall deduct Union dues or service fees and premiums for approved insurance programs from employee's pay in conformance with State and Local regulations. The City shall promptly pay to the designated payee all sums to be deducted. The City shall also provide a quarterly list to the Union of all persons making charitable deductions pursuant to the religious exemptions granted herein.

### **30.5 Programming Fee.**

The Union shall reimburse the City for actual, reasonable and necessary costs of programming in order to implement this Article.

### **30.6 Hold Harmless.**


The International Association of Firefighters shall indemnify and hold the City and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the City be required to pay from its own funds, union dues, service fees, or charitable contributions that the employee was obligated to pay, but failed to pay, regardless of the reasons.



**For the International Association of Firefighters Local 1230:**

  
Steven Dorsey

2/6/18  
Date

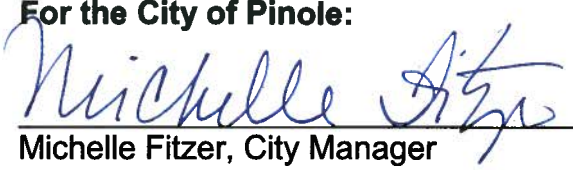
  
Vince Wells, President IAFF

2/06/17  
Date

  
Larry Menth, Chief Negotiator IAFF

1/10/18  
Date

**For the City of Pinole:**

  
Michelle Fitzer, City Manager

1/17/18  
Date

  
Hector De La Rosa, Assistant City Manager

1/17/18  
Date

  
Bruce Heid, IEDA, Lead Negotiator

1/24/18  
Date

## City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
<b>ELECTED @ 7/1/16 budget</b>										
City Treasurer	3,000 ANNUALLY									
Councilmember	6,750 ANNUALLY as of 1/2017									
<b>MANAGEMENT*</b>										
Assistant City Manager	16,328.38	94,2022 as of 07/10/2017								
City Clerk	9,463.13	54,5950 as of 12/25/2017								
City Manager	18,070.98	104,2557 as of 12/25/2017								
Development Services Director/ City Engineer	13,380.52	77,1953 as of 07/10/2017								
Finance Director	13,526.99	78,0403 as of 09/18/2017								
Fire Chief	14,489.94	83,5958 as of 07/10/2017								
Police Chief	15,585.53	89,9165 as of 09/18/2017								
<b>UNREPRESENTED/CONFIDENTIAL* @ 07/10/17 (unless otherwise noted)</b>										
Fire Battalion Chief	11,781.03	48,5482								
Human Resources Specialist	5,130.85	29,6011	5,387.40	31,0811	5,656.77	32,6352	5,939.62	34,2670	6,236.61	35,9804
Planning Manager	10,550.16	60,8663 as of 09/15/2017								
Police Lieutenant	10,300.01	59,4231								
Public Works Manager	7,728.78	44,5891								
Recreation Manager	5,298.85	30,5703	5,563.80	32,0988	5,841.99	33,7038	6,134.10	35,3890	6,440.81	37,1585
WWTP Manager	9,039.19	52,1492								
<b>LOCAL 1230 @ 01/22/2018</b>										
Firefighter	5,625.92	23,1837	5,907.22	24,3429	6,202.59	25,5601	6,512.72	26,8381	6,838.37	28,1801
Firefighter/Paramedic	6,188.51	25,5021	6,497.94	26,7772	6,822.85	28,1161	7,164.00	29,5220	7,522.20	30,9981
Fire Engineer	6,458.78	26,6159	6,781.73	27,9467	7,120.82	29,3440	7,476.87	30,8113	7,850.72	32,3519
Fire Engineer/Paramedic	7,104.67	29,2775	7,459.91	30,7414	7,832.92	32,2785	8,224.57	33,8925	8,635.81	35,5871
Fire Captain	7,147.16	29,4526	7,504.53	30,9253	7,879.76	32,4715	8,273.76	34,0952	8,687.46	35,8000
Fire Captain w/o EMT	7,007.02	28,8751	7,357.38	30,3189	7,725.26	31,8348	8,111.53	33,4266	8,517.11	35,0980
Fire Captain/Paramedic	7,861.87	32,3978	8,254.97	34,0177	8,667.73	35,7187	9,101.12	37,5046	9,556.19	39,3799
<b>PPEA @ 01/22/2018</b>										
Community Safety Specialist	4,281.21	24,6993	4,495.27	25,9343	4,720.04	27,2310	4,956.05	28,5926	5,203.86	30,0223
Dispatcher	4,868.77	28,0890	5,112.21	29,4935	5,367.83	30,9682	5,636.22	32,5167	5,918.04	34,1425
Lead Dispatcher	5,211.78	30,0680	5,472.38	31,5714	5,746.00	33,1500	6,033.31	34,8075	6,334.98	36,5480
Police Officer	6,171.43	35,6044	6,480.00	37,3846	6,804.01	39,2539	7,144.22	41,2166	7,501.44	43,2775
Police Sergeant	7,229.06	41,7061	7,590.52	43,7915	7,970.06	45,9811	8,368.57	48,2802	8,787.01	50,6943

## City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
<b>AFSCME @ 07/10/17</b>										
Accounting Specialist	5,284.77	30.4891	5,549.01	32.0135	5,826.47	33.6143	6,117.80	35.2950	6,423.70	37.0598
Building Inspector	5,469.36	31.5540	5,742.84	33.1318	6,029.99	34.7884	6,331.49	36.5278	6,648.07	38.3543
Sr. Building Inspector	6,016.27	34.7093	6,317.09	36.4448	6,632.95	38.2670	6,964.61	40.1804	7,312.85	42.1895
Cable Access Coordinator	5,837.25	33.6764	6,129.11	35.3603	6,435.58	37.1283	6,757.36	38.9848	7,095.24	40.9341
Environmental Analyst	5,469.36	31.5540	5,742.84	33.1318	6,029.99	34.7884	6,331.49	36.5278	6,648.07	38.3543
Management Analyst	5,498.27	31.7208	5,773.19	33.3068	6,061.85	34.9722	6,364.95	36.7209	6,683.21	38.5570
Public Works Specialist	5,498.27	31.7208	5,773.19	33.3069	6,061.86	34.9722	6,364.96	36.7209	6,683.21	38.5570
Recreation Coordinator	3,965.97	22.8806	4,164.27	24.0246	4,372.49	25.2259	4,591.12	26.4872	4,820.68	27.8116
Project Manager	5,344.80	30.8354	5,612.04	32.3772	5,892.65	33.9961	6,187.29	35.6959	6,496.66	37.4807
Senior Project Manager	6,187.30	35.6959	6,496.67	37.4808	6,821.51	39.3549	7,162.59	41.3226	7,520.73	43.3888
WWTP Operations Supervisor	6,432.13	37.1084	6,753.74	38.9639	7,091.44	40.9121	7,446.02	42.9578	7,818.33	45.1057
WPCP Supervisor	6,016.31	34.7095	6,317.14	36.4450	6,633.00	38.2673	6,964.66	40.1807	7,312.90	42.1898



## City of Pinalo Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
<b>LOCAL ONE @ 07/10/17</b>										
Accounting Technician	3,924.62	22,6420	4,120.85	23,7742	4,326.90	24,9629	4,543.25	26,2111	4,770.42	27,5216
Administrative Secretary	4,347.77	25,0833	4,566.17	26,3375	4,793.43	27,6544	5,033.11	29,0371	5,284.77	30,4890
Cable Access Technician	4,723.57	27,2514	4,956.75	28,6140	5,207.74	30,0447	5,468.14	31,5469	5,741.55	33,1243
Cook		15,8515		16,6441		17,4763		18,3501		
Community Service Officer	3,923.56	22,6359	4,119.74	23,7677	4,325.73	24,9561	4,542.02	26,2039	4,769.12	27,5142
Custodian	2,455.96	14,1690	2,578.76	14,8775	2,707.70	15,6214	2,843.09	16,4025	2,985.25	17,2226
Environmental Assistant	2,811.80	16,221905	2,715.00	17,0330	2,850.00	17,8847	2,993.00	18,7789	3,143.00	19,7179
Field Maintenance Mechanic	4,477.58	25,8322	4,701.47	27,1239	4,936.55	28,4801	5,183.38	29,9041	5,442.55	31,3993
Permit Technician	4,379.28	25,2651	4,598.25	26,5283	4,828.16	27,8548	5,069.58	29,2476	5,323.06	30,7100
PW Maintenance Worker	4,124.72	23,7964	4,330.96	24,9863	4,547.51	26,2356	4,774.89	27,5474	5,013.64	28,9248
PW Senior Maintenance Worker	4,478.89	25,8398	4,702.84	27,1318	4,937.99	28,4884	5,184.90	29,9129	5,444.15	31,4085
PW Maintenance Supervisor	5,603.05	32,3253	5,883.21	33,9416	6,177.37	35,6387	6,486.25	37,4207	6,810.57	39,2917
Police Property Specialist	3,923.55	22,6359	4,119.74	23,7677	4,325.73	24,9561	4,542.02	26,2039	4,769.12	27,5142
Police Records Specialist	3,924.62	22,6420	4,120.85	23,7742	4,326.90	24,9629	4,543.25	26,2111	4,770.42	27,5216
WWTP Operator	5,023.88	28,9839	5,275.08	30,4332	5,538.84	31,9548	5,815.79	33,5526	6,106.58	35,2303
WWTP Senior Operator	5,546.48	31,9989	5,823.81	33,5989	6,115.00	35,2789	6,420.76	37,0428	6,741.80	38,8950
WWTP Maintenance Mechanic	4,477.58	25,8322	4,701.47	27,1239	4,936.55	28,4801	5,183.38	29,9041	5,442.55	31,3993
WWTP Senior Maint. Mechanic	5,546.48	31,9989	5,823.81	33,5989	6,115.00	35,2789	6,420.76	37,0428	6,741.80	38,8950
WWTP Operator in Training	4,117.69	23,7559	4,323.58	24,9437						

## City of Pinole Salary Ranking

Bargaining Unit	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly
<b>TRAINEE - BENEFITED @ 07/10/17</b>										
<b>PART-TIME</b>										
Police Officer Trainee		27.5142								
<b>Interns</b>										
Intern		12.0000		13.0000		14.0000		15.0000		16.0000
<b>Police @ 01/01/2018</b>										
Crossing Guard		11.0000								
<b>Recreation @ 07/10/17</b>										
Cable Equipment Operator I		11.0709		11.6244		12.2056		12.8159		13.4567
Cable Equipment Operator II		14.1295		14.8360		15.5778		16.3567		17.1745
Recreation Leader		12.3036		12.9188		13.5648		14.2430		14.9552
Rental Facility Custodian		12.3340		12.9507		13.5982				
Rental Facility Senior Custodian		14.2781		14.9920		15.7416				
Senior Recreation Leader		14.9450		15.6923		16.4769		17.3008		18.1658
<b>Administration - 05/03/17</b>										
Records Management Administrator		60.0000								
<b>CONTRACT-Part Time</b>										
<b>Public Works @ 07/01/05</b>										
Park Caretaker		20.7000								

**RESOLUTION 2018-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE  
APPROVING THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF PINOLE AND INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS LOCAL 1230 (IAFF)  
FOR THE PERIOD OF JULY 1, 2017– JUNE 30, 2020**

**WHEREAS**, the Memorandum of Understanding between the City of Pinole and IAFF expired on June 30, 2017; and

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

**WHEREAS**, representatives of the City and IAFF reached a Total Tentative Agreement on December 28, 2017 for a successor Memorandum of Understanding for the period of July 1, 2017 through June 30, 2020, which was ratified by the membership of IAFF.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Pinole that it does hereby approve the Memorandum of Understanding between the City of Pinole and International Association of Fire Fighters Local 1230 (IAFF) for the period of July 1, 2017 – June 30, 2020, as provided in Attachment B, herein incorporated by reference, and the City Manager is authorized to execute this agreement.

**PASSED AND ADOPTED** at a regular meeting of the Pinole City Council held on the 16<sup>th</sup> day of January, 2018 by the following vote:

<b>AYES:</b>	<b>COUNCILMEMBERS: Banuelos, Long, Murray, Swearingen, Toms</b>
<b>NOES:</b>	<b>COUNCILMEMBERS: None</b>
<b>ABSENT:</b>	<b>COUNCILMEMBERS: None</b>
<b>ABSTAIN:</b>	<b>COUNCILMEMBERS: None</b>

I hereby certify that the foregoing resolution was introduced, passed and adopted on this 16th day of January, 2018.



