

**CORONAVIRUS ADVISORY
INFORMATION:**

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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 19, 2020**

VIA ZOOM TELECONFERENCE

5:30 P.M.

Please note the early start time.

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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

Comments received before the close of the public comment period for that 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. Any comments received after the close of the public comment period will be distributed to Council and relevant staff after the meeting and filed with the agenda packet.

WAYS TO WATCH THE MEETING

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

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

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

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

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

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

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

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

An official who has a conflict must, prior to consideration of the decision: (1) publicly identify in detail the financial interest that causes the conflict; (2) recuse himself /herself from discussing and voting on the matter; and (3) leave the room until after the decision has been made, Cal. Gov't Code § 87105.

3. CONVENE TO A CLOSED SESSION

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

A. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

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

B. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

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

C. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

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

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

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

5. CITIZENS TO BE HEARD (Public Comments)

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

6. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

- A. Proclamations
 - 1. Recognizing May 17-23, 2020 as Public Works Week
- B. Presentations / Recognitions
 - 1. Update on COVID-19 Crisis by Supervisor John Gioia

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 21, 2020
- B. Receive the May 2, 2020 – May 15, 2020 List of Warrants in the Amount of \$639,510.79 and the May 15, 2020 Payroll in the Amount of \$384,860.48
- C. Resolution Confirming Continued Existence Of Local Emergency **[Action: Adopt Resolution per Staff Recommendation (Casher)]**
- D. Extend Terms Of Planning Commissioners **[Action: Adopt Resolution per Staff Recommendation (Iopu)]**
- E. Approve And Authorize The City Manager To Execute An Amendment For Two Years To The Existing Agreement With Rosenow, Spevacek Group Inc (RSG) In The Total Amount Of \$112,550 For Affordable Housing Monitoring Services And Preparation Of The Housing Successor Agency Annual Report For Fiscal Year 2019-20 And Approve A Budget Appropriation From The Housing Successor Fund **[Action: Adopt Resolution per Staff Recommendation (De La Rosa)]**
- F. Authorizing The City Manager To Execute A Task Order With RSG, Inc. In The Amount Not To Exceed \$65,000 To Procure Commercial Real Estate Broker Services For The Sale Of Several Former Redevelopment And Housing Assets **[Action: Adopt Resolution per Staff Recommendation (De La Rosa)]**
- G. Adoption Of Sewer System Management Plan 2020 **[Action: Adopt Resolution per Staff Recommendation (T. Miller)]**
- H. Adopt A Resolution Approving The City Of Pinole's Title Vi Program **[Action: Adopt Resolution per Staff Recommendation (T. Miller)]**

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. Consider A Resolution Directing Staff To Fly The Rainbow Flag During The Month Of June [Action: Discuss and Provide Direction (Murray)]

10. NEW BUSINESS

- A. Discussion And Direction Regarding Having City Staff Add A Graphic Promoting Census 2020 To Staff's Email Signature Block [Action: Discuss and provide Direction (Murray)]

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 June 2, 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: May 14, 2020 at 4:00 P.M.

Heather Iopu, CMC
City Clerk

**CITY COUNCIL MEETING
MINUTES
April 21, 2020**

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

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

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

A. COUNCILMEMBERS PRESENT

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

B. STAFF PRESENT

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

City Clerk Iopu announced the agenda was posted on April 16, 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

Mayor Swearingen convened the meeting to closed session at 6:02 p.m.

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

Mayor Swearingen reconvened the meeting at 6:23 p.m. and announced that there was no reportable action

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: **Rafael Menis, David Ruport, James Family & Friends**

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 that were read aloud and will be filed with the agenda packet record for this meeting: **Rafael Menis**

Council members asked questions of staff regarding item 7G. Staff responded to questions.

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

ACTION: Motion by Council Members Martinez-Rubin/Murray to approve Consent Calendar Items A-G

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

8. PUBLIC HEARINGS

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

NONE

9. OLD BUSINESS

NONE

10. NEW BUSINESS

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

City Manager Murray presented report and background information on the item.

Council members made comments and asked questions of staff. Staff responded to questions.

ACTION: Motion by council members Tave/Murray to Adopt A Resolution To Authorize The City Manager To Execute The CALWARN Mutual Assistance Agreement

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

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 the Beautification Ad Hoc committee. Discussed topics of the recent remote meeting. Provided an update on Census activities.

Council member Tave shared website for more COVID-19 information and provided current health statistics related to the health crisis. Announced that Assembly Member Wicks is addressing concerns for small business owners. Encouraged local business owners to contact him for more information,

Mayor Swearingen reported the upcoming remote meeting of WestCAT.

Council member Salimi announced recent local statistics of the COVID-19 crisis. Stated that we have made progress but we have more work to do with regard to testing.

Council member Murray announced that AAA is offering support services related to COVID-19 and members can reach out to them to find out more.

D. Council Requests For Future Agenda Items

None.

A. City Manager Report / Department Staff

City Manager Murray encouraged the public to check the City website for important information on the COVID-19 situation and resources that are available.

B. City Attorney Report

City Attorney Casher announced upcoming meeting of the Municipal Code Update committee. Announced that he is working with the other City Attorneys in the region to ensure we are keeping with best practices as we navigate the COVID-19 crisis.

12. ADJOURNMENT to the Regular City Council Meeting of May 5, 2020 In Remembrance of Amber Swartz.

At 7:10 p.m., Mayor Swearingen adjourned to the Regular City Council Meeting of May 5, 2020 In Remembrance of Amber Swartz.

Submitted by:

Heather Iopu, CMC
City Clerk

WARRANT LISTING

By Vendor Name



City of Pinole, CA

Payment Dates 05/02/2020 - 05/15/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: JOH35 - KAY JOHNSON					
51120	93939	05/15/2020	209-552-36412	SF MUSEUM TRIP CANCELED DUE TO SHELTER IN PLACE	98.00
Vendor JOH35 - KAY JOHNSON Total:					98.00
Vendor: HON02 - ALAN HONEA					
51220	93940	05/15/2020	100-117-41101	UNCLAIMED PROPERTY CK#88268	74.28
Vendor HON02 - ALAN HONEA Total:					74.28
Vendor: 1898 - ALBERT NAHMAN PLUMBING AND HEATING					
29618837	93941	05/15/2020	100-222-42108	PLUMBING INSTALLATION- PD	2,750.00
Vendor 1898 - ALBERT NAHMAN PLUMBING AND HEATING Total:					2,750.00
Vendor: AMES2 - AMERICAN MESSAGING SERVICE, LLC					
W4102378UE	93942	05/15/2020	100-231-43101	SERVICES FROM 5/01-5/31/20	43.25
Vendor AMES2 - AMERICAN MESSAGING SERVICE, LLC Total:					43.25
Vendor: ARM04 - ARMOR LOCKSMITH SERVICES					
72104	93943	05/15/2020	100-343-42108	KEY DUPLICATE- PW	49.11
Vendor ARM04 - ARMOR LOCKSMITH SERVICES Total:					49.11
Vendor: ATT01 - AT&T					
000014641808	93944	05/15/2020	525-118-43101	9350BAN CABLE SERVICES 3/20- 4/19/20- IT	1,985.54
000014678414	93944	05/15/2020	525-118-43101	7193BAN CABLE SERVICES 4/01- 4/30/20- IT	50.90
287274105793X42820	93900	05/08/2020	215-341-43101	I-80 MOBILITY PROJECT MAR 21- APRIL 20 20	77.22
287277095767X04282020	93901	05/08/2020	215-341-43101	I-80 MOBILITY PROJECT MAR 21- APRIL 20 20	77.22
APRIL 08 20-2820	93945	05/15/2020	525-118-43101	INTERNET 4/9-5/8/20	62.75
APRIL 24 20-5000	93945	05/15/2020	525-118-43101	INTERNET 4/25-5/24/20	110.90
Vendor ATT01 - AT&T Total:					2,364.53
Vendor: BAX00 - BADGE FRAME, INC.					
459199	93902	05/08/2020	100-222-42514	ENGRAVED PLATES- PD	32.18
Vendor BAX00 - BADGE FRAME, INC. Total:					32.18
Vendor: BAY34 - BAY AREA NEWS GROUP- EAST BAY					
0001251434	93946	05/15/2020	100-112-42514	CLASSIFIED ADVERSITING	1,000.80
0001251434	93946	05/15/2020	100-112-42514	CLASSIFIED ADVERSITING	104.40
Vendor BAY34 - BAY AREA NEWS GROUP- EAST BAY Total:					1,105.20
Vendor: 1555 - BEN-KO-MATIC CO					
00049153	93903	05/08/2020	207-344-42107	EQUIPMENT MAINTENANCE- PW	3,394.52
19120234-CR	93903	05/08/2020	207-344-42107	EQUIPMENT MAINTENANCE CREDIT- PW	-19.21
Vendor 1555 - BEN-KO-MATIC CO Total:					3,375.31
Vendor: 1911 - BETH RAM					
51120	93947	05/15/2020	209-552-36412	SF MUSEUM TRIP CANCELED DUE TO SHELTER IN PLACE	196.00
Vendor 1911 - BETH RAM Total:					196.00
Vendor: 1910 - BONNIE LEAL					
51120	93948	05/15/2020	209-552-36412	SF MUSEUM TRIP CANCELED DUE TO SHELTER IN PLACE	98.00
Vendor 1910 - BONNIE LEAL Total:					98.00
Vendor: BOU01 - BOUND TREE MEDICAL, LLC					
83594745	93904	05/08/2020	100-231-42104	SUPPLIES- FIRE	52.44