**SIDE LETTER OF AGREEMENT**

**BETWEEN**

**CITY OF PINOLE**

**AND**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1230**

This Side Letter is to memorialize an agreement between the City of Pinole ("City") and the International Association of Firefighters, Local 1230 ("Local 1230") on the matter of bargaining unit employees assigned to a 40-hour workweek. This Side Letter reflects agreed upon changes, additions, corrections or clarifications to the Memorandum of Understanding ("MOU") between the City and Local 1230 dated July 1, 2017 to June 30, 2020.

The City and Local 1230 hereby agree to add the following language under the heading of 40-Hour Workweek:

1. Assignment. Employees regularly assigned to shift work (56-hour week employees) may periodically be scheduled to a non-shift 40-hours a week assignment. The City will solicit interest via Department memorandum and e-mail to all personnel at least 10 calendar days in advance of the assignment. The notice of assignment to a 40-hour position will state the desired qualifications and how to submit interest. The Chief and/or his/her designee shall select from the interested employees. In the event, no employees submit interest, or no qualified employee submits interest, the Chief and/or his/her designee may assign an employee. The following provisions will apply when an employee is assigned to a special assignment that exceeds one pay period. Light duty will be administered as provided under MOU Article 22.1.

2. Hours of Work. Hours of work to be performed by a 40-hour employee will generally be scheduled between 7:00 am and 6:00 pm, Monday through Friday.

3. Salary Conversion. While assigned to work as a 40-hour employee, the employee will receive the same base salary associated with the employee's classification, except that hourly base rate of pay for such an employee will be determined by dividing the annual equivalent of that salary by 2,080 hours. An employee eligible for incentives, allowances, or differentials shall continue to receive these for the duration of the 40-hour assignment. Because employees in a 40-hour schedule do not have overtime hours included as part of their regularly scheduled hours, the employee will receive a special assignment differential equal to 2.6% of base monthly salary for the period during which the employee is assigned to a 40-hour schedule.

4. Overtime. An employee in a 40-hour assignment must receive advance approval from the Fire Chief or designee before working any overtime in the 40-hour assignment. A 40-hour employee who works more than 40 hours in a



workweek will receive overtime pay in the amount of 1.5 times the employee's regular rate of pay for each hour worked in excess of 40. A workweek for purposes of determining overtime, is defined as Monday through Sunday. Overtime worked in the 40-hour assignment will be paid at 1.5 times the 40-hour rate of pay.

All time in paid status shall count toward an employee's eligibility for overtime compensation, consistent with Article 15.3. A 40-hour employee shall be eligible to work overtime shifts that do not conflict with their regularly scheduled work hours in the 40-hours a week assignment, subject to approval of the Fire Chief or his/her designee. In addition, the Fire Chief may direct an employee assigned to a 40-hour schedule to work a 56-hour work schedule whenever in his/her judgment such work is necessary to provide Fire Department services to the community. Employees assigned to a 40-hour schedule that work overtime to cover a 56-hour schedule shall be paid for such overtime based on the 56-hour rate.

Employees in a 40-hour assignment are not eligible to accrue compensatory time off while in such an assignment.

5. Holidays. 40-hour week employees will receive paid time off when observing one of the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving
Caesar Chavez Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

Holiday time off for one of the above days will be paid at the rate of eight (8) hours at the employee's base hourly rate of pay. Holidays are observed on the day of the week on which they occur, except that if the holiday falls on a Saturday, it will be observed on the preceding Friday, and if the holiday falls on a Sunday, it will be observed on the following Monday. If a holiday falls on a 40-hour employee's regularly scheduled day off, the employee will be given the option of receiving 8 hours of straight time holiday pay or to take an alternate day off within the same pay period as the holiday. The employee and his/her immediate supervisor shall determine the alternate day to be taken.

If an employee is assigned to work on a holiday listed above, the employee shall receive 8 hours of straight time holiday pay plus compensation at the overtime rate for hours actually worked on the holiday.

If an employee is assigned to work an alternative work schedule (e.g. 4/10 or 9/80) he/she shall be paid at the base hourly rate of pay for their regularly scheduled hours.

6. Vacation Leave. It is the parties' intent that the dollar value of the vacation be the same whether an employee is assigned to a 56-hour schedule or a 40-hour schedule. To that end, the number of hours in an employee's vacation



bank will be converted upon being assigned from a 56-hour assignment to a 40-hour assignment or vice versa. In order to accomplish this conversation, the leave balance of a 56-hour employee will be multiplied by 0.714 to establish the hours value of the employee's vacation bank upon assignment to a 40-hour week. The leave balance of a 40-hour employee will be multiplied by 1.4 to establish the hours value of the employee's vacation bank when assigned to a 56-hour schedule.

While on a 40-hour assignment an employee will accrue vacation as follows:

<u>Years of Service</u>	<u>Hours Accrued Per Year</u>	<u>Maximum Accrual</u>
0 to 4 years	107.8 hours	215.6 hours
5 to 9 years	161.4 hours	322.8 hours
10 to 14 years	189.3 hours	378.6 hours
15+ years	215.7 hours	431.4 hours

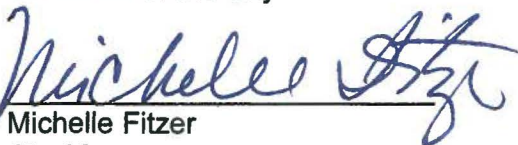
7. Sick Leave. It is the parties' intent that the dollar value of sick leave be the same whether an employee is assigned to a 56-hour schedule or a 40-hour schedule. To that end, the number of hours in an employee's sick leave bank will be converted upon being assigned from a 56-hour assignment to a 40-hour assignment or vice versa. In order to accomplish this conversation, the leave balance of a 56-hour employee will be multiplied by 0.714 to establish the hours value of the employee's sick leave bank upon assignment to a 40-hour week. The leave balance of a 40-hour employee will be multiplied by 1.4 to establish the hours value of the employee's sick leave bank when assigned to a 56-hour schedule.

While on a 40-hour assignment an employee will accrue sick leave at the rate of 13.40 hours per month.

8. Training of Five (5) Days or Less: Employees who attend training for five days or less will not be converted to a 40-hour schedule. Instead, the employee's shift hours will be reallocated across the week to account for the hours to be spent in training. If the number of hours actually spent in training exceeds the reallocated shift hours in the week, the employee will be paid overtime compensation at the employee's 56-hour rate. For example, if an employee is scheduled to work 48 shift hours on Monday and Tuesday, and will attend training Monday through Friday, the employee's 48 shift hours will be reallocated across the Monday through Friday spent in training

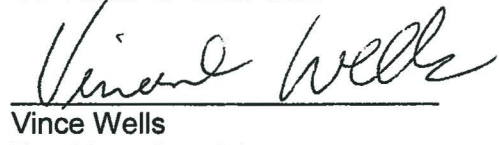
In WITNESS WHEREOF, the parties hereto have executed this Side Letter of Agreement regarding employees in a 40-hour assignment as dated below.

On behalf of the City

  
Michelle Fitzer  
City Manager

11/27/18  
Date

On behalf of Local 1230

  
Vince Wells  
President, Local 1230

11/27/18  
Date

City of Pinole  
New Hire Training Assignment  
For the New Hires in 2018

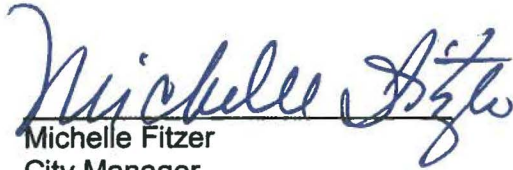
The City is interested in testing the arrangement previously proposed by IAFF Local 1230 regarding a temporary training assignment to coordinate and administer in-house training of newly hired sworn Firefighters or sworn Firefighter/Paramedics. The provisions of this assignment shall be as follows:

- The employee selected to perform this temporary training assignment will come off of their regular line assignment 56-hour work week schedule and will be placed in a 40-hour work week schedule per the side letter of Agreement/MOU.
- The assignment is open to all ranks.
- The selection process will consist of a letter of interest from candidates followed by an interview with the Fire Chief and Battalion Chief. In the event that no employees submit a letter of interest, the letters submitted are withdrawn, or it is determined that none of the individuals who submitted interest are qualified to serve in this assignment, the Fire Chief or designee may appoint an employee to perform this assignment.
- Once the candidate is chosen, the training assignment may be a one year commitment or it may be re-filled on an as needed basis following the above selection.
- Because of the uniqueness of this assignment and the skill set needed, the selected employee for the training assignment shall receive a special assignment differential of 10% of the employee's base monthly salary while in the training assignment. This differential will be in addition to the 2.6% 40-hour work week assignment FLSA differential, so that the total of these two differentials is equal to 12.6% of the employee's base monthly salary.
- All other compensation and benefits will be in accordance with the 40-hour work week side letter.
- While working in the training assignment, any overtime beyond the standard 40-hour work schedule must be approved in advance by the Fire Chief. Overtime worked in the training assignment will be paid at the 40-hour rate in accordance with the 40-hour schedule. The employee is also eligible to work shifts on the weekend under the 48/96 schedule in accordance with the 40-hour side letter. Any shift work will be paid as overtime at the 56-hour rate per the 40-hour side letter.
- While working in the training assignment, the assigned employee will have access to a City vehicle while on duty and at special events when needed.

The City recognizes that the employee in the training assignment will need up to 2 weeks before the start date of the new hire(s) to schedule the training components, especially those coordinated with outside agencies. The employee in the training assignment will work with the Fire Chief or designee to develop a standardized training program that will be reviewed by Fire Administration and Local 1230. The City further


recognizes that other staff may need to "Act Up", work overtime shifts, and/or be reassigned to cover the shifts vacated by the employee in the training assignment who is performing assignment related duties. The City recognizes that there will be days that additional employees may need to be called in or held over to conduct certain portions of the training. Efforts will be made to schedule training components so as to minimize any overtime impacts. All scheduling impacts will be reviewed and approved in advance by the City Battalion Chief and Fire Chief. The training assignment will also extend approximately one week after the conclusion of the formal training of the new hires in order to provide time for the completion of final assessments of the new hires and any necessary paperwork. The duration of each assignment to provide in-house training to new hire(s) is expected to be approximately 8 weeks.

On behalf of the City

  
Michelle Fitzer  
City Manager

11/27/18  
Date

On behalf of Local 1230

  
Vince Wells  
President, Local 1230

11/27/18  
Date



## **SIDE LETTER OF AGREEMENT**

### **BETWEEN**

### **CITY OF PINOLE**

### **AND**

### **INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1230**

This Side Letter is to memorialize an agreement between the City of Pinole ("City") and the International Association of Firefighters, Local 1230 ("Local 1230") on the matter of the terms and conditions of employment for individuals employed in the position of Fire Academy Recruit. This Side Letter reflects agreed upon changes, additions, corrections or clarifications to the Memorandum of Understanding ("MOU") between the City and Local 1230 dated July 1, 2017 to June 30, 2020.

The City and Local 1230 hereby agree to add the following language under the heading of Fire Academy Recruit:

1. **Classification Overview:** The City has established the classification of Fire Academy Recruit, which is a training-level classification. The successful Fire Academy Recruit will complete a formal training program at a Fire Academy, during which the Recruit will receive basic training in firefighting methods, equipment, operation, medical aid and physical fitness to learn the mechanics and technical aspects of Firefighters and emergency medical services. Incumbency in this class is limited to the duration of the employee's attendance at the Fire Academy. Following graduation from the Fire Academy, incumbents become eligible for possible appointment to the regular classifications of Firefighter or Firefighter/Paramedic.

2. **Salary:** Employees in the Fire Academy Recruit classification will be paid at the following rates:

- a. Fire Academy Recruits who possess an EMT-1 certificate will be paid at the rate of \$25.8354 per hour (\$4,478.136 per month).
- b. Fire Academy Recruits who possess an EMT-P license will be paid at the rate of \$30.0878 per hour (\$5,215.2186 per month)

3. **Health, Dental and Vision Benefits:** Employees in the Fire Academy Recruit classification will be eligible to participate in City sponsored health, dental and vision plans under the same terms as employees in the Firefighter classification.

4. **Retirement Benefits:** Employees in the Fire Academy Recruit classification will be eligible to participate in City provided pension plans, as provided in accordance with the Public Employees Retirement Law. Employees will be responsible for paying the employee contribution for these benefits. Unless otherwise permitted by CalPERS, Fire Academy



Recruits will be enrolled as miscellaneous members of CalPERS while serving in the Fire Academy Recruit classification and will not be eligible for safety membership in CalPERS until appointment to either the Firefighter or Firefighter/Paramedic classifications.

5. Hours of Work and Overtime: Employees in a Fire Academy Recruit classification are generally assigned to 40 hours of work in a 7-day workweek. Employees will receive overtime compensation for hours worked in excess of 40 in the workweek.

6. Holidays: Fire Academy Recruits are not eligible for additional compensation for a holiday or any specific amount of paid time off for a holiday. As Fire Academy Recruits are essentially students attending a Fire Academy, their required attendance at the Fire Academy on a holiday is determined by the Fire Academy and not the City.

7. Sick Leave: Fire Academy Recruits will receive 24 hours of sick leave upon hire. Sick leave hours may be used beginning on the 90th day of employment with the City. Sick leave may be used in a minimum increment of 1 hour. Sick leave may be used for any reason allowed under the California Healthy Workplaces, Healthy Families Act, or any applicable sick leave ordinance. Sick leave hours will not be cashed out upon separation from employment. Upon appointment to a Firefighter or Firefighter/Paramedic classification, unused sick leave hours will convert at the rate of 1.4 hours to be consistent with the transition of other Fire Department employees from a 40-hour schedule to a 56-hour schedule.

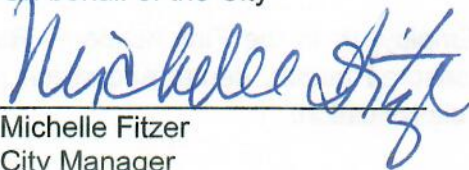
8. Vacation: Fire Academy Recruits are not eligible to earn vacation hours.

9. Appointment: Appointment to the Fire Academy Recruit classification is considered a temporary appointment. Employees in the classification are employed on an at-will basis. Either the employee or the City may end the employment relationship at any time, with or without notice, and with or without cause. Time in the Fire Academy Recruit classification will not count towards the satisfaction of any probationary period in any regular City classification (e.g., the Firefighter or Firefighter/Paramedic classification) or when calculating seniority.

10. No Other Compensation or Benefits: Except as provided in this Side Letter, employees in the Fire Academy Recruit classification are not entitled to any other benefit or item of pay (including any differential or specialty) available to other bargaining unit employees under the MOU.

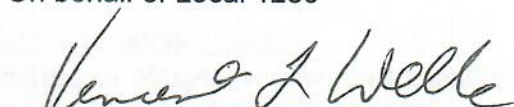
In WITNESS WHEREOF, the parties hereto have executed this Side Letter of Agreement regarding employees in a Fire Recruit class as dated below.

On behalf of the City

  
Michelle Fitzer  
City Manager

12/19/18  
Date

On behalf of Local 1230

  
Vince Wells  
President, Local 1230

12/18/18  
Date

EXHIBIT A

SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF PINOLE

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1230

This Side letter is to memorialize an agreement between the City of Pinole ("City") and the International Association of Firefighters, Local 1230 ("Local 1230") as to how to calculate the additional pay provided to employees for work performed in a higher job classification under Article 16.1 of the Memorandum of Understanding between the City and Local 1231 dated July 1, 2017 to June 30, 2020 ("MOU"). This Side Letter reflects agreed upon changes, additions, corrections or clarifications to the MOU.

1. The City and Local 1230 agree to amend the MOU to add the following new Section 16.2 to the MOU:

16.2 Calculation of Step Placement for Work in Higher Job Classification

An employee's rate of pay purposes of work in a higher classification (under Section 16.1), will be determined as follows:

- Use the applicable salary schedule to determine the appropriate pay step in the employee's rank without consideration to the employee's possession of a paramedic license (e.g., if an employee is at Step 3 of the Firefighter/Paramedic classification, then the employee will be treated as being at Step 3 of the Firefighter classification)
  - Determine the step in the higher classification that reflects "at least 5%" above the employee's pay step in the employee's rank without consideration to the employee's possession of a paramedic license (referred to as the "Acting Pay Step).
  - If the employee has a paramedic license and/or is otherwise eligible to receive incentive pay for possessing such a license, then any paramedic pay incentive will be added to the employee's Acting Pay Step).
2. It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral or written,




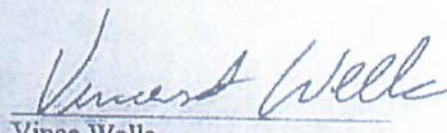
regarding the matters contained herein. Except as provided herein, all other provisions of the MOU shall remain in full force and effect.

In WITNESS WHEREOF, the parties hereto have executed this Side Letter of Agreement regarding employees in a Fire Recruit class as dated below.

On behalf of the City

On behalf of Local 1230

  
Michelle Fitzer  
City Manager

  
Vince Wells  
President, Local 1230

5/16/19  
Date

5/16/2019  
Date

Acting Pay Settlement Agreement  
City of Pinole, Local 1230  
Desave, Dorsey, Lopez, Ludwig, Sekera, Baker, Brooks & Thompson

**SIDE LETTER OF AGREEMENT**

The parties by their signatures below agree to amend specific sections of the July 2017-June 2020 Memorandum of Understanding between the City of Pinole ("City") and the IAFF 1230 ("IAFF") to read as follows:

**21.3 CalPERS Employer Contribution Rate Sharing Formula For Classic Employees**

Both the City and Local 1230 acknowledge that the Employer's portion of the CalPERS contribution Rate is set annually by the CalPERS Board of Directors and that this rate is flexible depending upon market conditions and actuarial calculations. The City and Fire Local 1230 agree that the Employer Contribution Rate portion of the 3% at 55 CalPERS formula will continue to be shared between the City and Classic Employees as outlined below:

- a. The City agrees to increase the baseline rate by 4.5% effective the first full pay period after January 1, 2018 following ratification by the Association and adoption by the City Council. The established maximum Employer Contribution baseline rate is 16% (11.5% + 4.5%)
- b. Should the annual Employer's Contribution Rate increase above 16%, the City and the Union will share equally (50/50) the difference. Should it fall below 16% the City shall pay the entire Employer Contribution Rate.

~~The parties also agree that the cost sharing agreement on the employer rate does not sunset when this MOU expires, absent City agreement. This provision is without prejudice to Local 1230's right to make proposal in the future to change the cost sharing agreement or modify employees' PERS contribution obligations.~~

Effective the full-pay period that contains July 1, 2019, the City will cap the employee's total CalPERS contribution (combined Employee contribution and Employee's Share of the City's contribution) for Tier I employees at 20.00%. In the event the annual CalPERS Employer Contribution for tier I increase exceeds 5.0% of the prior years' contribution rate, the additional amount above the 5.0% increase shall be shared equally between the City and the employee, and the cap will be adjusted accordingly. For example, if the employer contribution rate increases from one year to the next by 7%, then the City will pay 5% of that increase. For the remaining 2%, the City will pick up 1% and the employee will pick up 1%. The cap on the employee's total CalPERS contribution will be adjusted from 20% to 21% to include a 1% increase for employees.

All other terms and conditions of the Agreement remain unchanged.

Agreed to this 4th day of JUNE 2019



MOU between the City of Pinole and IAFF 1230  
July 1, 2017 – June 30, 2020

SIDE LETTER OF AGREEMENT

CITY OF PINOLE

Michelle Fitzer  
Michelle Fitzer, City Manager

6/28/19  
Date

IAFF 1230

Vincent Wilk  
President

6/27/19  
Date

Larry Menth  
Larry Menth, Labor Representative

6/27/19  
Date

SIDE LETTER OF AGREEMENT TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF PINOLE AND IAFF LOCAL 1230  
JULY 1, 2017 – JUNE 30, 2020

The City and the IAFF agree that Article 11, Paramedic Incentive Pay, shall be amended to read as follows:

**“11.6 Engineers and Captains With Paramedic Certification.**

Any employee in the Engineer or Captain classification who has their State and County paramedic certification is eligible for the 10% paramedic pay differential. This amount shall not be rolled into base salary, but will be included in their hourly rate for overtime rate purposes.

**11.7 Promotion of Firefighter/Paramedic to Engineer.**

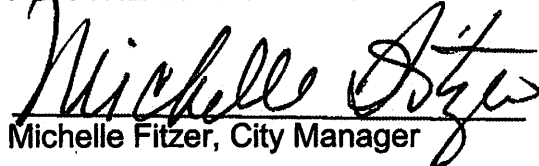
Any Firefighter/Paramedic who promotes to Engineer shall be required to maintain their paramedic certification for a period of five years. The City, through the Fire Chief, will have the sole discretion to determine the composition of paramedic staffing.

**11.8 Promotion to Captain.**

Any Firefighter/Paramedic, or Engineer holding a paramedic certification, who promotes to Captain shall be required to maintain their paramedic certification for a period of five years, unless withdrawal from the paramedic program is authorized by the Chief. The City, through the Fire Chief, will have the sole discretion to determine the composition of paramedic staffing.”


All other terms, conditions, and provisions of the 2017 – 2020 MOU remain in full force and effect.

FOR THE CITY OF PINOLE:

  
Michelle Fitzner, City Manager

Date: 9/16/19

FOR IAFF:

  
Vince Wells, President

Date: 10/9/2019



## **CITY COUNCIL REPORT**

**8A**

**DATE: MAY 5, 2020**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**SUBJECT: ADOPT A RESOLUTION DECLARING INTENT FOR THE LEVY AND  
COLLECTION OF ANNUAL ASSESSMENTS FOR THE PINOLE  
VALLEY ROAD LANDSCAPE AND LIGHTING ASSESSMENT  
DISTRICT FOR FY 2020/2021, SETTING THE DATE OF THE  
PUBLIC HEARING, APPROVING THE ANNUAL ENGINEER'S  
REPORT**

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### **RECOMMENDATION**

Staff recommends the City Council adopt a resolution declaring an intent to levy and collect assessments for the Pinole Valley Road Landscape and Lighting Assessment District, setting a public hearing for June 2, 2020, and approving the annual Engineer's Report.

### **BACKGROUND**

The City Council adopted Resolution 2008-91 forming the Pinole Valley Road Landscape and Lighting Assessment District (the "District"), ordering maintenance work therein, confirming the diagram and assessment, and providing for the levy of annual assessments therein. Since the inception of the District, the City has installed improvements on Pinole Valley Road between Henry Avenue and Ramona Street. The purpose of the District is to provide a stable funding source for the ongoing maintenance and operation of the traffic signals, streetlights, and median landscaping.

On April 7, 2020, the City Council adopted a resolution initiating proceedings for the annual levy of assessments and ordering the preparation of the annual engineer's report for the District for Fiscal Year 2020/2021. This was step one of the process.

### **REVIEW & ANALYSIS**

The City Council must take the actions listed below each year to levy and collect the assessments for the District.

1. Order the preparation and filing of an annual assessment report.
2. Determine if there are any changes in the existing improvements or addition of new improvements.

3. Approve the annual Engineer's Assessment Report.
4. Declare your intention to levy and collect assessments.
5. Declare your intention to conduct a Public Hearing concerning the levy of assessments.
6. Announce any increase in the maximum assessment.
7. Conduct a Public Hearing.
8. Approve assessment amounts for the current fiscal year.
9. Order the assessment amounts to be submitted to the Contra Costa County Assessor for placement on the secured property tax roll.

Based upon the District budget and reserves the assessment rates for Fiscal Year 2020/2021 are proposed to increase from last year due to additional costs necessary for utilities. The proposed rates for 2020/2021 are \$ 422.04 per assessment unit ("AU") for Zone A and \$405.68 per AU for Zone B. This represents a 3.01% increase for Zone A and a 3.32% increase for Zone B. An AU is equivalent to an acre of developable property. When the District was originally approved in 2008, the approved assessment rate authorized future increases to account for inflation. The proposed rates for Fiscal Year 2020/2021 do not exceed the amount authorized by the original approval.