WARRANT LISTING

Payment Dates: 05/02/2020 - 05/15/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
83594746	93904	05/08/2020	100-231-42104	SUPPLIES- FIRE	52.44
83596941	93904	05/08/2020	100-231-42104	SUPPLIES- FIRE	289.46
83607279	93949	05/15/2020	100-231-42104	SUPPLIES- FIRE	400.55
Vendor BOU01 - BOUND TREE MEDICAL, LLC Total:					794.89
Vendor: 1654 - BRINK'S INCORPORATED					
11136284	93950	05/15/2020	100-115-42101	TRANSPORTATION 5/01-/31/20	156.72
Vendor 1654 - BRINK'S INCORPORATED Total:					156.72
Vendor: CAL20 - CALIFORNIA ASSOCIATION OF PROFESSIONAL FIREFIGHTERS					
MAY 2020	93951	05/15/2020	100-231-41008	LONG TERM DISABILITY PLAN	324.50
Vendor CAL20 - CALIFORNIA ASSOCIATION OF PROFESSIONAL FIREFIGHTERS Total:					324.50
Vendor: 1578 - CALIFORNIA POLICE CHIEF ASSOCIATION					
15500	93905	05/08/2020	100-221-42401	MEMBERSHIP RENEWAL FEES- PD	695.00
Vendor 1578 - CALIFORNIA POLICE CHIEF ASSOCIATION Total:					695.00
Vendor: PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM					
100000016026358	93952	05/15/2020	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 20 2017 ID 674	86,881.75
100000016026368	93952	05/15/2020	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 20 2017 ID 675	94,233.76
100000016026377	93952	05/15/2020	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 20 2017 ID 25716	153.20
100000016026386	93952	05/15/2020	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 20 2017 ID 25717	267.55
100000016026394	93952	05/15/2020	100-117-41004	ANNUAL UNF ACC LIAB AS OF JUNE 20 2017 ID 27205	194.74
Vendor PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM Total:					181,731.00
Vendor: 1909 - CAROL LAWSON					
51120	93953	05/15/2020	209-552-36412	SF MUSEUM TRIP CANCELED DUE TO SHELTER IN PLACE	98.00
Vendor 1909 - CAROL LAWSON Total:					98.00
Vendor: CER06 - CERTIFIED TOWING					
00075	93954	05/15/2020	100-221-42107	TOWING SERVICES- PD	80.00
00099	93954	05/15/2020	100-221-42107	TOWING SERVICES- PD	80.00
Vendor CER06 - CERTIFIED TOWING Total:					160.00
Vendor: CIT08 - CITY MECHANICAL, INC					
64109	93906	05/08/2020	209-554-42108	MAINTENANCE- YOUTH CENTER	1,034.59
64114	93906	05/08/2020	100-222-42108	MAINTENANCE- PUBLIC SAFETY BLDG	1,481.20
64115	93906	05/08/2020	100-343-42108	MAINTENANCE- CITY HALL	1,162.07
64155	93955	05/15/2020	100-222-42108	MAINTENANCE- PUBLIC SAFETY BLDG	746.24
64156	93955	05/15/2020	209-554-42108	MAINTENANCE- YOUTH CENTER	630.00
Vendor CIT08 - CITY MECHANICAL, INC Total:					5,054.10
Vendor: CON54 - CONTRA COSTA COUNTY TAX COLLECTOR					
19 289501	93956	05/15/2020	100-343-43201	PROPERTY TAXES PARCEL 401-163-003-7	665.76
Vendor CON54 - CONTRA COSTA COUNTY TAX COLLECTOR Total:					665.76
Vendor: 1908 - DEANNA CARONE					
51120	93957	05/15/2020	209-552-36412	SF MUSEUM TRIP CANCELED DUE TO SHELTER IN PLACE	98.00
Vendor 1908 - DEANNA CARONE Total:					98.00
Vendor: DEL15 - DELL MARKETING L.P.					
10379038534	93907	05/08/2020	525-118-42101	FD SERVER- IT	7,295.38
Vendor DEL15 - DELL MARKETING L.P. Total:					7,295.38
Vendor: DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE					
443366	93958	05/15/2020	100-116-42110	FINGERPRINT SERVICES- PD	32.00

WARRANT LISTING

Payment Dates: 05/02/2020 - 05/15/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
443366	93958	05/15/2020	100-221-42110	FINGERPRINT SERVICES- PD	34.00
Vendor DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE Total:					66.00
Vendor: PAC55 - DESERT PARKS LANDSCAPING INC					
59351	93959	05/15/2020	100-222-42108	MONTHLY LANDSCAPE MAINTENANCE	122.50
59351	93959	05/15/2020	100-231-42108	MONTHLY LANDSCAPE MAINTENANCE	327.50
59351	93959	05/15/2020	100-343-42108	MONTHLY LANDSCAPE MAINTENANCE	174.40
59351	93959	05/15/2020	100-345-42108	MONTHLY LANDSCAPE MAINTENANCE	5,619.33
59351	93959	05/15/2020	200-342-42108	MONTHLY LANDSCAPE MAINTENANCE	326.00
59351	93959	05/15/2020	201-343-42108	MONTHLY LANDSCAPE MAINTENANCE	532.60
59351	93959	05/15/2020	209-552-42108	MONTHLY LANDSCAPE MAINTENANCE	198.00
59351	93959	05/15/2020	209-553-42108	MONTHLY LANDSCAPE MAINTENANCE	206.00
59351	93959	05/15/2020	209-557-42108	MONTHLY LANDSCAPE MAINTENANCE	206.00
59351	93959	05/15/2020	310-347-42108	MONTHLY LANDSCAPE MAINTENANCE	60.00
59351	93959	05/15/2020	310-348-42108	MONTHLY LANDSCAPE MAINTENANCE	65.00
Vendor PAC55 - DESERT PARKS LANDSCAPING INC Total:					7,837.33
Vendor: 1907 - DIANNE COLE					
51120	93960	05/15/2020	209-552-36412	SF MUSEUM TRIP CANCELED DUE TO SHELTER IN PLACE	98.00
Vendor 1907 - DIANNE COLE Total:					98.00
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
83562174	93908	05/08/2020	100-10601	GASOLINE FOR CORP YARD	746.66
83562197	93961	05/15/2020	100-10602	DIESEL FOR FIRE STATION	265.81
83569517	93961	05/15/2020	100-10601	GASOLINE FOR CORP YARD	706.65
Vendor 1443 - DIESEL DIRECT WEST, INC. Total:					1,719.12
Vendor: 1913 - DRT GRADING + PAVING, INC.					
201775	93962	05/15/2020	377-342-47205	PAVEMENT PRESERVATION PROJECT 2018-19	68,307.00
201782	93962	05/15/2020	377-342-47205	PAVEMENT PRESERVATION PROJECT 2018-19	13,480.00
Vendor 1913 - DRT GRADING + PAVING, INC. Total:					81,787.00
Vendor: EBM01 - EBMUD					
13648-42920	93963	05/15/2020	100-343-43102	2161 Plum St--Parking Lot Irrigation	79.24
24589-50120	93963	05/15/2020	100-345-43102	592 Marlesta Rd--Irrigation Use Only	146.22
26819-42420	93909	05/08/2020	100-345-43102	2501 Pfeiffer Way--Irrigation Use Only	146.22
29821-50120	93963	05/15/2020	209-552-43102	2500 Charles St--Senior Center	844.32
29852-50120	93963	05/15/2020	209-552-43102	2500 Charles St--Senior Center	1,663.10
31771-50120	93963	05/15/2020	100-343-43102	2691 APPALOOSA TRAIL-IRRIGATION USE ONLY	146.22
31772-50120	93963	05/15/2020	100-343-43102	2785 SIMAS AVE--IRRIGATION USE ONLY	146.22
31774-42920	93963	05/15/2020	100-343-43102	3001 Simas Ave--Irrigation Use Only	79.24
31775-42920	93963	05/15/2020	100-343-43102	3061 Simas Ave--Irrigation Use Only	79.24
32000-50120	93963	05/15/2020	201-343-43102	2361 San Pablo Ave--Offices--Old Bank Building	532.32
32187-42920	93963	05/15/2020	100-343-43102	2601 Charles St--Irrigation Use Only	52.46

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
35474-42320	93909	05/08/2020	209-559-43102	2937 Pinole Valley Rd--Tennis Court Restrooms	1,741.46
40499-42920	93963	05/15/2020	100-343-43102	1230 Pinole Valley Rd--Irrigation Use Only	52.46
40787-42920	93963	05/15/2020	201-343-43102	2361 San Pablo Ave--Irrigation Use Only	52.46
41397-50120	93963	05/15/2020	100-343-43102	1601 Marlesta Rd--Irrigation Use Only	52.46
44461-50120	93963	05/15/2020	100-110-43102	2131 Pear St--Offices--City Hall	2.32
44461-50120	93963	05/15/2020	100-111-43102	2131 Pear St--Offices--City Hall	5.57
44461-50120	93963	05/15/2020	100-112-43102	2131 Pear St--Offices--City Hall	5.10
44461-50120	93963	05/15/2020	100-115-43102	2131 Pear St--Offices--City Hall	15.13
44461-50120	93963	05/15/2020	100-116-43102	2131 Pear St--Offices--City Hall	5.10
44461-50120	93963	05/15/2020	100-117-43102	2131 Pear St--Offices--City Hall	40.84
44461-50120	93963	05/15/2020	100-343-43102	2131 Pear St--Offices--City Hall	72.77
44461-50120	93963	05/15/2020	200-342-43102	2131 Pear St--Offices--City Hall	12.99
44461-50120	93963	05/15/2020	212-461-43102	2131 Pear St--Offices--City Hall	4.92
44461-50120	93963	05/15/2020	212-462-43102	2131 Pear St--Offices--City Hall	13.09
44461-50120	93963	05/15/2020	285-464-43102	2131 Pear St--Offices--City Hall	3.90
44461-50120	93963	05/15/2020	505-119-43102	2131 Pear St--Offices--City Hall	3.90
45474-50120	93963	05/15/2020	100-110-43102	2131 Pear St--Offices--City Hall	6.65
45474-50120	93963	05/15/2020	100-111-43102	2131 Pear St--Offices--City Hall	15.97
45474-50120	93963	05/15/2020	100-112-43102	2131 Pear St--Offices--City Hall	14.64
45474-50120	93963	05/15/2020	100-115-43102	2131 Pear St--Offices--City Hall	43.38
45474-50120	93963	05/15/2020	100-116-43102	2131 Pear St--Offices--City Hall	14.64
45474-50120	93963	05/15/2020	100-117-43102	2131 Pear St--Offices--City Hall	117.11
45474-50120	93963	05/15/2020	100-343-43102	2131 Pear St--Offices--City Hall	208.67
45474-50120	93963	05/15/2020	200-342-43102	2131 Pear St--Offices--City Hall	37.26
45474-50120	93963	05/15/2020	212-461-43102	2131 Pear St--Offices--City Hall	14.11
45474-50120	93963	05/15/2020	212-462-43102	2131 Pear St--Offices--City Hall	37.53
45474-50120	93963	05/15/2020	285-464-43102	2131 Pear St--Offices--City Hall	11.18
45474-50120	93963	05/15/2020	505-119-43102	2131 Pear St--Offices--City Hall	11.18
53826-42320	93909	05/08/2020	310-348-47202	2677 Pinole Valley Rd--Irrigation Use Only	643.61
54167-42920	93963	05/15/2020	100-345-43102	1600 Primrose Lane--Irrigation Use Only	79.24
54625-50120	93963	05/15/2020	209-558-43102	601 Tennent Ave--Memorial Hall	272.32
64589-42920	93963	05/15/2020	100-345-43102	659 Tennent Ave--Parks & Gardens--Blackies Storage	52.46
64595-50120	93963	05/15/2020	209-554-43102	635 Tennent Ave--Pinole Youth Center/CTV	54.38
64595-50120	93963	05/15/2020	505-119-43102	635 Tennent Ave--Pinole Youth Center/CTV	54.38
64596-50120	93963	05/15/2020	100-345-43102	2310 Park St--Fernandez Park Baseball Field	2,439.13
65167-50120	93963	05/15/2020	201-343-43102	2100 San Pablo Ave--Offices--Faria House	350.85
65168-42920	93963	05/15/2020	201-343-43102	2100 San Pablo Ave--Irrigation Use Only	58.09
65169-50120	93963	05/15/2020	201-343-43102	2100 San Pablo Ave--Offices--Faria House	95.50
65183-50120	93963	05/15/2020	201-343-43102	2361 San Pablo Ave--Old Bank Building	52.46
65190-42920	93963	05/15/2020	201-343-43102	813 Fernandez Ave--Irrigation Use Only	52.46
65395-50120	93963	05/15/2020	100-345-43102	1095 Nob Hill Ave--Parks & Gardens--Meadow Park	226.54
65422-50120	93963	05/15/2020	500-641-43102	80 TENNENT AVE--WASTE WATER TREATMENT PLANT	688.20
65553-42920	93963	05/15/2020	100-343-43102	2301 1/2 San Pablo Ave--Irrigation Use Only	79.24