A clerical error was discovered upon review of past formation documentation for the District. This Engineer's Report addresses that clerical error. The total assessment units for Zone B decreased slightly as a result of this correction.

### **CALIFORNIA ENVIRONMENTAL QUALITY ACT**

The proposed actions of the City Council are not a project as defined by the CEQA Guidelines and have no impact on the environment.

### **FISCAL IMPACT**

The proposed assessments will be collected for the City by the Contra Costa County Tax Collector via the secured property tax bills for the assessable parcels within the District. As stated above, the Fiscal Year 2020/2021 assessment rates will increase for Zone A and B. The total District budget is \$42,525.30.

### **ATTACHMENTS**

Attachment A - Resolution approving annual report for the Pinole Valley Road Landscape and Lighting Assessment District and declaring intention to levy and collect assessments in the Pinole Valley Road Landscape and Lighting Assessment District.

Attachment B – Draft Annual Assessment Report for the Pinole Valley Road Landscape and Lighting Assessment District.

## RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE DECLARING ITS  
INTENT FOR THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS FOR  
THE PINOLE VALLEY ROAD LANDSCAPE AND LIGHTING ASSESSMENT  
DISTRICT FOR FISCAL YEAR 2020/2021**

**WHEREAS**, the City Council has by previous Resolutions formed said special maintenance district and has initiated proceedings for Fiscal Year 2020/2021, pursuant to the provisions of the "Landscape and Lighting Act of 1972" (the "1972 Act"), being Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) that provides for the levy and collection of assessments by Contra Costa County to pay for the annual maintenance and servicing costs of all improvements and facilities related thereto. Said special maintenance district is known and identified as the Pinole Valley Road Landscape and Lighting Assessment District (hereafter referred to as the "District"). The District is comprised of two Zones (Zone A and Zone B) which are located on Pinole Valley Road between Henry Avenue and Ramona Street; and,

**WHEREAS**, the City Council has directed the preparation of the Annual Engineer's Report (the "Report") for the District, in accordance with the 1972 Act; and,

**NOW, THEREFORE BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL, FOR THE DISTRICT, PURSUANT TO CHAPTER 3, SECTION 22624 OF THE 1972 ACT, AS FOLLOWS:**

**Section 1 Intention:** The City Council hereby declares that it is its intention to seek the annual levy of the District pursuant to the 1972 Act, over and including the land within the District boundaries and to levy and collect assessments on all benefitting land to pay the annual costs of the maintenance and servicing of the improvements located within the District. The City Council finds that the public's best interest requires such levy and collection.

**Section 2 District Boundaries:** The boundaries of the District are described in the Report. Please refer to the Report for a full and complete description of the specific boundaries and diagram.

**Section 3 Description of Improvements:** The improvements within the District may include, but are not limited to: turf, shrubs, plants and trees, landscaping, street lighting, traffic signals, irrigation and drainage systems, graffiti removal, litter abatement, sidewalks, landscape lighting, masonry walls, and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and satisfactory condition and in proper working order. The specific improvements within the District are detailed in the Report.

**Section 4 Proposed Assessment Amounts:** For Fiscal Year 2020/2021, the proposed assessments are shown in the Report. Said Report also details any changes or increases in the annual assessments.

**Section 5 Public Hearing:** The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the District in accordance with Chapter 3, Section 22626 of the 1972 Act.

**Section 6 Notice:** The City Council shall give notice of the time and place of the Public Hearing to all property owners within the District by causing the publishing of this Resolution once in the local newspaper not less than ten (10) days before the date of the Public Hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City for the posting of notices. All interested persons shall be afforded the opportunity to hear and be heard.

**Section 7 Notice of Public Hearing:** Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday June 2, 2020 at or after 7:00 p.m.** at Pinole City Hall, located at 2131 Pear Street, Pinole.

**Section 8 Report Approval:** The City Council approves the FY 2020/2021 Pinole Valley Road Landscape and Lighting Assessment District Annual Engineer's Report.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Pinole held on this 5<sup>th</sup> day of May, 2020, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 5<sup>th</sup> day of May 2020.

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Heather Iopu, CMC  
City Clerk



# PINOLE VALLEY ROAD LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

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June 2, 2020

**ENGINEER'S  
REPORT**

**FY 2020-21**

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## **INTRODUCTION**

The City of Pinole (the “City”), under the provisions of the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the “1972 Act”) and the provisions of the California Constitution Article XIII D (the “Constitution”), annually levies and collects special assessments from the City’s maintenance assessment district designated as:

### **Pinole Valley Road Landscape and Lighting Assessment District**

(the “District”) to provide and maintain various landscaping and lighting improvements throughout the City that provide special benefits to properties within the City.

The City Council formed the District, and provided for the levy and collection of annual assessments on the County tax rolls to provide ongoing funding for costs and expenses required to service and maintain the landscaping and lighting improvements within the boundaries of the District. The improvements to be provided by the District and assessments described herein are made pursuant to the 1972 Act and the substantive and procedural provision of the Constitution.

As part of the District formation, the City of Pinole conducted a Property Owner Protest Ballot proceeding for the proposed levy of a new assessment pursuant to the provisions of the Constitution. In conjunction with this ballot proceeding, the City council conducted a noticed public hearing to consider public testimonies, comments, and written protests regarding the formation of the District and levy of assessments. Upon conclusion of the public hearing, property owner assessment ballots received were opened and tabulated. The property owner assessment ballot tabulation resulted in a majority approval of the District and assessments of the property owners within the District. The District was formed on July 1, 2008 by Resolution no. 2008-91. The District is located on Pinole Valley Road and consists of two separate zones: Zone A and Zone B.

This Engineer’s Report (the “Report”) has been prepared pursuant to Chapter 1, Article 4 and Chapter 3 of the 1972 Act, and outlines the improvements, and proposed assessments to be levied in connection with the benefits the properties will receive from maintenance and servicing of landscaping improvements within the District for fiscal year 2020-21.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number (“APN”) by the Contra Costa County Assessor’s Office. The Contra County Auditor/Controller APN and specific fund numbers to identify properties to be assessed on the tax roll for the District assessments.

This Report consists of five sections and identifies the following items:

- **Plans and Specifications** – The location of the District and the specific improvements to be maintained.
- **Method of Apportionment** – How the District costs are allocated and apportioned to the assessable parcels.
- **Zone Budgets** – The District costs and proposed assessments to be levied for 2020/21 for each Zone based upon the special benefit received.
- **District Diagram** – A diagram showing the District and Zone boundaries.
- **Assessment Roll** – A listing of properties to be assessed by APN, Zone, and corresponding assessment amounts.

## ASSESSMENT SUMMARY

	<b>Total Assessable Costs</b>	<b>Total Assessable Units</b>	<b>Proposed Assessment Rate</b>	<b>Maximum Assessment Rate</b>
<b>Zone A</b>	<b>\$22,281.80</b>	52.796	<b>\$422.04</b>	\$570.73
<b>Zone B</b>	<b>\$20,243.50</b>	49.900	<b>\$405.68</b>	\$538.78

Actual assessments are rounded down to the nearest even penny for county tax roll purposes.

## SECTION I – PLANS AND SPECIFICATIONS

### DESCRIPTION OF THE DISTRICT AND BOUNDARIES

The District consists of two separate zones and is located on Pinole Valley Road, between Henry Avenue and Ramona Street. Zone A is to the north of Interstate I-80 and Zone B is to the south of Interstate I-80. Currently, there are a total of 18 commercial parcels within the District, 8 in Zone A and 10 in Zone B. The number of parcels in Zone A was reduced from 8 to 6 and Zone B was reduced from 16 to 15 parcels, due to parcel mergers effective for the 2011/2012 tax year. An annexation also occurred in Zone A for tax year, 2013/2014, increasing the parcel count for that Zone to 7 and the AU to 52.972. For tax year 2018/2019, one parcel was split into two with a slight size reduction, decreasing the AU to 52.796. The number of parcels in Zone B was reduced from 15 to 10 due to parcel mergers/changes effective for the 2013/2014 and 2014/2015 tax years. A clerical error was brought to the City's attention in December 2019 which has been transcribed over time and resulted in a higher AU in Zone B. For FY2020/21, the clerical error has been corrected resulting in a lower AU in Zone B.

Please refer to the Section V of this Report, Assessment Roll, for details.

## **IMPROVEMENTS AND SERVICES PROVIDED**

Improvements within the District which are maintained and serviced may include but are not limited to: turf, shrubs, plants and trees, landscaping, street lighting, traffic signals, irrigation and drainage systems, graffiti removal, litter abatement, sidewalks, landscape lighting, masonry walls and associated appurtenances within the public right-of-way or specific easements.

The maintenance of District improvements generally include, but are not limited to, all materials, equipment, utilities, labor and incidental expenses, including administrative expenses, for the annual operation of the District and maintenance of the improvements. Also included is the performance of occasional repairs and the removal or replacement of improvements, as needed.

The specific improvements being maintained and serviced within each Zone of the District are defined on the following page:

### **Zone A Improvements (Northerly of I-80 Freeway)**

- Landscaping totaling 16,920 square feet.
- Irrigation system for landscaping and two irrigation controllers.
- Maintenance of seven street light poles and fourteen street lights.
- Maintenance of two and a half traffic signals.
- Electrical power for street lights, traffic signals and irrigation system.
- Weed control and abatement.
- Graffiti abatement.
- Median repairs and contingency for damage.
- Litter abatement and collection (2,102 linear feet).

### **Zone B Improvements (Southerly of I-80 Freeway)**

- Landscaping totaling 18,486 square feet.
- Irrigation system for landscaping and two irrigation controllers.
- Maintenance of ten street light poles and twenty street lights.
- Maintenance of one and a half traffic signals.
- Electrical power for street lights, traffic signals and irrigation system.
- Weed control and abatement.
- Graffiti abatement.
- Median repairs and contingency for damage.
- Litter abatement and collection (2,859.58 linear feet).

Reference is made to the plans and specifications for the improvements which are on file with the City and are incorporated herein by reference.

## **SECTION II – METHOD OF APPORTIONMENT**

The 1972 Act allows for the establishment of assessment districts by public agencies for the purpose of providing certain public improvements as detailed in Section I of this Report. The 1972 Act also requires that the cost of these improvements and services be assessed based on benefit received rather than by assessed value of the properties being assessed. In accordance with the 1972 Act, Section 22573:

*“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among assessable lots or parcels in proportion to the estimated benefits received by each such lot or parcel from the improvements”*

The method of apportionment described in this Report, and confirmed by the City Council, utilizes commonly accepted engineering practices which have been established pursuant to the 1972 Act and the California Constitution for the allocation of special benefit assessments. The calculation of assessments is based upon the parcel type and the services and improvements provided. The special benefit received by each lot or parcel is over and above any general benefit conferred upon said lots or parcels or to the public at large.

## **DESCRIPTION OF BENEFIT**

### ***Special Benefit***

The improvements and associated costs have been allocated to the assessable properties within the District based upon the special benefit received by those properties, pursuant to the provisions of the 1972 Act. The improvements for which the properties will be assessed have been identified as necessary, were approved by the property owners within the District through a Proposition 218 assessment ballot procedure and are in compliance with the development plans and General Plan of the City. As such, the improvements and continuing maintenance and servicing are strictly the obligation of the properties within the District.

### ***General Benefit***

Although the improvements may be visible to passersby or to the public at large, the improvements were installed after approval from the property owners and are for the benefit of properties within the District. It has been determined therefore, any access to or use by properties or individuals outside the District is completely incidental and the costs of operating, maintaining and servicing said improvements provides no measurable benefit to said outside properties or individuals.