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65569-50120	93963	05/15/2020	209-558-43102	601 Tennent Ave--Memorial Hall	90.50
65922-50120	93963	05/15/2020	100-343-43102	636 Tennent Ave--Irrigation Use Only	52.46
65923-50120	93963	05/15/2020	100-231-43102	880 Tennent Ave--Public Safety Facility/Building	532.32
65924-50120	93963	05/15/2020	100-222-43102	880 Tennent Ave--Public Safety Facility/Building	666.60
65924-50120	93963	05/15/2020	100-223-43102	880 Tennent Ave--Public Safety Facility/Building	148.13
65924-50120	93963	05/15/2020	100-231-43102	880 Tennent Ave--Public Safety Facility/Building	666.61
66363-42920	93963	05/15/2020	100-345-43102	1818 Canyon Dr--Irrigation Use Only	52.46
66529-42920	93963	05/15/2020	100-345-43102	656 Pinole Shores Dr--Irrigation Use Only	79.24
66531-50120	93963	05/15/2020	100-343-43102	800 PINOLE SHORES DR-IRRIGATION USE ONLY	146.22
66532-42920	93963	05/15/2020	100-343-43102	901 Pinole Shores Dr--Irrigation Use Only	79.24
66535-42920	93963	05/15/2020	100-343-43102	1001 Pinole Shores Dr--Irrigation Use Only	79.24
66536-50120	93963	05/15/2020	100-343-43102	2401 Del Monte Way--Irrigation Use Only	52.46
66640-42920	93963	05/15/2020	100-343-43102	726 San Pablo Ave--Irrigation Use Only	79.24
66641-42920	93963	05/15/2020	100-343-43102	880 San Pablo Ave--Irrigation Use Only	79.24
66642-42920	93963	05/15/2020	100-343-43102	1400 San Pablo Ave--Irrigation Use Only	79.24
66643-50120	93963	05/15/2020	100-343-43102	2000 San Pablo Ave--Irrigation Use Only	79.24
70108-50120	93963	05/15/2020	310-347-43102	1303 Pinole Valley Rd--Irrigation Use Only	666.13
71919-50120	93963	05/15/2020	100-343-43102	2329 Orleans Dr--Irrigation Use Only	52.46
88057-42420	93909	05/08/2020	100-343-43102	1960 Sarah Dr--Irrigation Use Only	226.54
				Vendor EBM01 - EBMUD Total:	15,638.02
Vendor: ENV01 - ENVIRONMENTAL RESOURCE ASSOCIATES					
934451	93910	05/08/2020	500-641-44305	CHEMICALS- TP	532.06
				Vendor ENV01 - ENVIRONMENTAL RESOURCE ASSOCIATES Total:	532.06
Vendor: 1906 - EVELYN LINTEO					
51120	93966	05/15/2020	209-552-36412	SF MUSEUM TRIP CANCELED DUE TO SHELTER IN PLACE	98.00
				Vendor 1906 - EVELYN LINTEO Total:	98.00
Vendor: 1880 - FAYE HARRISON					
5820	93911	05/08/2020	209-554-36402	TOT PROGRAM CANCELLED DUE TO SHELTER IN PLACE	147.00
				Vendor 1880 - FAYE HARRISON Total:	147.00
Vendor: GAT07 - GATEWAY PINOLE VISTA, LLC					
JUNE 2020	93967	05/15/2020	201-343-42513	1340 FITZGERALD DRIVE LEASE PAYMENT	100.00
				Vendor GAT07 - GATEWAY PINOLE VISTA, LLC Total:	100.00
Vendor: GLO08 - GLOBALSTAR					
416267	93968	05/15/2020	525-118-43101	MONTHLY CHARGES- IT	106.57
				Vendor GLO08 - GLOBALSTAR Total:	106.57
Vendor: GRA03 - GRAINGER					
9503091556	93912	05/08/2020	500-641-42107	SUPPLIES- TP	88.11
				Vendor GRA03 - GRAINGER Total:	88.11

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Vendor: KEN14 - GREG KENNEDY RN					
82	93913	05/08/2020	100-231-42101	EMS CQI DUTIES- FIRE	2,000.00
Vendor KEN14 - GREG KENNEDY RN Total:					2,000.00
Vendor: VER02 - GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP					
9852623733	93969	05/15/2020	525-118-43101	MONTHLY SERVICE FES 3/16-4/15/20	4,707.42
Vendor VER02 - GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP Total:					4,707.42
Vendor: HAC01 - HACH COMPANY					
11940716	93914	05/08/2020	500-641-44305	LAB SUPPLIES- TP	668.44
Vendor HAC01 - HACH COMPANY Total:					668.44
Vendor: HAR01 - HARRINGTON INDUSTRIAL PLASTIC, LLC					
006L7444	93970	05/15/2020	500-641-42107	PARTS- TP	165.35
Vendor HAR01 - HARRINGTON INDUSTRIAL PLASTIC, LLC Total:					165.35
Vendor: HEA01 - HEALTH CARE DENTAL TRUST					
MAY 2020	93971	05/15/2020	100-110-41002	DENTAL TRUST PREMIUMS	581.32
MAY 2020	93971	05/15/2020	100-111-40101	DENTAL TRUST PREMIUMS	156.94
MAY 2020	93971	05/15/2020	100-112-41002	DENTAL TRUST PREMIUMS	156.94
MAY 2020	93971	05/15/2020	100-113-41002	DENTAL TRUST PREMIUMS	133.72
MAY 2020	93971	05/15/2020	100-115-41002	DENTAL TRUST PREMIUMS	470.82
MAY 2020	93971	05/15/2020	100-116-41002	DENTAL TRUST PREMIUMS	219.12
MAY 2020	93971	05/15/2020	100-117-41002	DENTAL TRUST PREMIUMS	156.94
MAY 2020	93971	05/15/2020	100-221-41002	DENTAL TRUST PREMIUMS	219.12
MAY 2020	93971	05/15/2020	100-221-41002	DENTAL TRUST PREMIUMS	1,896.04
MAY 2020	93971	05/15/2020	100-222-41002	DENTAL TRUST PREMIUMS	352.84
MAY 2020	93971	05/15/2020	100-222-41002	DENTAL TRUST PREMIUMS	62.18
MAY 2020	93971	05/15/2020	100-223-41002	DENTAL TRUST PREMIUMS	1,538.70
MAY 2020	93971	05/15/2020	100-231-41002	DENTAL TRUST PREMIUMS	1,521.11
MAY 2020	93971	05/15/2020	100-341-40101	DENTAL TRUST PREMIUMS	62.18
MAY 2020	93971	05/15/2020	100-341-41002	DENTAL TRUST PREMIUMS	447.60
MAY 2020	93971	05/15/2020	100-343-41002	DENTAL TRUST PREMIUMS	1,075.36
MAY 2020	93971	05/15/2020	100-465-40101	DENTAL TRUST PREMIUMS	133.72
MAY 2020	93971	05/15/2020	105-221-41002	DENTAL TRUST PREMIUMS	823.66
MAY 2020	93971	05/15/2020	105-231-41002	DENTAL TRUST PREMIUMS	62.18
MAY 2020	93971	05/15/2020	106-222-41002	DENTAL TRUST PREMIUMS	133.72
MAY 2020	93971	05/15/2020	106-231-41002	DENTAL TRUST PREMIUMS	133.72
MAY 2020	93971	05/15/2020	204-227-41002	DENTAL TRUST PREMIUMS	156.94
MAY 2020	93971	05/15/2020	209-551-41002	DENTAL TRUST PREMIUMS	156.94
MAY 2020	93971	05/15/2020	209-552-41002	DENTAL TRUST PREMIUMS	124.36
MAY 2020	93971	05/15/2020	209-554-41002	DENTAL TRUST PREMIUMS	156.94
MAY 2020	93971	05/15/2020	212-461-41002	DENTAL TRUST PREMIUMS	156.94
MAY 2020	93971	05/15/2020	212-462-41002	DENTAL TRUST PREMIUMS	195.90
MAY 2020	93971	05/15/2020	500-641-41002	DENTAL TRUST PREMIUMS	1,067.88
MAY 2020	93971	05/15/2020	500-642-41002	DENTAL TRUST PREMIUMS	281.30
MAY 2020	93971	05/15/2020	505-119-41002	DENTAL TRUST PREMIUMS	313.88
MAY 2020	93971	05/15/2020	998-20105	DENTAL TRUST PREMIUMS	219.12
Vendor HEA01 - HEALTH CARE DENTAL TRUST Total:					13,168.13
Vendor: RAY08 - HELEN RAYMOND					
51120	93972	05/15/2020	209-552-36412	SF MUSEUM TRIP CANCELED DUE TO SHELTER IN PLACE	196.00
Vendor RAY08 - HELEN RAYMOND Total:					196.00
Vendor: HOR05 - HORIZON					
1R260380	93973	05/15/2020	100-345-42108	PARTS- PW	36.59
Vendor HOR05 - HORIZON Total:					36.59
Vendor: IED02 - IEDA, INC.					
22992	93915	05/08/2020	100-116-42101	LABOR RELATIONS CONSULTING 5/01-5/31/20	2,197.00
Vendor IED02 - IEDA, INC. Total:					2,197.00