### ***Definition of Special Benefit***

The method of apportionment described in this Report is based on the premise that each assessable parcel or unit receives distinct and special benefits from the improvements

and services provided, including the visual desirability provided by well maintained landscaping. In accordance with Article XIII D, Section 4 of the California Constitution:

*“Special benefit means a particular and distinct benefit over and above general benefits conferred on real property located in the District or the public at large”*

The special benefits associated with local landscape and lighting improvements are specifically:

- Enhanced desirability of properties due to proximity of the improvements.
- Improved aesthetic appeal provided by a positive representation of the community.
- Improved ingress and egress to property resulting in enhanced traffic flow, reduced traffic accidents and consequent reduction in possible property damage.
- Improved traffic visibility and circulation.
- Improved accessibility for emergency vehicles.
- Reduced vandalism and other criminal activity.
- Enhanced environmental quality provided by adequate green space and other landscaping which helps moderate temperatures, reduce noise pollution and control dust and debris.

## **ASSESSMENT RANGE FORMULA**

It is generally recognized that most budgetary items will be impacted by inflation in future years. In accordance with the California Constitution, and Government Section 53739 (b) (1), assessments ***“may be adjusted for inflation pursuant to a clearly defined formula...”*** A formula for an inflationary adjustment is therefore included as part of the maximum assessment for this District and was approved by the property owner(s) at the time of formation. The formula, as described below, allows for annual adjustments to the budget and the assessments.

Generally, any new or increased assessment requires certain noticing and meeting requirements by law, the Government Code excludes certain conditions of a new or increased assessment. These conditions include:

*“An assessment that does not exceed an assessment formula or range of assessments previously specified in the notice given to the public...and that was previously adopted by the agency...”*

The initial maximum assessment for the District was established at the time of formation and was assessed for the first time during the 2008/2009 fiscal year. The initial maximum assessment for Zone A was \$415.52 per Assessment Unit (“AU”). The initial maximum assessment for Zone B was \$390.80 per AU. The initial maximum assessment for each Zone has been adjusted each subsequent fiscal year by the following Assessment Range Formula:

- The Maximum Assessment Rate allowed each fiscal year (the “Adjusted Maximum Assessment Rate”) shall be based on the initial maximum assessment established in fiscal year 2008/2009, adjusted annually by the Bureau of Labor Statistics, Consumer Price Index for the month of April, All Urban Consumers, (“CPI”) for the San Francisco/Oakland/San Jose area or two percent (2%), whichever is greater. Should the Bureau of Labor Statistics revise or discontinue the preparation of such index, the City reserves the right to use such revised index or a comparable system to determine fluctuations in the annual cost of living.
- Each fiscal year, the greater of CPI or 2% shall be applied to the Maximum Assessment Rate established the previous fiscal year to calculate the appropriate Adjusted Maximum Assessment Rate for the then current fiscal year.
- If the proposed annual assessment rate (assessment per AU) for the upcoming fiscal year is less than or equal to the Adjusted Maximum Assessment Rate established for that fiscal year then the proposed annual assessment is not considered an increased assessment.

Beginning in the second fiscal year after the formation of the District (2009/2010) and each fiscal year since, the Maximum Assessment Rate has been recalculated and a new Adjusted Maximum Assessment Rate has been established for each fiscal year using the Assessment Range Formula described above. Due to COVID-19, the April 2020 CPI is not available therefore a 2% will be applied to the Maximum Assessment Rate from last year. The Zone A Maximum Assessment Rate for the upcoming fiscal year (2020/2021) therefore, shall be **\$570.73**. The Zone B Maximum Assessment Rate for the upcoming fiscal year shall be **\$538.78**. The table below shows the Adjusted Maximum Assessment Rate for each Zone, for each fiscal year since the formation of the District. The Adjusted Maximum Assessment Rates have been calculated independently of the annual budget and proposed assessment rate for the given fiscal year. As stated above, if the proposed annual assessment for any fiscal year does not exceed the Adjusted Maximum Assessment Rate for that year, it is not considered to be an increased assessment under the terms of Proposition 218 or the Government Code.

### Zone A LLAD Assessment/CPI History

Fiscal Year	April CPI	Allowable Increase	Actual April CPI Calculation	Adjusted Max. Assessment	Actual Assessment
2008/2009	N/A	N/A	N/A	\$415.52	\$415.82
2009/2010	0.80%	2.00%	1.020000000	\$423.83	\$415.82
2010/2011	1.71%	2.00%	1.020000000	\$432.31	\$415.82
2011/2012	2.82%	2.82%	1.028212932	\$444.51	\$394.80
2012/2013	2.07%	2.07%	1.020775582	\$453.74	\$394.80
2013/2014	2.38%	2.38%	1.023809026	\$464.54	\$377.74
2014/2015	2.78%	2.78%	1.027873710	\$477.49	\$377.74
2015/2016	2.43%	2.43%	1.024362313	\$489.12	\$377.74

2016/2017	2.70%	2.70%	1.026950338	\$502.30	\$377.74
2017/2018	3.78%	3.78%	1.037888610	\$521.34	\$377.74
2018/2019	3.20%	3.20%	1.032	\$538.02	\$396.32
2019/2020	4.0%	4.0%	1.040	\$559.54	\$409.69
2020/2021*	2.0%	2.0%	1.020	\$570.73	<b>\$422.04</b>

## Zone B LLAD Assessment/CPI History

Fiscal Year	April CPI	Allowable Increase	Actual April CPI Calculation	Adjusted Max. Assessment	Actual Assessment
2008/2009	N/A	N/A	N/A	\$390.80	\$390.80
2009/2010	0.80%	2.00%	1.020000000	\$398.62	\$390.80
2010/2011	1.71%	2.00%	1.020000000	\$406.59	\$390.80
2011/2012	2.82%	2.82%	1.028212932	\$418.06	\$342.04
2012/2013	2.07%	2.07%	1.020775582	\$426.75	\$342.04
2013/2014	2.38%	2.38%	1.023809026	\$436.91	\$342.04
2014/2015	2.78%	2.78%	1.027873710	\$449.09	\$342.04
2015/2016	2.43%	2.43%	1.024362313	\$460.03	\$342.04
2016/2017	2.70%	2.70%	1.026950338	\$472.43	\$342.04
2017/2018	3.78%	3.78%	1.037888610	\$490.32	\$348.06
2018/2019	3.20%	3.20%	1.032	\$506.01	\$359.06
2019/2020	4.0%	4.0%	1.040	\$526.25	\$392.64
2020/2021*	2.0%	2.0%	1.020	\$538.78	<b>\$405.68</b>

\*Due to COVID-19, the April 2020 CPI is not available, therefore a 2% increase was applied to both Zones for FY2020/21.

To impose a new assessment or an increased assessment in excess of the Maximum Assessment Rate for the current fiscal year, as provided by the preceding Assessment Range Formula, the City must comply with the provisions of the California Constitution, Article XIII D, Section 4c that requires a public hearing and certain protest procedures including mailed notice of a public hearing and property owner protest balloting. Property owners must approve the proposed new or increased assessment via a property owner protest ballot process before any such new or increased assessment can be imposed.

The definition of new or increased assessments includes any assessment which, 1) did not previously exist or, 2) exceeds a previously approved assessment amount or assessment range formula. Any assessment range formula must have been previously adopted by the agency and approved by the property owners.

## ASSESSMENT METHODOLOGY

The benefit formula used to determine the financial obligation for each parcel is based on the improvements benefitting the parcels, as well as the use, or type, of each parcel as compared to other parcels that benefit from said improvements. One of the more common approaches to fairly distributing District costs to the benefitting parcels in maintenance districts such as this utilizes a methodology referred to as the Assessment Unit (“AU”) method of apportionment. This methodology utilizes various property characteristics such as development status, type of development (land-use) and size (units or acreage) to compare the proportional benefit of each property compared to similar properties benefitting from the improvements.

The District is comprised of one parcel type; commercial. Each commercial parcel receives similar benefit from the improvements due to the relative size of the properties, the specific improvements and proximity of the improvements to the properties. It has been determined that the buildable acreage of each parcel is an appropriate basis in calculating the total AU for that parcel. The individual commercial parcel, acreage is multiplied by a factor of 4.00 to determine the total AU for that parcel. The total Zone AU is then divided into the “Total Balance to Assessment” (as shown in Section III of this Report) to determine the annual assessment rate. The AU for each parcel is then multiplied by the annual assessment rate to determine the annual assessment for each parcel.

### SECTION III – ZONE BUDGETS

The estimated budget for the annual maintenance and servicing of the improvements and the proportionate share of administration costs for each Zone have been prepared based on the estimated and recent historical costs of providing said maintenance and servicing.

#### Zone A – (Pinole Valley Road North) Budget

<b>DIRECT COSTS</b>	
Landscape Maintenance, Litter Abatement & Graffiti Removal	\$800.00
Irrigation System	\$2,600.00
Irrigation Power/Control	\$950.00
Traffic Signal Power	\$1,000.00
Traffic Signal Maintenance – County	\$5,000.00
Traffic Signal Maintenance – Cal-Trans	\$1,300.00
Street Light Maintenance and Power	\$3,500.00
Capital Replacement Fund <sup>1</sup>	<u>\$6,000.00</u>
<b>Direct Costs Sub-Total</b>	<b>\$21,150.00</b>
<b>INDIRECT COSTS</b>	
City Administration	\$1,000.00
County Administration Fee	<u>\$131.80</u>
<b>Indirect Costs Sub-Total</b>	<b>\$1,131.80</b>
<b>TOTAL COSTS</b>	<b>\$22,281.80</b>



Operating Reserve Collection/(Reduction) *	\$0.00
Estimated Operating Reserve Fund Beg. Balance (7/1/2019)	\$0.00
Estimated Operating Reserve Fund Ending Balance (6/30/2020)	\$0.00
<b>TOTAL BALANCE TO ASSESSMENT</b>	<b>\$22,081.80</b>
Total Assessable AU (7 parcels)	52.796
<b>2019/2020 PROPOSED ASSESSMENT PER AU</b>	<b>\$422.04</b>
<b>2019/2020 MAXIMUM ASSESSMENT PER AU</b>	<b>\$576.33</b>

#### **Zone B – (Pinole Valley Road South) Budget**

<b>DIRECT COSTS</b>	
Landscape Maintenance, Litter Abatement & Graffiti Removal	\$700.00
Irrigation System	\$2,500.00
Irrigation Power/Control	\$110.00
Traffic Signal Power	\$1,800.00
Traffic Signal Maintenance – County	\$3,500.00
Traffic Signal Maintenance – Cal-Trans	\$1,000.00
Street Light Maintenance and Power	\$5,000.00
Capital Replacement Fund <sup>1</sup>	\$4,500.00
<b>Direct Costs Sub-Total</b>	<b>\$19,110.00</b>
<b>INDIRECT COSTS</b>	
City Administration	\$1,000.00
County Administration Fee	<u>\$133.50</u>
<b>Indirect Costs Sub-Total</b>	<b>\$1,133.50</b>
<b>TOTAL COSTS</b>	<b>\$20,243.50</b>
Operating Reserve Collection/(Reduction) *	\$0
Estimated Operating Reserve Fund Beg. Balance (7/1/2019)	\$0
Estimated Operating Reserve Fund Ending Balance (6/30/2020)	\$0
<b>TOTAL BALANCE TO ASSESSMENT</b>	<b>\$20,243.50</b>
Total Assessable AU (10 parcels)	49.900
<b>2019/2020 PROPOSED ASSESSMENT PER AU</b>	<b>\$405.68</b>
<b>2019/2020 MAXIMUM ASSESSMENT PER AU</b>	<b>\$542.04</b>

\* The 1972 Act allows the District assessments to "...include a reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the city expects to receive its apportionment of special assessments and tax collections from the county, whichever is later." The Reserve Fund will be

considered fully funded when the account balance reaches an amount equal to approximately 50% of the annual District costs.

**<sup>1</sup> Capital Replacement Fund** – This line item, shown on the budget page for each Zone, is specifically intended for the use in replacing the lighting poles for street lights and traffic signals within the District. There are two reasons to consider the replacement of lighting poles. First, there is a finite life span of a standard lighting pole, which is approximately 50 years. Secondly, there must be a contingency plan in place for the possibility that a lighting pole gets damaged or knocked down, either by way of accident or by natural disaster. The current replacement cost of a lighting pole is approximately \$10,500.00.

At the end of FY19/20, the Capital Reserve Replacement Fund was \$30,613.24 for the District. The City sought to collect \$9,500 from both Zones with a goal of increasing the Capital Replacement Fund to \$40,113.24. We are on target to meet or exceed our goal and expect to begin FY20/21 with \$40,113.24 in the Capital Reserve Replacement Fund.

Calculation as estimated to replace all lighting poles after 50 years, as well as a contingency to account for the possibility of a knockdown, accident or natural disaster:

Zone	Cost per Pole	Number of Poles	Estimated Life Span (Years)	Knockdown Contingency (\$50 per pole)	Estimated Yearly Cost
A	\$10,500	10	50	\$500	\$2,600.00
B	\$10,500	12	50	\$600	\$3,120.00

$\$10,500 \text{ per light pole} * 22 \text{ poles} = \$231,000 / 50 \text{ years} = \$4,620 + \$1,100 \text{ for Contingency} = \$5,720 \text{ annually.}$

The replacement cost of a lighting pole was increased from \$6,000 to \$10,500 in the 2015/2016. The change was initiated based on the actual cost to replace a street light pole. The original amount was an estimate which was shown to be less than needed to actually replace a street light pole. The costs will continue to be collected through the assessment amounts as part of the Capital Replacement Fund, as shown in the District Budgets.

## DESCRIPTION OF BUDGET ITEMS

**1. Landscape Maintenance** – Includes all regularly scheduled labor, material and equipment required to properly maintain the landscaping improvements and ensure they remain in a healthy and satisfactory condition. This item also includes the costs of labor and material required for weed control and graffiti abatement within the District.

**2. Irrigation** – Includes the furnishing of water required for the proper maintenance of the landscaping.

- 3. Irrigation Power/Control** – Includes the costs of furnishing electrical energy, repairs and other maintenance required to operate and maintain the irrigation system.
- 4. Traffic Signal Maintenance and Power** – Includes the costs of furnishing electrical energy required for the proper operation of the traffic signals, all regularly scheduled labor, and material and equipment required to properly maintain the traffic signals and poles which includes replacement of the signal bulbs when necessary.
- 5. Street Light Maintenance and Power** – Includes the costs of furnishing electrical energy required for the proper operation of the street lights, all regularly scheduled labor, material and equipment required to properly maintain the street lights and poles which includes replacement of the bulbs when necessary.
- 6. Capital Replacement Fund** – Includes the costs to build a fund for the eventual replacement of the street light and traffic signal poles and other items. This also serves as a contingency for a natural disaster or an accidental knockdown of a street light pole.
- 7. City Administration** – Includes the costs to all particular departments and staff of the City for providing coordination of annual District administration process, operation and maintenance of the improvements and responding to public concerns.
- 8. County Administration Fee** – Includes the County costs related to placement of the annual assessment charges onto the tax roll and the generation of annual tax bills related thereto. Contra Costa County charges a Levy Code Fee of \$250 per district, \$0.76 Collection Fee per parcel, and \$0.09 Assessor User Code Fee per parcel. Each Zone is charged \$125 plus \$0.85 per parcel.

## **SECTION IV – DISTRICT DIAGRAM**

The following page(s) show the Assessment Diagrams for The Pinole Valley Road Landscape and Lighting Assessment District. The lines and dimensions shown on maps of the Contra Costa County Assessor for the current year are incorporated by reference herein and made part of this Report.

## **SECTION V – ASSESSMENT ROLL**

Parcel Identification for each lot or parcel within the District shall be based on available parcel maps and other property data from the Contra Costa County Assessor's office as they existed at the time this Report was prepared and adopted by the City Council.

A listing of parcels assessed within the District for Fiscal Year 2019/2020, along with the corresponding assessment amounts, is included on the following pages. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel(s) shall be

based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amounts applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-way, including public greenbelts and parkways; utility rights-of-way; common areas; landlocked parcels; small parcels vacated by the County, bifurcated lots and any other property that cannot be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and are therefore, exempted from assessment.

Zone	APN	Parcel Acreage	Parcel Type	Parcel AU	2020/2021 Assessment Per AU	2020/2021 Assessment	Applied Assessment
A	401-211-030	3.62	COM	14.48	\$422.04	\$6,111.08	\$6,111.08
A	401-211-031	1.27	COM	5.08	\$422.04	\$2,143.94	\$2,143.94
A	401-211-032	0.42	COM	1.68	\$422.04	\$709.02	\$709.02
A	401-211-033	0.6	CMV	2.40	\$422.04	\$1,012.89	\$1,012.88
A	401-211-035	0.573	COM	2.292	\$422.04	\$967.31	\$967.30
A	401-410-005	2.23	COM	8.92	\$422.04	\$3,764.56	\$3,764.56
A	401-410-019	2.006	COM	8.024	\$422.04	\$3,486.41	\$3,486.40
A	401-410-020	<u>2.48</u>	COM	<u>9.92</u>	\$422.04	\$4,186.59	\$4,186.58
		<b>13.199</b>		<b>52.796</b>		<b>\$22,281.80</b>	<b>\$22,281.76</b>
B	360-010-028	0.344	COM	1.376	\$405.68	\$558.22	\$558.22
B	360-010-029	1.738	COM	6.952	\$405.68	\$2,820.30	\$2,820.30
B	360-010-030	0.53	COM	2.12	\$405.68	\$860.04	\$860.04
B	360-010-031	0.63	COM	2.52	\$405.68	\$1,022.32	\$1,022.32
B	360-010-033	0.43	COM	1.72	\$405.68	\$697.77	\$697.76
B	360-150-043	1.24	COM	4.96	\$405.68	\$2,012.18	\$2,012.18
B	360-150-044	0.48	COM	1.92	\$405.68	\$778.91	\$778.90
B	401-310-021	5.683	COM	22.732	\$405.68	\$9,221.95	\$9,221.94
B	401-310-022	0.46	COM	1.84	\$405.68	\$746.45	\$746.44
B	430-330-027	<u>0.94</u>	COM	3.76	\$405.68	\$1,525.36	\$1,525.36
		<b>12.475</b>		<b>49.900</b>		<b>\$21,243.50</b>	<b>\$20,243.46</b>
	<b>Totals:</b>	<b>25.674</b>		<b>102.696</b>		<b>\$42,525.30</b>	<b>\$42,525.22</b>

Parcel Type: "COM" is a developed commercial property  
 "CMV" is an undeveloped commercial property

**Zone A** – APN 401-410-017 was merged from three former parcels (APN's 401-410-014, 401- 410-015 & 401-410-016), and became active and assessable for Fiscal Year 2011/2012. APN 401-211-34 was annexed into the District for the 2013/2014 year. APN 401-410-017 was split into 401-410-019 and 020 for Fiscal Year 2018/2019.

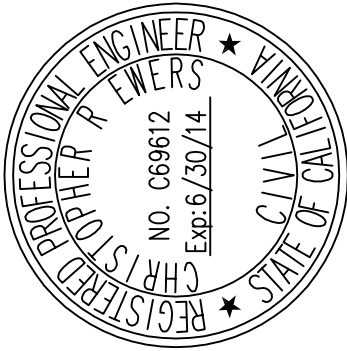
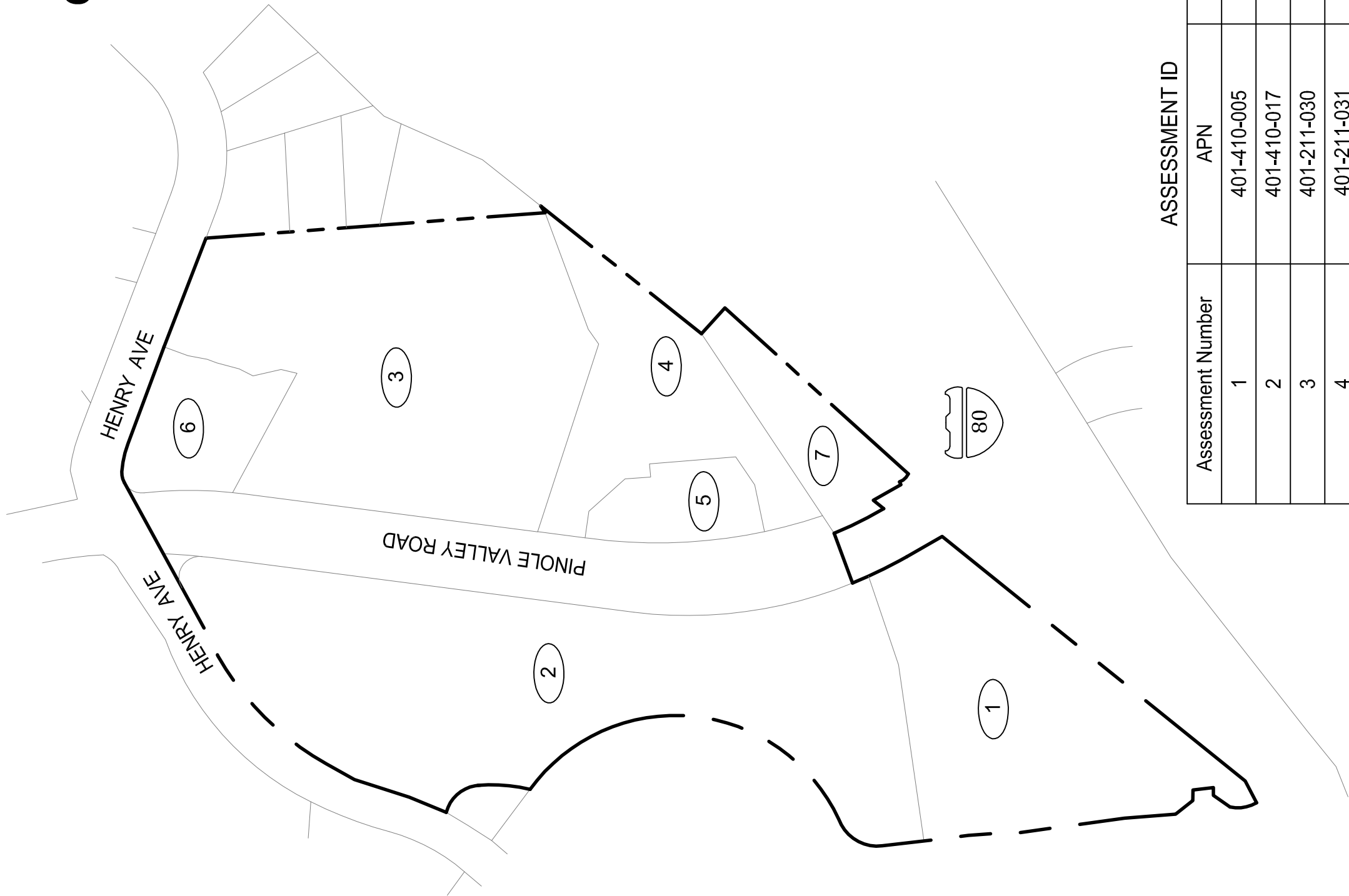
**Zone B** – APN's 401-310-010 and 401-310-013 were merged into APN 401-310-019. This parcel became active and assessable for Fiscal Year 2011/2012. APN's 401-310-002; 003; 012; 017; 018 & 019 were merged into APN 401-310-021 for Fiscal Year 2013/2014. APN 401-310-018 became parcel 022 for Fiscal Year 2013/2014. APN 430-330-022 merged into APN 401-310-021 for Fiscal Year 2014/2015.

REVISED ASSESSMENT DIAGRAM

PINOLE VALLEY ROAD LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

ZONE A

CITY OF PINOLE  
COUNTY OF CONTRA COSTA  
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF PINOLE,  
THIS DAY \_\_\_\_ OF \_\_\_\_, 20\_\_.

CITY CLERK  
CITY OF PINOLE  
CONTRA COSTA COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE REVISED ASSESSMENT DIAGRAM FOR THE PINOLE VALLEY ROAD LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT, CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PINOLE AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_ DAY OF \_\_\_\_, 20\_\_, BY ITS RESOLUTION NO. \_\_\_\_.

CITY CLERK  
CITY OF PINOLE  
CONTRA COSTA COUNTY, CALIFORNIA

FILED THIS \_\_\_\_ DAY OF \_\_\_\_, 20\_\_ AT THE HOUR OF \_\_\_\_ O'CLOCK \_\_\_\_ M.,  
IN BOOK \_\_\_\_ AT PAGE \_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN  
THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

COUNTY RECORDER  
COUNTY OF CONTRA COSTA

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL  
WITHIN THE DISTRICT, REFER TO THE 2006 COUNTY OF CONTRA COSTA ASSESSOR'S MAPS.