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Vendor: MOR47 - IRENE MORGAN					
51120	93974	05/15/2020	209-552-36412	SF MUSEUM TRIP CANCELED DUE TO SHELTER IN PLACE	98.00
Vendor MOR47 - IRENE MORGAN Total:					98.00
Vendor: CUL03 - ISING'S CULLIGAN-LIVERMORE					
379X03376006-CR	93916	05/08/2020	500-641-44305	DEIONIZATION SERVICE CREDIT- TP	-65.74
379X03543407	93916	05/08/2020	500-641-44305	DEIONIZATION SERVICE CHARGE- TP	891.74
Vendor CUL03 - ISING'S CULLIGAN-LIVERMORE Total:					826.00
Vendor: 1630 - JOHN AND CLAIRE INVESTIGATIONS					
1136	93917	05/08/2020	100-221-42101	BACKGROUND INVESTIGATIONS- PD	576.60
Vendor 1630 - JOHN AND CLAIRE INVESTIGATIONS Total:					576.60
Vendor: 1905 - JULIE WINTERS					
51120	93975	05/15/2020	209-552-36412	SF MUSEUM TRIP CANCELED DUE TO SHELTER IN PLACE	98.00
Vendor 1905 - JULIE WINTERS Total:					98.00
Vendor: 1903 - KATHLEEN BURCH					
51120	93976	05/15/2020	209-552-36412	SF MUSEUM TRIP CANCELED DUE TO SHELTER IN PLACE	98.00
Vendor 1903 - KATHLEEN BURCH Total:					98.00
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000029101	93977	05/15/2020	500-641-44302	SLUDGE TO LANDFILL- TP	5,413.05
Vendor KEL09 - KELLER CANYON LANDFILL Total:					5,413.05
Vendor: 1567 - KEN GRADY CO INC					
4187	93918	05/08/2020	500-641-42107	PARTS/SUPPLIES- TP	478.21
Vendor 1567 - KEN GRADY CO INC Total:					478.21
Vendor: KUB00 - KUBWATER RESOURCES, INC.					
9492	93919	05/08/2020	500-641-44303	ZETAG TOTE BAG- TP	14,148.76
Vendor KUB00 - KUBWATER RESOURCES, INC. Total:					14,148.76
Vendor: LES10 - LILLIAN LESHER					
51120	93978	05/15/2020	209-552-36412	SF MUSEUM TRIP CANCELED DUE TO SHELTER IN PLACE	196.00
Vendor LES10 - LILLIAN LESHER Total:					196.00
Vendor: 1705 - M V P CONSTRUCTION, LLC					
019006-5	93920	05/08/2020	106-345-47203	FERNANDEZ PARK RESTROOM BUILDING REPLACEMENT	16,509.75
Vendor 1705 - M V P CONSTRUCTION, LLC Total:					16,509.75
Vendor: JOR03 - MARGO JORGENSEN					
51120	93979	05/15/2020	209-552-36412	SF MUSEUM TRIP CANCELED DUE TO SHELTER IN PLACE	98.00
Vendor JOR03 - MARGO JORGENSEN Total:					98.00
Vendor: MCM05 - MCMASTER-CARR SUPPLY CO.					
38504594	93921	05/08/2020	500-641-42107	EQUIPMENT MAINTENANCE- TP	45.89
Vendor MCM05 - MCMASTER-CARR SUPPLY CO. Total:					45.89
Vendor: 1173 - MELANIE NORTON					
51120	93980	05/15/2020	209-552-36412	SF MUSEUM TRIP CANCELED DUE TO SHELTER IN PLACE	98.00
Vendor 1173 - MELANIE NORTON Total:					98.00
Vendor: MEY01 - MEYERS,NAVE,RIBACK,SILVER					
2020020224	93922	05/08/2020	100-114-42102	CITY ATTORNEY SERVICES	21,345.63
2020020226	93922	05/08/2020	100-114-42102	CITY COUNCIL MEETINGS	1,050.00
2020020227	93922	05/08/2020	100-114-42102	PUBLIC RECORDS ACT REQUESTS	1,171.00
2020020228	93922	05/08/2020	100-114-42102	RISK MANAGEMENT	580.00

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2020020229	93922	05/08/2020	100-114-42102	REVIEW AND ANALIZE SALE AGREEMENT FOR DR. LEE PROJ	711.00
2020020230	93922	05/08/2020	100-114-42102	SALE OF PINOLE SEINOR VILLAGE- CR	943.50
2020020231	93922	05/08/2020	100-114-42102	PINOLE SHORES II- CR	3,196.50
2020020232	93922	05/08/2020	100-114-42102	BALLOT MEASURE- FIRE SAFETY PARCEL TAX	513.50
2020020233	93922	05/08/2020	100-114-42102	CHARTER CITY MEASURE	7,811.50
2020020234	93922	05/08/2020	100-114-42102	GENERAL SERVICES- FINANCE DEPARTMENT	435.00
2020020235	93922	05/08/2020	100-114-42102	GENERAL SERVICES- PUBLIC WORKS	938.13
2020020236	93922	05/08/2020	100-114-42102	PUBLIC WORKS- NON-ROUTINE PROJECTS	316.00
2020020237	93922	05/08/2020	100-114-42102	CLAIM AGAINST PG&E FOR DELAYS TO PROJECT CONSTRUCT	1,575.00
2020020238	93922	05/08/2020	100-114-42102	GENRAL SERVICES- CITY ATTORNEY MISCELLANEOUS	869.00
2020020239	93922	05/08/2020	100-114-42102	PINOLE/HERCULES WASTE WATER UPGRADE PROJECT	1,066.50
2020020240	93922	05/08/2020	100-114-42102	GENERAL SERVICES- POLICE	2,375.00
2020020241	93922	05/08/2020	100-114-42102	GENERAL SERVICES- LABOR AND EMPLOYMENT	8,158.67
2020020242	93922	05/08/2020	100-114-42102	LABOR NEGOTIATIONS	829.50
2020020243	93922	05/08/2020	100-114-42102	GENERAL SERVICES- CODE ENFORCEMENT	559.00
2020020244	93922	05/08/2020	100-114-42102	GENERAL SERVICES- COMMUNITY DEVELOPMENT	2,509.00
2020020245	93922	05/08/2020	100-114-42102	GENEAL SERVICES- FIRE	290.00
2020020246	93922	05/08/2020	100-114-42102	SUCCESSOR AGENCY- ADMINISTRATIVE MATTERS	1,267.50
2020020280	93922	05/08/2020	100-114-42102	HOUSING SUCCESSOR- RDA AFFORDABLE HOUSING COVENANT	130.00
2099120312	93981	05/15/2020	100-114-42102	CITY ATTORNEY SERVICES	954.00
Vendor MEY01 - MEYERS,NAVE,RIBACK,SILVER Total:					59,594.93

Vendor: MUN10 - MUNICIPAL EMERGENCY SERVICES INC.

IN1452996	93982	05/15/2020	100-231-44410	SAFETY CLOTHING- FIRE	3,599.72
Vendor MUN10 - MUNICIPAL EMERGENCY SERVICES INC. Total:					3,599.72

Vendor: MUN07 - MUNICIPAL POOLING AUTH.

INV001062	93983	05/15/2020	100-110-41005	EAP PROGRAM	58.35
INV001062	93983	05/15/2020	100-111-41005	EAP PROGRAM	11.67
INV001062	93983	05/15/2020	100-112-41005	EAP PROGRAM	11.67
INV001062	93983	05/15/2020	100-113-41005	EAP PROGRAM	11.67
INV001062	93983	05/15/2020	100-115-41005	EAP PROGRAM	35.01
INV001062	93983	05/15/2020	100-116-41005	EAP PROGRAM	23.34
INV001062	93983	05/15/2020	100-117-41005	EAP PROGRAM	11.67
INV001062	93983	05/15/2020	100-221-41005	EAP PROGRAM	210.06
INV001062	93983	05/15/2020	100-222-41005	EAP PROGRAM	35.01
INV001062	93983	05/15/2020	100-223-41004	EAP PROGRAM	97.25
INV001062	93983	05/15/2020	100-231-41005	EAP PROGRAM	116.70
INV001062	93983	05/15/2020	100-341-41005	EAP PROGRAM	46.68
INV001062	93983	05/15/2020	100-343-41005	EAP PROGRAM	81.69
INV001062	93983	05/15/2020	105-221-41005	EAP PROGRAM	70.02
INV001062	93983	05/15/2020	105-231-41005	EAP PROGRAM	11.67
INV001062	93983	05/15/2020	106-222-41005	EAP PROGRAM	11.67
INV001062	93983	05/15/2020	106-231-41005	EAP PROGRAM	11.67
INV001062	93983	05/15/2020	204-227-41005	EAP PROGRAM	23.34
INV001062	93983	05/15/2020	209-551-41005	EAP PROGRAM	11.67
INV001062	93983	05/15/2020	209-552-41005	EAP PROGRAM	23.34
INV001062	93983	05/15/2020	209-553-41005	EAP PROGRAM	11.67

WARRANT LISTING

Payment Dates: 05/02/2020 - 05/15/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
INV001062	93983	05/15/2020	209-554-41005	EAP PROGRAM	11.67
INV001062	93983	05/15/2020	212-461-41005	EAP PROGRAM	11.67
INV001062	93983	05/15/2020	212-462-41005	EAP PROGRAM	23.34
INV001062	93983	05/15/2020	500-641-41005	EAP PROGRAM	93.36
INV001062	93983	05/15/2020	500-642-41005	EAP PROGRAM	35.01
INV001062	93983	05/15/2020	505-119-41005	EAP PROGRAM	23.34
INV001078	93983	05/15/2020	100-221-46201	UNMET LIABILITY DEDUCTIBLE MARCH 20	3,104.05
INV001078	93983	05/15/2020	100-341-46201	UNMET LIABILITY DEDUCTIBLE MARCH 20	1,676.00
INV001078	93983	05/15/2020	100-343-46201	UNMET LIABILITY DEDUCTIBLE MARCH 20	9,954.70
INV001096	93983	05/15/2020	100-221-46201	UNMET LIABILITY DEDUCTIBLE APRIL 20	1,417.89
INV001096	93983	05/15/2020	100-341-46201	UNMET LIABILITY DEDUCTIBLE APRIL 20	8,874.10
INV001096	93983	05/15/2020	100-343-46201	UNMET LIABILITY DEDUCTIBLE APRIL 20	3,663.47
Vendor MUN07 - MUNICIPAL POOLING AUTH. Total:					29,814.42
Vendor: MYE01 - MYERS STEVENS & TOOHEY CO					
1341594	93984	05/15/2020	100-221-41008	DISABILITY INSURANCE PREMIUMS	475.20
1341594	93984	05/15/2020	100-223-41008	DISABILITY INSURANCE PREMIUMS	236.50
1341594	93984	05/15/2020	105-221-41008	DISABILITY INSURANCE PREMIUMS	148.50
1341594	93984	05/15/2020	204-227-41008	DISABILITY INSURANCE PREMIUMS	59.40
Vendor MYE01 - MYERS STEVENS & TOOHEY CO Total:					919.60
Vendor: OFF09 - OFFICE OF THE SHERIFF CCC					
PINPD-2003	93924	05/08/2020	100-222-42101	TOXICOLOGY ANALYSIS- PD	300.00
Vendor OFF09 - OFFICE OF THE SHERIFF CCC Total:					300.00
Vendor: O'R01 - O'REILLY AUTOMOTIVE, INC					
APRIL 28 20	93925	05/08/2020	100-221-42107	MONTHLY STATEMENT FULL PAYMENT	169.73
APRIL 28 20	93925	05/08/2020	100-231-42107	MONTHLY STATEMENT FULL PAYMENT	42.54
APRIL 28 20	93925	05/08/2020	100-343-42107	MONTHLY STATEMENT FULL PAYMENT	38.19
Vendor O'R01 - O'REILLY AUTOMOTIVE, INC Total:					250.46
Vendor: PET08 - PET FOOD EXPRESS CORP					
43-2004PN	93926	05/08/2020	100-221-42514	K-9 SERVICES- POLICE	45.05
44-2004PN	93926	05/08/2020	100-221-42514	K-9 SERVICES- POLICE	45.05
61-2004PN	93926	05/08/2020	100-221-42514	K-9 SERVICES- POLICE	53.24
Vendor PET08 - PET FOOD EXPRESS CORP Total:					143.34
Vendor: PGE01 - PG&E					
APRIL 21 20-1121	93927	05/08/2020	200-342-43103	DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT	68.27
APRIL 21 20-1233	93927	05/08/2020	200-342-43103	SAN PABLO AVE TRAFFIC SIGNAL	87.58
APRIL 21 20-2620	93927	05/08/2020	200-342-43103	N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG	87.58
APRIL 21 20-8687	93927	05/08/2020	200-342-43103	FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL	85.30
APRIL 22 20-2222	93927	05/08/2020	100-345-43103	STREET AND HIGHWAY LIGHTING	49.39
APRIL 22 20-2222	93927	05/08/2020	200-342-43103	STREET AND HIGHWAY LIGHTING	14,915.09
APRIL 22 20-2222	93927	05/08/2020	310-347-43103	STREET AND HIGHWAY LIGHTING	280.00

WARRANT LISTING

Payment Dates: 05/02/2020 - 05/15/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
APRIL 22 20-2222	93927	05/08/2020	310-348-43103	STREET AND HIGHWAY LIGHTING	400.00
APRIL 27 20-8511	93985	05/15/2020	100-345-43103	W/S PINOLE SHORES DR-SPRINKLER CONTROLLER	11.99
APRIL 27 20-9929	93985	05/15/2020	201-343-43103	790 PINOLE SHORES DR-NEW METAL BUILDING	64.46
APRIL 28 20-4256	93985	05/15/2020	500-641-43103	11 TENNANT AVE	43,703.27
APRIL 28 20-4430	93985	05/15/2020	100-345-43103	S/O MARLESTA 1ST POLE-SPRINKLER CONTROLLER	10.49
APRIL 28 20-7547	93985	05/15/2020	100-222-43103	880 Tennent Ave-Public Safety Facility	2,544.26
APRIL 28 20-7547	93985	05/15/2020	100-223-43103	880 Tennent Ave-Public Safety Facility	508.85
APRIL 28 20-7547	93985	05/15/2020	100-231-43103	880 Tennent Ave-Public Safety Facility	2,035.41
APRIL 28 20-9961	93985	05/15/2020	209-552-43103	2500 CHARLES ST-SENIOR CENTER	1,497.24
APRIL 29 20-6521	93985	05/15/2020	200-342-43103	IFO 971 SAN PABLO AVE-TRAFFIC SIGNAL CONTROL	89.80
APRIL 29 20-6897	93985	05/15/2020	200-342-43103	PINOLE VALLEY RD & ESTATES AVE-TRAFFIC LIGHT CTRL	56.07
MAY 01 20-1093	93985	05/15/2020	500-642-43103	W END/HAZEL AVE SEWAGE PLANT	473.59
MAY 01 20-6747	93985	05/15/2020	200-342-43103	RAMONA & PINOLE VALLEY-TRAFFIC SIGNAL & ST LIGHT	76.15
Vendor PGE01 - PG&E Total:					67,044.79
Vendor: 1009 - PRECISION IT CONSULTING					
10492	93928	05/08/2020	204-227-47102	SURFACE TABLETS FOR POLICE	1,438.35
10747	93986	05/15/2020	525-118-47102	BLACK AND WHITE LASER PRINTER	411.01
10774	93986	05/15/2020	525-118-42101	AGREEMENT PRECISION 360 GOLD JUNE 20	14,604.35
10785	93986	05/15/2020	525-118-42101	AGREEMENT PRECISION 360 OFFICE 365 APRIL 20	2,768.00
Vendor 1009 - PRECISION IT CONSULTING Total:					19,221.71
Vendor: 1536 - RAIN FOR RENT					
1474227	93929	05/08/2020	500-642-42101	SSO MITIGATION- TP	7,360.74
1476817	93929	05/08/2020	500-642-42101	SSO MITIGATION- TP	4,387.69
Vendor 1536 - RAIN FOR RENT Total:					11,748.43
Vendor: 1902 - ROSEMARY JOHNSON					
51120	93987	05/15/2020	209-552-36412	SF MUSEUM TRIP CANCELED DUE TO SHELTER IN PLACE	98.00
Vendor 1902 - ROSEMARY JOHNSON Total:					98.00
Vendor: 1901 - SANDRA ARNOLD					
51120	93988	05/15/2020	209-552-36412	SF MUSEUM TRIP CANCELED DUE TO SHELTER IN PLACE	98.00
Vendor 1901 - SANDRA ARNOLD Total:					98.00
Vendor: 1899 - SARBELIO HERNANDEZ					
50820	93989	05/15/2020	209-20308	RENTAL 6/13/20 CANCEL DUE TO SHELTER IN PLACE	500.00
50820	93989	05/15/2020	209-552-38112	RENTAL 6/13/20 CANCEL DUE TO SHELTER IN PLACE	1,580.00
Vendor 1899 - SARBELIO HERNANDEZ Total:					2,080.00
Vendor: SHR02 - SHRED DEFENSE INC					
34733	93990	05/15/2020	100-222-42101	ON SITE PULVERIZATION SERVICE	161.20
Vendor SHR02 - SHRED DEFENSE INC Total:					161.20

WARRANT LISTING

Payment Dates: 05/02/2020 - 05/15/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1900 - SIDNEY THOMPSON					
51120	93991	05/15/2020	209-552-36412	SF MUSEUM TRIP CANCELED DUE TO SHELTER IN PLACE	98.00
Vendor 1900 - SIDNEY THOMPSON Total:					98.00
Vendor: 1897 - SILVIA ALARCON					
43020	93930	05/08/2020	209-20308	RENTAL 6/20/20 CANCELED DUE TO SHELTER IN PLACE	500.00
43020	93930	05/08/2020	209-552-38112	RENTAL 6/20/20 CANCELED DUE TO SHELTER IN PLACE	50.00
Vendor 1897 - SILVIA ALARCON Total:					550.00
Vendor: SON08 - SONSRAY MACHINERY, LLC.					
W04526-12	93992	05/15/2020	100-345-42107	PARTS/SUPPLIES- PW	2,215.13
Vendor SON08 - SONSRAY MACHINERY, LLC. Total:					2,215.13
Vendor: SQU00 - SQUARE DEAL GARAGE					
31356	93931	05/08/2020	100-221-42107	VEHICLE MAINTENANCE- POLICE	49.04
Vendor SQU00 - SQUARE DEAL GARAGE Total:					49.04
Vendor: STA42 - STAPLES BUSINESS CREDIT					
APRIL 25 20	93993	05/15/2020	100-117-42201	MONTHLY STMT FULL PAYMENT	150.96
APRIL 25 20	93993	05/15/2020	100-222-42201	MONTHLY STMT FULL PAYMENT	326.44
APRIL 25 20	93993	05/15/2020	212-461-42107	MONTHLY STMT FULL PAYMENT	1,600.00
APRIL 25 20	93993	05/15/2020	212-461-42201	MONTHLY STMT FULL PAYMENT	365.65
APRIL 25 20	93993	05/15/2020	212-462-42107	MONTHLY STMT FULL PAYMENT	1,100.00
APRIL 25 20	93993	05/15/2020	212-462-42201	MONTHLY STMT FULL PAYMENT	382.98
APRIL 25 20	93993	05/15/2020	212-462-42201	MONTHLY STMT FULL PAYMENT	-59.64
APRIL 25 20	93993	05/15/2020	212-462-42514	MONTHLY STMT FULL PAYMENT	1,990.45
APRIL 25 20	93993	05/15/2020	500-642-42514	MONTHLY STMT FULL PAYMENT	1,991.00
Vendor STA42 - STAPLES BUSINESS CREDIT Total:					7,847.84
Vendor: SUG01 - SUGAR CITY BUILDING MATERIALS COMPANY					
49766	93932	05/08/2020	500-641-42108	LANDSCAPE ROCK- PW	154.24
Vendor SUG01 - SUGAR CITY BUILDING MATERIALS COMPANY Total:					154.24
Vendor: SYA01 - SYAR INDUSTRIES, INC.					
771630	93933	05/08/2020	200-342-47205	EZ STREET ASPHALT BULK- PW	636.20
Vendor SYA01 - SYAR INDUSTRIES, INC. Total:					636.20
Vendor: TRA01 - TRANS BAY INSURANCE					
3869	93934	05/08/2020	100-115-42506	INSURANCE PREMIUM ON POLICY# 62486086	175.00
Vendor TRA01 - TRANS BAY INSURANCE Total:					175.00
Vendor: TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA					
263397-202004-1	93935	05/08/2020	525-118-42510	SUBSCRIPTION 3/01-4/30/20	110.80
Vendor TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA Total:					110.80
Vendor: UNI38 - UNIVAR USA INC					
48548566	93936	05/08/2020	500-641-44303	CHEMICALS- TP	6,139.01
48569869	93936	05/08/2020	500-641-44303	CHEMICALS- TP	3,539.18
48569870	93936	05/08/2020	500-641-44303	CHEMICALS- TP	6,105.91
Vendor UNI38 - UNIVAR USA INC Total:					15,784.10
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
254873	93994	05/15/2020	100-231-42108	SANITARY SUPPLIES- FIRE	165.89
255443	93994	05/15/2020	209-554-42108	SANITARY SUPPLIES- SWIM CENTER	93.37