ASSESSMENT ID

Assessment Number	APN	ZONE
1	401-410-005	A
2	401-410-017	A
3	401-211-030	A
4	401-211-031	A
5	401-211-032	A
6	401-211-033	A
7	401-211-034	A

LEGEND

- EXISTING ZONE A BOUNDARY
- PARCEL LINES
- 3 ASSESSMENT NO.

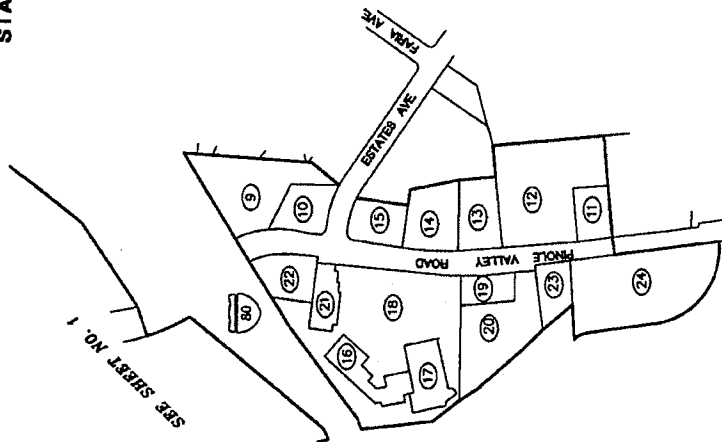


SCALE: 1" = 100'  
GRAPHIC SCALE

**SDS**  
SPECIAL DISTRICT SERVICES  
P.O. Box 892727  
Temecula, CA 92589  
(877) 688-6999

# ASSESSMENT DIAGRAM PINOLE VALLEY LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE B

CITY OF PINOLE  
COUNTY OF CONTRA COSTA  
STATE OF CALIFORNIA



Assessment Number	APN	ZONE
9	360-150-043	B
10	360-150-044	B
11	360-010-028	B
12	360-010-029	B
13	360-010-030	B
14	360-010-031	B
15	360-010-033	B
16	401-310-002	B
17	401-310-003	B
18	401-310-010	B
19	401-310-012	B
20	401-310-013	B
21	401-310-017	B
22	401-310-018	B
23	430-330-022	B
24	430-330-027	B

LEGEND  
 --- ANNEXATION BOUNDARY  
 --- PARCEL LINES  
 (21) ASSESSMENT NO.

200 100 0 200  
 SCALE: 1" = 200'  
 GRAPHIC SCALE



N|B|S

3505 Inmate Parkway, Suite 110  
 Fremont, CA 94522  
 Local Government Solutions



## **CITY COUNCIL REPORT**

**9A**

**DATE: MAY 5, 2020**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: ANDREW MURRAY, CITY MANAGER**

**SUBJECT: REPORT FROM PINOLE BRANCH LIBRARY ON FISCAL YEAR (FY) 2019/20 UTILIZATION**

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### **RECOMMENDATION**

City staff recommends that the City Council accept a report on branch utilization in fiscal year (FY) 2019/20 for the Pinole branch of the County library system.

### **BACKGROUND**

The Contra Costa County Library system provides library services and materials to members of the public online and at multiple branch locations, including the Pinole branch at 2935 Pinole Valley Road. In 2019, the City and the County entered into a Library Service and Maintenance Agreement (Attachment A). Through the agreement, which went into effect on July 1, 2019, the City agreed to pay the cost to maintain the Pinole branch building, which the County owns, and the County agreed to provide 35 open hours weekly. Previously, the City had not contributed any funding toward the branch library, and the County provided 24 open hours weekly.

The agreement is for a one-year term, with an automatic renewal. For FY 2019/20, the City is scheduled to pay the County \$138,284 for maintenance. Either the City or the County may terminate the agreement by providing the other party with one year's notice. If the City experiences a substantial budget shortfall, as determined by the City, due to circumstances beyond the City's reasonable control, the City may terminate the agreement by providing the County with a 120-day written termination notice.

When approving the agreement in 2019, the City Council requested that the County provide a report, in Spring 2020, on the branch's utilization, to assess the impact of the increase in open hours from 24 to 35 weekly.



### **REVIEW & ANALYSIS**

Staff of the Pinole branch library have provided the City with a memorandum (Attachment B) and presentation (Attachment C) on service and material utilization in FY 2019/20. This is an informational report to the City Council. The City Council does not need to take any action on the report. The report, however, might inform a decision by the City Council to either continue or terminate the Library Service and Maintenance Agreement.

### **FISCAL IMPACT**

Accepting the informational report from the County does not have any fiscal impact. The County has informed the City that the maintenance cost for FY 2020/21 will be \$147,735.

### **ATTACHMENT(S):**

- A. Library Maintenance and Service Agreement
- B. Memorandum from Contra Costa County Library of April 24, 2020 on Benefits of Increased Hours
- C. Presentation from Contra Costa County Library on Benefits of Increased Hours

**LIBRARY MAINTENANCE**

**and**

**SERVICE AGREEMENT**

**Between**

**COUNTY OF CONTRA COSTA**

**and**

**THE CITY OF PINOLE**

**RECEIVED**  
**JUN 24 2019**  
CITY OF PINOLE  
CITY MANAGER'S OFFICE

**July 1, 2019**

**LIBRARY MAINTENANCE AND SERVICE AGREEMENT**  
**BETWEEN**  
**COUNTY OF CONTRA COSTA AND THE CITY OF PINOLE**

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**EXHIBITS**

Exhibit A      Form of Agreement Supplement

## **LIBRARY MAINTENANCE AND SERVICE AGREEMENT**

This library maintenance and service agreement is dated July 1, 2019 (the “**Effective Date**”), and is between the CITY OF PINOLE, a California municipal corporation (the “**City**”), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**”).

### **Recitals**

- A. The County is the owner of the real property located at 2935 Pinole Valley Road, Pinole, CA 94564 (the “**Property**”).
- B. The Property has been improved with a building, a parking lot and landscaping. The building is the site of the Pinole Library (the “**Library**”). The County operates the Library as a public library that lends books and other media to the public and offers programs to the public.
- C. The City and the County agree that the presence of a public library in a community enhances the quality of life in that community. The City and the County therefore desire to work cooperatively to permit the County to operate the Library as a public library. Toward this end, the City desires (i) to contribute to the cost of maintaining the Library in exchange for receiving Library Services at the Library for Base Hours, and (ii) to pay for the cost of Library Services made available at the Library through Extra Hours.

The parties therefore agree as follows:

### **AGREEMENT**

1. **DEFINITIONS. The following terms have the following meanings:**

“**Actual Hours**” means the number of hours of Library Services that the County will provide each week in a Fiscal Year at the Library and is the sum of Base Hours and Extra Hours.

“**Agreement Supplement**” means a supplement to this Agreement in substantially the form of Exhibit A – Form of Agreement Supplement.

“**Base Hours**” means the number of hours of Library Services that the County will provide each week in a Fiscal Year at the Library, as shown on each Agreement Supplement in accordance with Section 5 below.

“**Countywide Base Hours**” means the number of hours of Library Services the County provides each week in a Fiscal Year to County-operated City-owned libraries.

**“Extra Hours”** means the number of hours of Library Services that the City elects to obtain from the County each week at the Library that are in excess of Base Hours. The City is responsible for the cost of Extra Hours.

**“Fiscal Year”** means a twelve-month period beginning July 1.

**“Librarian”** means the person designated by the County as the County Librarian.

**“Library Services”** includes lending books and other media to the public, offering programs to the public, and providing collection management and technical services in the course of operating the Library. Except as otherwise provided herein, Library Services does not include Maintenance Costs.

**“Maintenance Costs”** means the cost of maintaining the Library, as reasonably determined by the County, and includes the cost of landscaping, pest control, utilities, custodial services and routine maintenance.

**“Payment Reduction Factor”** means 1 minus a fraction, the numerator of which is the number of Base Hours provided by the County to the City over the relevant period of time and the denominator of which is the Countywide Base Hours over the same period of time.

2. **TERM.** The **“Initial Term”** of this agreement begins on the Effective Date and ends on June 30, 2020.
  - A. **Automatic Renewal.** This agreement will automatically renew on a yearly basis unless written notice is given by either party of their intent to terminate the agreement at least one year in advance in accordance with Section 2.B, Termination, below. Each annual renewal period is a **“Renewal Term.”** Each Renewal Term will automatically commence on the day following the last day of the prior Term. Upon commencement of a Renewal Term, the **“Term”** of this agreement will be deemed to mean the Initial Term and each Renewal Term.
  - B. **Termination.** Either party may terminate this agreement at any time by giving the other party written notice at least one year prior to the proposed termination date; provided, however, if the City experiences a substantial budget shortfall, as determined by the City, due to circumstances beyond its reasonable control, the City may terminate this agreement by providing the County with a 120-day written termination notice. In the event of termination, (i) the County shall discontinue invoicing the City, and the City will not be required to pay, for Library Services delivered after the termination date, and (ii) the County shall reduce the number of hours the Library is operated to that number that leaves the County indifferent to the City’s reduced contribution to Maintenance Costs, even if such reduction results in the closure of the Library.
3. **CONSIDERATION – BASE HOURS.** In exchange for the City paying the Maintenance Costs in accordance with this agreement, the County shall perform Library Services at the Library for that number of hours equal to Base Hours.

4. **CONSIDERATION – EXTRA HOURS.** In exchange for the City paying for the cost of Extra Hours, as such costs are determined by the County, the County shall perform Library Services at the Library for the number of Extra Hours determined by the City and the County in accordance with Section 5.C, City Election; Extra Hours, below.

5. **OPERATIONS: HOURS; COSTS.**

- A. **Initial Period.** For the Initial Term (i) the number of Base Hours the County will provide, (ii) the number of Extra Hours the City elects to obtain from the County, (iii) the resulting number of Actual Hours, and (iv) the cost to the City for Maintenance Costs and Extra Hours (such costs, the “City’s Obligation”) are set forth in Agreement Supplement No. 1, which supplement is substantially in the form of Exhibit A.
- B. **Annual Modifications.** For each Renewal Term, the Librarian will provide an Agreement Supplement to the City in substantially the form of Exhibit A by March 31 of each year. The Agreement Supplement will set forth (i) the number of Base Hours the County will provide in the upcoming Fiscal Year, (ii) the number of Extra Hours of Library Service the County anticipates that the City will elect to obtain from the County at the Library in the upcoming Fiscal Year (in the absence of more current information from the City, the County will assume the number of Extra Hours in the upcoming Fiscal Year will be equal to the number of Extra Hours then in effect), (iii) the resulting number of Actual Hours during which Library Services will be conducted at the Library in the upcoming Fiscal Year, and (iv) the cost of the City’s Obligation.
- C. **City Election: Extra Hours.** Within 60 days of receiving the Agreement Supplement, the City shall notify the Librarian in writing if it intends to modify the number of Extra Hours at the Library in the upcoming Fiscal Year. Such modification may be based on fiscal or other considerations identified by the City.
1. **Change in Extra Hours from Prior Fiscal Year.** If the County receives a notice modifying the number of Extra Hours desired in the upcoming Fiscal Year within the time allotted, the parties shall use good faith efforts to finalize a revised Agreement Supplement for the upcoming Fiscal Year before the July 1 start of that Fiscal Year. If the City fails to make a final determination regarding the number of Extra Hours before the start of the upcoming Fiscal Year, the Agreement Supplement issued by the Librarian for the upcoming Fiscal Year will be effective until the City makes its final determination and a revised Agreement Supplement for that Fiscal Year is executed. The final, revised, Agreement Supplement will be effective upon its execution by the County and the City.
  2. **No Change in Extra Hours from Prior Fiscal Year.** If the County does not receive a notice modifying the number of Extra Hours desired in the upcoming Fiscal Year within the time allotted, the County and the City shall each execute the original Agreement Supplement issued by the Librarian for the upcoming Fiscal year, which Agreement Supplement will become effective on July 1 of the Fiscal Year to which it applies.