WARRANT LISTING

Payment Dates: 05/02/2020 - 05/15/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
475989	93994	05/15/2020	100-343-42108	APRIL JANITORIAL SERVICES-CITY HALL	1,070.00
475990	93994	05/15/2020	100-221-42108	APRIL JANITORIAL SERVICES-POLICE/PUBLIC SAF BLDG	1,176.00
475990	93994	05/15/2020	100-222-42108	APRIL JANITORIAL SERVICES-POLICE/PUBLIC SAF BLDG	1,176.00
475991	93994	05/15/2020	209-557-42108	APRIL JANITORIAL SERVICES-SWIM CENTER	274.00
475996	93994	05/15/2020	500-641-42108	APRIL JANITORIAL SERVICES-WPTP	508.00
Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:					4,463.26

Vendor: USB06 - US BANK CORPORATE PAYMENT SYSTEMS

APRIL 22 20	93937	05/08/2020	100-20018	MONTHLY STMT FULL PAYMENT	9,279.47
Vendor USB06 - US BANK CORPORATE PAYMENT SYSTEMS Total:					9,279.47

Vendor: MOO15 - VIRGINIA MOON

51120	93995	05/15/2020	209-552-36412	SF MUSEUM TRIP CANCELED DUE TO SHELTER IN PLACE	98.00
Vendor MOO15 - VIRGINIA MOON Total:					98.00

Vendor: VIS01 - VISION SERVICE PLAN

809218236	93996	05/15/2020	100-110-41003	VISON PREMIUMS FOR MAY 20	74.44
809218236	93996	05/15/2020	100-111-41001	VISON PREMIUMS FOR MAY 20	18.61
809218236	93996	05/15/2020	100-112-41003	VISON PREMIUMS FOR MAY 20	18.61
809218236	93996	05/15/2020	100-113-41003	VISON PREMIUMS FOR MAY 20	18.61
809218236	93996	05/15/2020	100-115-41003	VISON PREMIUMS FOR MAY 20	55.83
809218236	93996	05/15/2020	100-116-41003	VISON PREMIUMS FOR MAY 20	37.22
809218236	93996	05/15/2020	100-117-41003	VISON PREMIUMS FOR MAY 20	18.61
809218236	93996	05/15/2020	100-221-41003	VISON PREMIUMS FOR MAY 20	353.59
809218236	93996	05/15/2020	100-222-41003	VISON PREMIUMS FOR MAY 20	55.83
809218236	93996	05/15/2020	100-223-41003	VISON PREMIUMS FOR MAY 20	223.32
809218236	93996	05/15/2020	100-231-41003	VISON PREMIUMS FOR MAY 20	204.71
809218236	93996	05/15/2020	100-341-41003	VISON PREMIUMS FOR MAY 20	74.44
809218236	93996	05/15/2020	100-343-41003	VISON PREMIUMS FOR MAY 20	130.27
809218236	93996	05/15/2020	100-465-41003	VISON PREMIUMS FOR MAY 20	18.61
809218236	93996	05/15/2020	105-221-41003	VISON PREMIUMS FOR MAY 20	111.66
809218236	93996	05/15/2020	105-231-40101	VISON PREMIUMS FOR MAY 20	18.61
809218236	93996	05/15/2020	106-222-41003	VISON PREMIUMS FOR MAY 20	18.61
809218236	93996	05/15/2020	106-231-41003	VISON PREMIUMS FOR MAY 20	18.61
809218236	93996	05/15/2020	204-227-41003	VISON PREMIUMS FOR MAY 20	37.22
809218236	93996	05/15/2020	209-551-41003	VISON PREMIUMS FOR MAY 20	18.61
809218236	93996	05/15/2020	209-552-41003	VISON PREMIUMS FOR MAY 20	37.22
809218236	93996	05/15/2020	209-554-41003	VISON PREMIUMS FOR MAY 20	18.61
809218236	93996	05/15/2020	212-461-41003	VISON PREMIUMS FOR MAY 20	18.61
809218236	93996	05/15/2020	212-462-41003	VISON PREMIUMS FOR MAY 20	37.22
809218236	93996	05/15/2020	500-641-41003	VISON PREMIUMS FOR MAY 20	148.88
809218236	93996	05/15/2020	500-642-41003	VISON PREMIUMS FOR MAY 20	55.83
809218236	93996	05/15/2020	505-119-41003	VISON PREMIUMS FOR MAY 20	37.22
809218236	93996	05/15/2020	998-20106	VISON PREMIUMS FOR MAY 20	18.61
Vendor VIS01 - VISION SERVICE PLAN Total:					1,898.22

Vendor: FOR05 - W.R. FORDE ASSOCIATES

2020-10-01	93938	05/08/2020	500-641-42107	EMERGENCY TREATED-WATER MAIN REPAIR-HERCULES	20,921.73
Vendor FOR05 - W.R. FORDE ASSOCIATES Total:					20,921.73

Vendor: 1520 - WEX BANK

65308061	93997	05/15/2020	100-221-44301	FUEL PURCHASES- PD	20.05
Vendor 1520 - WEX BANK Total:					20.05

Vendor: XER01 - XEROX CORPORATION

010080284	93998	05/15/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SUPPLY MARCH- CITY HALL	303.75
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WARRANT LISTING

Payment Dates: 05/02/2020 - 05/15/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
010080285	93998	05/15/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY MARCH- CORP YARD	232.35
010227766	93998	05/15/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY APRIL-CITY HALL 1ST FL	361.98
010227769	93998	05/15/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY APRIL- YOUTH CENTER	203.19
099956310	93998	05/15/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY MARCH- POLICE RECORD	396.15
099956311	93998	05/15/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY MARCH- FIRE STAT 73	109.62
099956313	93998	05/15/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY MARCH- WPCP	258.83
099956314	93998	05/15/2020	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY MARCH- PD BULL PEN	324.63
Vendor XERO1 - XEROX CORPORATION Total:					2,190.50
Vendor: 1912 - ZOHO CORPORATION EST-1022968	93999	05/15/2020	525-118-42510	MANAGEENGINE MOBILE DEVICE- IT	645.00
Vendor 1912 - ZOHO CORPORATION Total:					645.00
Grand Total:					639,510.79

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	338,039.91
105 - Measure S - 2006	1,246.30
106 - MEASURE S-2014	16,837.75
200 - Gas Tax Fund	16,478.29
201 - Restricted Real Estate Maintenance Fund	1,891.20
204 - Police Grants	1,715.25
207 - NPDES Storm Water Fund	3,375.31
209 - Recreation Fund	14,211.31
212 - Building & Planning	5,892.77
215 - Measure C and J Fund	154.44
285 - Housing Land Held for Resale	15.08
310 - Lighting & Landscape Districts	2,114.74
377 - Arterial Streets Rehabilitation Fund	81,787.00
500 - Sewer Enterprise Fund	120,020.69
505 - Cable Access TV	443.90
525 - Information Systems	35,049.12
998 - Payroll Clearing	237.73
Grand Total:	639,510.79

Account Summary

Account Number	Account Name	Payment Amount
100-10601	Gas Tanks/Corp Yard	1,453.31
100-10602	Gas Tanks/Fire Station	265.81
100-110-41002	Emp Benefits/Dental	581.32
100-110-41003	Emp Benefits/Vision Care	74.44
100-110-41005	Emp Benefits/Employee	58.35
100-110-43102	Utilities/Water	8.97
100-111-40101	Salary & Wages/Full Time	156.94
100-111-41001	Emp Benefits/Medical-	18.61
100-111-41005	Emp Benefits/Employee	11.67
100-111-43102	Utilities/Water	21.54
100-112-41002	Emp Benefits/Dental	156.94
100-112-41003	Emp Benefits/Vision Care	18.61
100-112-41005	Emp Benefits/Employee	11.67
100-112-42514	Admin Exp/Special Depart	1,105.20
100-112-43102	Utilities/Water	19.74
100-113-41002	Emp Benefits/Dental	133.72
100-113-41003	Emp Benefits/Vision Care	18.61
100-113-41005	Emp Benefits/Employee	11.67
100-114-42102	Prof Svcs/Attorney	59,594.93
100-115-41002	Emp Benefits/Dental	470.82
100-115-41003	Emp Benefits/Vision Care	55.83
100-115-41005	Emp Benefits/Employee	35.01
100-115-42101	Prof Svcs/Professional	156.72
100-115-42506	Admin Exp/Bonds	175.00
100-115-43102	Utilities/Water	58.51
100-116-41002	Emp Benefits/Dental	219.12
100-116-41003	Emp Benefits/Vision Care	37.22
100-116-41005	Emp Benefits/Employee	23.34
100-116-42101	Prof Svcs/Professional	2,197.00
100-116-42110	Prof Svcs/Fingerprinting	32.00
100-116-43102	Utilities/Water	19.74
100-117-41002	Emp Benefits/Dental	156.94
100-117-41003	Emp Benefits/Vision Care	18.61
100-117-41004	Emp Benefits/PERS	181,731.00
100-117-41005	Emp Benefits/Employee	11.67
100-117-41101	Retiree Benefits/Medical	74.28

Account Summary

Account Number	Account Name	Payment Amount
100-117-42201	Office Expense	150.96
100-117-43102	Utilities/Water	157.95
100-20018	Accounts Payable/CalCard	9,279.47
100-221-41002	Emp Benefits/Dental	2,115.16
100-221-41003	Emp Benefits/Vision Care	353.59
100-221-41005	Emp Benefits/Employee	210.06
100-221-41008	Emp Benefits/Long Term	475.20
100-221-42101	Prof Svcs/Professional	576.60
100-221-42107	Prof Svcs/Equipment	378.77
100-221-42108	Prof Svcs/Building-	1,176.00
100-221-42110	Prof Svcs/Fingerprinting	34.00
100-221-42401	Dues & Pub/Memberships	695.00
100-221-42514	Admin Exp/Special Depart	143.34
100-221-44301	Other Materials Supp/Fuel	20.05
100-221-46201	Insurance/General Liability	4,521.94
100-222-41002	Emp Benefits/Dental	415.02
100-222-41003	Emp Benefits/Vision Care	55.83
100-222-41005	Emp Benefits/Employee	35.01
100-222-42101	Prof Svcs/Professional	461.20
100-222-42108	Prof Svcs/Building-	6,275.94
100-222-42201	Office Expense	326.44
100-222-42514	Admin Exp/Special Depart	32.18
100-222-43102	Utilities/Water	666.60
100-222-43103	Utilities/Electricity &	2,544.26
100-223-41002	Emp Benefits/Dental	1,538.70
100-223-41003	Emp Benefits/Vision Care	223.32
100-223-41004	Emp Benefits/PERS	97.25
100-223-41008	Emp Benefits/Long Term	236.50
100-223-43102	Utilities/Water	148.13
100-223-43103	Utilities/Electricity &	508.85
100-231-41002	Emp Benefits/Dental	1,521.11
100-231-41003	Emp Benefits/Vision Care	204.71
100-231-41005	Emp Benefits/Employee	116.70
100-231-41008	Emp Benefits/Long Term	324.50
100-231-42101	Prof Svcs/Professional	2,000.00
100-231-42104	Prof Svcs/Paramedic	794.89
100-231-42107	Prof Svcs/Equipment	42.54
100-231-42108	Prof Svcs/Building-	493.39
100-231-43101	Utilities/Telephone	43.25
100-231-43102	Utilities/Water	1,198.93
100-231-43103	Utilities/Electricity &	2,035.41
100-231-44410	Safety Clothing	3,599.72
100-341-40101	Salary & Wages/Full Time	62.18
100-341-41002	Emp Benefits/Dental	447.60
100-341-41003	Emp Benefits/Vision Care	74.44
100-341-41005	Emp Benefits/Employee	46.68
100-341-46201	Insurance/General Liability	10,550.10
100-343-41002	Emp Benefits/Dental	1,075.36
100-343-41003	Emp Benefits/Vision Care	130.27
100-343-41005	Emp Benefits/Employee	81.69
100-343-42107	Prof Svcs/Equipment	38.19
100-343-42108	Prof Svcs/Building-	2,455.58
100-343-43102	Utilities/Water	2,053.80
100-343-43201	Taxes/Property Tax	665.76
100-343-46201	Insurance/General Liability	13,618.17
100-345-42107	Prof Svcs/Equipment	2,215.13
100-345-42108	Prof Svcs/Building-	5,655.92
100-345-43102	Utilities/Water	3,221.51

Account Summary

Account Number	Account Name	Payment Amount
100-345-43103	Utilities/Electricity &	71.87
100-465-40101	Salary & Wages/Full Time	133.72
100-465-41003	Emp Benefits/Vision Care	18.61
105-221-41002	Emp Benefits/Dental	823.66
105-221-41003	Emp Benefits/Vision Care	111.66
105-221-41005	Emp Benefits/Employee	70.02
105-221-41008	Emp Benefits/Long Term	148.50
105-231-40101	Salary & Wages/Full Time	18.61
105-231-41002	Emp Benefits/Dental	62.18
105-231-41005	Emp Benefits/Employee	11.67
106-222-41002	Emp Benefits/Dental	133.72
106-222-41003	Emp Benefits/Vision Care	18.61
106-222-41005	Emp Benefits/Employee	11.67
106-231-41002	Emp Benefits/Dental	133.72
106-231-41003	Emp Benefits/Vision Care	18.61
106-231-41005	Emp Benefits/Employee	11.67
106-345-47203	Improvements/Parks	16,509.75
200-342-42108	Prof Svcs/Building-	326.00
200-342-43102	Utilities/Water	50.25
200-342-43103	Utilities/Electricity &	15,465.84
200-342-47205	Improvements/Streets	636.20
201-343-42108	Prof Svcs/Building-	532.60
201-343-42513	Admin Exp/Rent	100.00
201-343-43102	Utilities/Water	1,194.14
201-343-43103	Utilities/Electricity &	64.46
204-227-41002	Emp Benefits/Dental	156.94
204-227-41003	Emp Benefits/Vision Care	37.22
204-227-41005	Emp Benefits/Employee	23.34
204-227-41008	Emp Benefits/Long Term	59.40
204-227-47102	FF&E/Computer	1,438.35
207-344-42107	Prof Svcs/Equipment	3,375.31
209-20308	Deposits	1,000.00
209-551-41002	Emp Benefits/Dental	156.94
209-551-41003	Emp Benefits/Vision Care	18.61
209-551-41005	Emp Benefits/Employee	11.67
209-552-36412	Recreation Chg/Travel	2,058.00
209-552-38112	Rental Income/Facility	1,630.00
209-552-41002	Emp Benefits/Dental	124.36
209-552-41003	Emp Benefits/Vision Care	37.22
209-552-41005	Emp Benefits/Employee	23.34
209-552-42108	Prof Svcs/Building-	198.00
209-552-43102	Utilities/Water	2,507.42
209-552-43103	Utilities/Electricity &	1,497.24
209-553-41005	Emp Benefits/Employee	11.67
209-553-42108	Prof Svcs/Building-	206.00
209-554-36402	Recreation	147.00
209-554-41002	Emp Benefits/Dental	156.94
209-554-41003	Emp Benefits/Vision Care	18.61
209-554-41005	Emp Benefits/Employee	11.67
209-554-42108	Prof Svcs/Building-	1,757.96
209-554-43102	Utilities/Water	54.38
209-557-42108	Prof Svcs/Building-	480.00
209-558-43102	Utilities/Water	362.82
209-559-43102	Utilities/Water	1,741.46
212-461-41002	Emp Benefits/Dental	156.94
212-461-41003	Emp Benefits/Vision Care	18.61
212-461-41005	Emp Benefits/Employee	11.67
212-461-42107	Prof Svcs/Equipment	1,600.00

Account Summary

Account Number	Account Name	Payment Amount
212-461-42201	Office Expense	365.65
212-461-43102	Utilities/Water	19.03
212-462-41002	Emp Benefits/Dental	195.90
212-462-41003	Emp Benefits/Vision Care	37.22
212-462-41005	Emp Benefits/Employee	23.34
212-462-42107	Prof Svcs/Equipment	1,100.00
212-462-42201	Office Expense	323.34
212-462-42514	Admin Exp/Special Depart	1,990.45
212-462-43102	Utilities/Water	50.62
215-341-43101	Utilities/Telephone	154.44
285-464-43102	Utilities/Water	15.08
310-347-42108	Prof Svcs/Building	60.00
310-347-43102	Utilities/Water	666.13
310-347-43103	Utilities/Electricity &	280.00
310-348-42108	Prof Svcs/Building	65.00
310-348-43103	Utilities/Electricity &	400.00
310-348-47202	Improvements/Landscape	643.61
377-342-47205	Improvements/Streets	81,787.00
500-641-41002	Emp Benefits/Dental	1,067.88
500-641-41003	Emp Benefits/Vision Care	148.88
500-641-41005	Emp Benefits/Employee	93.36
500-641-42107	Prof Svcs/Equipment	21,699.29
500-641-42108	Prof Svcs/Building	662.24
500-641-43102	Utilities/Water	688.20
500-641-43103	Utilities/Electricity &	43,703.27
500-641-44302	Other Materials	5,413.05
500-641-44303	Other Materials	29,932.86
500-641-44305	Other Materials Supp/Lab	2,026.50
500-642-41002	Emp Benefits/Dental	281.30
500-642-41003	Emp Benefits/Vision Care	55.83
500-642-41005	Emp Benefits/Employee	35.01
500-642-42101	Prof Svcs/Professional	11,748.43
500-642-42514	Admin Exp/Special Depart	1,991.00
500-642-43103	Utilities/Electricity &	473.59
505-119-41002	Emp Benefits/Dental	313.88
505-119-41003	Emp Benefits/Vision Care	37.22
505-119-41005	Emp Benefits/Employee	23.34
505-119-43102	Utilities/Water	69.46
525-118-42101	Prof Svcs/Professional	24,667.73
525-118-42107	Prof Svcs/Equipment	2,190.50
525-118-42510	Admin Exp/Software Purch	755.80
525-118-43101	Utilities/Telephone	7,024.08
525-118-47102	FF&E/Computer	411.01
998-20105	Sal & Ben Payable/Dental	219.12
998-20106	Sal & Ben Payable/Vision	18.61
Grand Total:		639,510.79

Project Account Summary

Project Account Key	Payment Amount
None	639,510.79
Grand Total:	639,510.79

Approved By: Date: 5/14/2020



CITY COUNCIL REPORT

7C

DATE: MAY 19, 2020

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ERIC CASHER, CITY ATTORNEY

BY: ALEX MOG, ASSISTANT 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 May 5. 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". The Governor, in coordination with the State Public Health Officer, has articulated a four-stage framework to allow for gradually relaxing the shelter in place requirements, while continuing to preserve public health. However, 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 in response to regional specific concerns. 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 1060 cases within the County, an increase of approximately 200 in the last two weeks. Public health and safety concerns for persons and property within the City as a consequence of the global spread of novel coronavirus 2019 continue to exist.

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

FISCAL IMPACT

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

ATTACHMENTS

- A. Resolution Confirming Continued Existence of Local Emergency

**RESOLUTION 2020-XX
CITY OF PINOLE**

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

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

WHEREAS, in accordance with Government Code Section 8630 and Pinole Code Section 2.32.060, the Director of Emergency Services proclaimed the existence of a local emergency caused by the Novel Coronavirus (COVID-19), a respiratory disease first identified in China that may result in serious illness or death that is easily transmissible from person to person, on March 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 1060 confirmed cases of COVID-19 within the County, an increase of approximately 200 in two weeks, as well as over 30 deaths; and

WHEREAS, the Governor, in coordination with the State Public Health Officer, has articulated a four-stage framework to allow for gradually relaxing the shelter in place requirements; and

WHEREAS, the Contra Costa Health Officer, based on regional specific concerns, has extended the order for all residents to shelter at home through the month of May despite the

ATTACHMENT A

Governor's general framework for relaxing the statewide shelter in place order; and

WHEREAS, the public health and safety concerns for persons and property within the City as a consequence of the global spread of COVID-19 continue to exist.