- D. Invoices; Payment. The County will invoice the City quarterly for Maintenance Costs and Extra Hours, if applicable, incurred in the prior quarter. The City shall pay the County the amount due to the County within thirty (30) days of receipt of the invoice. In no event is the City obligated to pay an amount greater than the amount identified as the City's Obligation in the Agreement Supplement in effect for that Fiscal Year.

6. **DEFAULT; REMEDIES.**

A. City Default.

1. Default. If the City fails to pay the full amount of the City's Obligation, it is a default under this agreement, with the exception of circumstances provided for in Section 2.B.
2. Remedy. Upon the occurrence of a default by the City, the County may reduce the number of hours the Library is operated to that number that leaves the County indifferent to the City's failure to pay, even if such reduction results in the closure of the Library.

B. County Default.

1. Default. If the Base Hours provided to the City by the County in any 30-day period is less than the Countywide Base Hours and no City default exists pursuant to Section 6.A, it is a default under this agreement; provided, however, no County default will exist if the Base Hours are less than the Countywide Base Hours as a result of circumstances beyond the County's reasonable control.
2. Remedy. Upon the occurrence of a default by the County, the City will not be required to pay the full Maintenance Costs for the period of time that the Base Hours were less than the Countywide Base Hours. The reduction in the amount the City will be required to pay for Maintenance Costs will be equal to the result obtained by multiplying the Maintenance Costs for such period by the Payment Reduction Factor.

7. **MISCELLANEOUS.**

- A. Notices. Any notice required or permitted under this Lease must be in writing and sent by facsimile with written transmission confirmation, overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To City:	City of Pinole City Manager
	2131 Pear Street, Pinole, CA 94564
	Phone: (510) 724-9837
	Facsimile: (510) 724-9826

To County: Melinda Cervantes, County Librarian  
Contra Costa County Library  
777 Arnold Drive, Suite 210, Martinez, CA 94553  
Phone: (925) 608-7700  
Facsimile: (925) 608-7761

Either party may at any time designate in writing a substitute address for that set forth above, and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all written notices will be deemed effective (i) upon confirmed facsimile transmission, (ii) the next business day, if sent by overnight courier, and (iii) three days after being deposited in the United States Postal system.

- B. Governing Law. The laws of the State of California govern all matters arising out of this agreement.
- C. Severability. In the event that any provisions of this agreement are held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this agreement will not in any way be affected or impaired.
- D. Entire Agreement. Neither party has relied on any promise or representation not contained in this agreement. All previous conversations, negotiations and understandings are of no further force or effect.

[Remainder of Page Intentionally Left Blank]




- E. Construction; Modification. This agreement is not to be construed as if it has been prepared by one of the parties, but rather as if both parties have prepared it. This agreement may be modified only by a writing signed by both parties.

The parties are executing this agreement as of the date set forth in the introductory paragraph.

**COUNTY**

COUNTY OF CONTRA COSTA, a  
political subdivision of the State of  
California

By:

  
Melinda S. Cervantes  
County Librarian

**CITY**

CITY OF PINOLE, a  
municipal corporation of the State of  
California

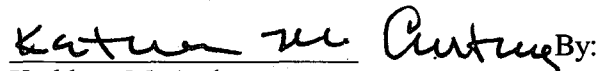
By:

  
Michelle Fitzer  
City Manager


**APPROVED AS TO FORM:**

SHARON L. ANDERSON, COUNTY COUNSEL

By:

  
Kathleen M. Andrus  
Deputy County Counsel

By:

  
Eric Casher  
City Attorney

## Agreement Supplement

### AGREEMENT SUPPLEMENT No. 1

This Agreement Supplement No. 1 is dated July 1, 2019 and supplements the Library Maintenance and Service Agreement dated July 1, 2019, between the City of Pinole, a municipal corporation of the State of California (the "City"), and the County of Contra Costa, a political subdivision of the State of California (the "County").

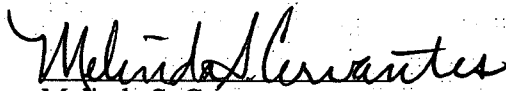
Unless otherwise defined herein, capitalized terms have the meanings given to such terms in the Library Maintenance and Service Agreement.

1. In exchange for the payment of the Maintenance Costs by the City, the number of Base Hours to be provided by the County in the Fiscal Year beginning July 1, 2019, is 35 per week.
2. The number of Extra Hours to be provided in the Fiscal Year beginning July 1, 2019 is 0.
3. The number of Actual Hours to be provided in the Fiscal Year beginning July 1, 2019 is 35 per week.
4. The Maintenance Costs for the Fiscal Year beginning July 1, 2019 is **\$138,284**.
5. The cost of the Extra Hours for the Fiscal Year beginning July 1, 2019 is \$0.
6. The City's Obligation for the Fiscal Year beginning July 1, 2019 is **\$138,284**.
7. This Agreement Supplement No. 1 is effective in accordance with the terms of the Library Maintenance and Service Agreement.

#### COUNTY

COUNTY OF CONTRA COSTA, a  
political subdivision of the State of  
California


By:

  
Melinda S. Cervantes  
County Librarian

#### CITY

CITY OF PINOLE, a  
municipal corporation of the State of  
California

By:

  
Michelle Fitzer  
Pinole City Manager

# Memo



To: Andrew Murray  
 From: Francis Adebola-Wilson  
 CC: Melinda Cervantes; Gail McPartland  
 Date: April 24, 2020  
 Re: Benefits of increased hours

---

Hi, Mr. Murray.

Please find below a summary of the increased usage and other data points per your request.

The presentation to the Pinole City Council outlines the benefits of the extended hours at the Pinole library. Here, we provide statistics on library usage by the community, as well as descriptions of the many programs and services the library has to offer.

**Families and friends have a place to read, study, think, and explore:** Pinole Library benefits from being part of the Contra Costa County Library, which extends our variety of materials for offer far beyond the healthy collection of items on the shelf at our location. 47316 items were borrowed for the time period of July 2019 and February 2020. This represents the first half of our first year of extended hours.

**Families enjoy free resources for information and entertainment:** The library supports the technological and information needs in the community. We help bridge the digital divide by providing public computer access to those who don't have computers in their homes, as well as training on how to use computers and the Internet. Our professional and paraprofessional staff are assets in helping people find and utilize verifiable and high-quality information sources and connecting them with experts via referrals to other organizations and via library programming.

**Community Values:** The people of Pinole have shown their recognition and appreciation of the important resources the library provides through their use of the library and participation in our programs and services.

**Expanded Hours, Expanded Services:** The increase in library hours and additional funding have allowed the Pinole Library to increase services and programs in important areas, including early literacy offered 3 times a week, adult literacy offered 2 times a week, English language learning for non-English speakers

offered 2 times a week, and health/wellness/civic responsibility for our teens offered twice in a week, and workforce development programs offered once a week.

**Pinole Library provides comparative statistics** between the time period of our extended hours and that same timeframe from the previous year. The data includes library visits (52098), new card registrations (453), monthly program attendance (4906), monthly tallies of items borrowed (47316), and computer logins (2123), and WIFI usage (1650). Examples of programs are: Family night programs; Lapsit; After School Game Time for Teens; Pinole Book Club; Hooks and Needles: Computer Help; Builders Club; Mindfulness Meditation; Finding Your Voice / Pinole Writing Club; Summer Reading & Lunch Program; and Community Programs which included Pinole Police Department Literacy Program and hosting Pinole City Strategic Plan Public Engagement Meeting.

**A Treasure in Our Community: Benefits of additional hours.** The increase in open hours at the Pinole Library serves the community in many important ways. Along with having additional access to our resources, collections, and facilities, the Library also expand its outreach to the community and support more enriching activities at the branch. Our increased hours result in increased support for children, teens, seniors, working families, job seekers, and many other people in our community that benefit from what our library has to offer.

Thank you,

Francis Adebola-Wilson

Senior Community Library Manager – Pinole Library



CONTRA COSTA COUNTY LIBRARY

*bringing people and ideas together*



## ATTACHMENT C

PINOLE LIBRARY

CONTRA COSTA COUNTY LIBRARY

BENEFITS OF INCREASED HOURS

A PRESENTATION TO PINOLE CITY COUNCIL

MAY 5, 2020

**Families and friends have a place to read, study, think, and explore ideas.**

The Pinole Library offers free access to over 1.4 million books, movies, magazines, and more through the Contra Costa County Library, including over 47,800 items available locally in Pinole.

Between July 2019 and February 2020, community members borrowed 47316 items from the Pinole Library.

## Five New Library Cards



## Families enjoy free resources for information and entertainment.

The Pinole Library forms an essential part of the community's information infrastructure by providing free and equal access to computers, the Internet, and information resources.

**Bridging the Digital Divide:** For many Pinole families, the Library is the only place to use computers and access the Internet.

**Computer Literacy:** Library staff and volunteers provide instruction to help patrons learn computer skills and use information successfully.



**Information Literacy:** Library staff provide instruction to help patrons find and utilize high-quality, verifiable information resources.

**Visits from Experts:** Programs bring experts in different areas of knowledge to the library for fun and engaging learning experiences.

East Bay Vivarium performer displaying an exotic animal



## Community Values

A community that supports its library reflects a community that values learning and is committed to progress

- Over half of Pinole residents have a library card.
- The library offers a place for families and friends to gather, a place to think and explore ideas.
- Families save money and enjoy a free source of information and entertainment.





## Expanded Hours, Expanded Services

The Pinole Library continues to provide programs and services that build the skills needed to succeed in school and in life, including:

- Early Literacy programs offered 3 times a week to help prepare young children to succeed in school.
- After school programs offered 2 times a week for teens and tweens that develop social and self-awareness skills.
- Workforce development programs offered once a week.
- Literacy tutors offered 2 times a week to help adults improve reading skills.
- English Conversation Groups offered 2 times a week to help adults with limited English language skills gain confidence in their communication.

We offer an environment where members of the community can explore their interests, feed their curiosity, and learn to enjoy reading.



Programs bring people in for fun and engaging learning experiences.

## Community Engagement: Library Visits and New Registrations

Dates	Library Visits	Change	% Change
July 2018 – February 2019	41,891		
July 2019 – February 2020	52,098	10,207	24%

Dates	New Cards	Change	% Change
July 2018 – February 2019	342		
July 2019 – February 2020	453	111	32%



## Program Attendance

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	2018/19	2019/20		
	Attendance	Attendance	Change	% Change
July	1078	924	-154	-14%
August	671	602	-69	-10%
September	644	624	-20	-3%
October	503	547	44	1%
November	409	753	344	84%
December	490	471	-19	-4%
January	335	574	239	71%
February	481	411	-70	-15%
	<b>4611</b>	<b>4906</b>	<b>295</b>	<b>14%</b>

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## Items Borrowed FY 18/19 & FY 19/20

	Items Borrowed	Items Borrowed	Change	% Change
Months	2018/19	2019/20		
July	4917	6541	1624	33%
August	5956	7317	1361	23%
September	5181	6028	847	16%
October	5539	6586	1047	19%
November	5194	6294	1100	21%
December	4871	4472	-399	-8%
January	5622	5161	-461	-8%
February	5123	4917	-206	-4%
<b>Total</b>	<b>42403</b>	<b>47316</b>	<b>4913</b>	<b>12%</b>

## Computer Logins

	2018/19 Logins	2019/20 Logins	Change	% Change
July – September	1704	2123	419	25%

## QTR 1 FY 2018/19 & FY 2019/20 Wi-Fi Stats

	Wifi Logins Statistics			
	2018	2019	Change	% Change
July	382	519	137	36%
August	421	543	122	29%
September	434	588	154	35%
	1237	1650	413	33%



## A treasure in our community

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- **Benefits of additional hours:**
  - Increased participation in community and school outreach events, and better support of our ongoing community activities hosted in the library
  - Increased resources for our communities, including children, seniors and underserved communities
  - More working families enjoy the library with their children
  - Job seekers have more time on a computer
  - Teens have more time in a safe space for productive activities
  - Pinole residents take advantage of important resources the library offers
  - Safe and welcoming place to pursue educational and cultural enrichment activities



Thank You!



Any Questions?