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 May 5, 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.

ATTACHMENT A

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 19th 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 19th day of May, 2020.

Heather Iopu, CMC
City Clerk



CITY COUNCIL REPORT

7D

DATE: MAY 19, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: HEATHER IOPU, CITY CLERK

SUBJECT: EXTEND TERMS OF PLANNING COMMISSIONERS

RECOMMENDATION

Staff recommends that the City Council adopt a resolution extending the terms of three (3) Planning Commission seats.

BACKGROUND

The Planning Commission is governed by Chapter 2.40 of the Pinole Municipal Code. It consists of seven (7) members who are appointed by the majority of the City Council. Appointed members serve staggered terms which are typically effective May 1 as follows: Three (3) members shall serve a four (4)-year term expiring on even years and four (4) members shall serve four (4) years expiring on odd years.

At the April 16, 2019 meeting, the Council made two (2) appointments to Planning Commission seats with the term expiration date of April 30, 2020. Sarah Flashman and Joseph Ojeda were each appointed to serve for the remaining one-year period of their prospective seats' (4) year terms, as those seats became vacant mid-term. Thomas Brooks was appointed to the Planning Commission in 2016 and his four year term also expired on April 30, 2020. The remaining four (4) seats of the Commission have terms that expire in 2023.

REVIEW AND ANALYSIS

Given the impacts of the COVID-19 crisis on staff and the community at large, the City has delayed opening the recruitment period to fill the three (3) Planning Commission seats with expired terms. City staff recommends that recruitment efforts to fill Commission vacancies begin after the shelter in place order has been lifted by County health officials, the City is no longer in a local emergency status, and staff can conduct an accessible recruitment.

With the Planning Commission being a seven (7) member body that requires a four (4) member quorum to conduct meetings, and with most decisions requiring a

majority of membership to approve an action, it would be problematic to leave the seats with expired terms vacant.

Staff recommends that the Council adopt a resolution to allow the commissioners whose terms expired on April 30, 2020 to continue to serve until new appointments are made.

FISCAL IMPACT

There are no fiscal impacts associated with this action.

ATTACHMENT:

- A Resolution
- B. Planning Commission Roster

ATTACHMENT A

RESOLUTION NO. 2020-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, EXTENDING THE TERMS OF THREE CURRENT PLANNING COMMISSIONERS

WHEREAS, the Planning Commission is a seven (7) member body governed by Chapter 2.40 of the Pinole Municipal Code; and

WHEREAS, the City Clerk holds open recruitment for a period of no less than 30 days and applicants are interviewed by the Planning Commission Interview Subcommittee before Commissioners are appointed by the City Council upon the recommendation of the Interview Subcommittee; and

WHEREAS, currently there are three Commissioners that have terms that expired on April 30, 2020; and

WHEREAS, the Planning Commission requires a four (4) member quorum to conduct meetings with most decisions requiring a majority of membership to approve an action; and

WHEREAS, the current COVID-19 Shelter-in-Place order mandated by the County limits the public's ability to fully participate in the recruitment and interview process; and

WHEREAS, the City Clerk will open recruitment when COVID-19 restrictions have eased and an accessible recruitment process can take place.

NOW THEREFORE, BE IT RESOLVED that the Pinole City Council does hereby authorize the commissioners Sarah Flashman, Joseph Ojeda and Thomas Brooks, whose terms expired on April 30, 2020 to continue to serve until new appointments are made.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 19th day of May 2020 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed, and adopted on the 19th day of May, 2020.

Pinole City Council
Resolution No. 2020-____
Page ____
Heather Iopu, CMC
City Clerk

2019 - 2020 ROSTER **PINOLE PLANNING COMMISSION**

The Planning Commission meets at 7 PM on the 4th Monday each month except when there is a holiday conflict. Additional meetings are held as needed.

1. Simon Wong
Term expires 4/30/2023

5. Devin Murphy
Term expires 4/30/2023

2. Thomas M. Brooks
Term expires 4/30/2020

6. Ann Moriarty
Term expires 4/30/2023

3. Sarah Flashman
Term expires 4/30/2020

7. David Kurrent
Term expires 4/30/2023

4. Joseph Ojeda
Term expires 4/30/2020

Chair & Vice Chair Effective term:
May-April 30

Development Review Subcommittee:
Chair Wong, Commissioner Kurrent, and
vacant
Alternate: Commissioner Thompson

Updated 05-01-2019 (Chair /Vice Chair Effective April)



CITY COUNCIL REPORT

7E

DATE: MAY 19, 2020

TO: MAYOR AND COUNCILMEMBERS

FROM: HECTOR DE LA ROSA, ASSISTANT CITY MANAGER

SUBJECT: APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AMENDMENT FOR TWO YEARS TO THE EXISTING AGREEMENT WITH ROSENOW, SPEVACEK GROUP INC (RSG) IN THE TOTAL AMOUNT OF \$112,550 FOR AFFORDABLE HOUSING MONITORING SERVICES AND PREPARATION OF THE HOUSING SUCCESSOR AGENCY ANNUAL REPORT FOR FISCAL YEAR 2019-20 AND APPROVE A BUDGET APPROPRIATION FROM THE HOUSING SUCCESSOR FUND

RECOMMENDATION

It is recommended that the City Council Approve and Authorize the City Manager to execute a Amendment for Two Year to the existing agreement with Rosenow, Spevacek Group Inc (RSG) in the total amount of \$112,550 for Affordable Housing Monitoring Services and Preparation of the Housing Successor Agency Annual Reports for Fiscal Year 2019-20 and Approve a Budget Appropriation from the Housing Successor Fund.

BACKGROUND

The City of Pinole is the Housing Successor Agency to the former Pinole Redevelopment Agency. When the former Agency dissolved in February 2012, the City inherited its housing assets and functions. California Health and Safety Code ("HSC") Section 34176.1(f) requires the City to prepare an annual report summarizing activities in the prior fiscal year related to the former Agency's housing assets.

On May 16, 2017, the City approved a 3-year agreement with RSG, Inc. to monitor and assure compliance of the City's affordable housing restrictions for various properties as well as to complete the Annual Housing Fund report as required under SB 341.

Affordability Compliance Monitoring

This service includes collection and review of controlling documents, agreements and funding source guidelines (i.e., HOME, CDBG, NSP, Redevelopment Affordable Housing Set-Aside, or Low-Income Housing Tax Credits) for each

affordable housing project to assure that certified tenant income and tenant rents adheres to the maximum income levels permitted requiring a review of the owner/property managers' records to ensure that properties are being managed and maintained according to the standards set forth by the City, and controlling documents.

If follow-up is needed RSG will work with owner/property managers to bring the project into full compliance. A database will be prepared for each project so that accurate records will be available for compliance monitoring in a format acceptable to and accessible by the City.

The services provided by RSG under this agreement will evaluate the following:

- 7 rental properties with 1 restricted unit at each property
- 3 multifamily apartments having 2-4 restricted units at each property
- 2 multifamily apartments having 16-19 restricted units at each property
- 4 multifamily apartments having 65+ restricted units at each property

SB 341 Reporting

Pursuant to redevelopment agency dissolution, SB 341 created a new requirement that successor housing entities provide an annual report that details compliance with the expenditure limitations specified in SB 341 during each five-year compliance period ("SB 341 Report"). As the successor housing entity to the former Pinole Redevelopment Agency, the City is required to annually provide the SB 341 Report. The SB 341 Report will detail compliance with expenditure limitations, provides an inventory of homeownership units, describes property disposition efforts and provide information regarding the Housing Fund encumbrances reported on the City's Housing Assets Transfer form, which was submitted to the California Department of Finance.

REVIEW AND ANALYSIS

The City has continued to utilize RSG for the past three years and has been satisfied with RSG, Inc. service. On April 30, 2020, the RSG three-year agreement concluded. Due to COVID-19, several of the affordable housing property managers have requested for an extension in providing tenants data as the shelter in place has restricted proximity to renters. As such, RSG has not concluded this year's compliance reports. To maintain continuity and consistency for each reporting period, Staff is recommending a two (2) year extension to the existing agreement with RSG to complete the 2019 and subsequent compliance reporting.

Staff has reached out the RSG, Inc and they are agreeable to a two-year extension while maintaining the same price of \$21,000 for FY 2020-21. For FY 2021-22, the price will increase based on the consumer price index.

FISCAL IMPACT

The cost for a two-year extension to the agreement is estimated at \$43,050 for the period of May 1, 2020 through June 30, 2022. Given that the funding will cover three fiscal years, staff is seeking an appropriation of \$3,000 for the period through June 30, 2020. The remainder of the funding, \$18,000, will be included in the FY 2020-21 Budget.

Funding for the services in FY 2021-22 will be included during the preparation of the budget from the Successor Housing Agency Fund Balance.

ATTACHMENTS

- A Resolution
- B 1st Amendment to RSG Agreement
- C Original Contract

RESOLUTION NO. 2020-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT FOR TWO YEARS TO THE EXISTING AGREEMENT WITH ROSENOW, SPEVACEK GROUP INC (RSG) IN THE TOTAL AMOUNT OF \$112,550 FOR AFFORDABLE HOUSING MONITORING SERVICES AND PREPARATION OF THE HOUSING SUCCESSOR AGENCY ANNUAL REPORT FOR FISCAL YEAR 2019-20 AND APPROVE A BUDGET APPROPRIATION FROM THE HOUSING SUCCESSOR FUND

WHEREAS, with the dissolution of the Redevelopment Agency, the City of Pinole inherited its housing assets and functions as the Housing Successor Agency to the former Pinole Redevelopment Agency; and

WHEREAS, California Health and Safety Code ("HSC") Section 34176.1 (f) requires the City to prepare an annual report summarizing activities in the prior fiscal year related to the former Agency's housing assets; and

WHEREAS, in May 16, 2017, the Successor to the Housing Agency of the Pinole Redevelopment Agency approved a three-year contract with RSG, Inc. for affordable housing compliance monitoring and reporting; and

WHEREAS, due to the COVID-19 pandemic, several of the affordable housing property managers have requested for an extension in providing tenants data as the shelter in place has restricted proximity to renters; and

WHEREAS, RSG has not been able to obtain all the necessary documents to finalize this year's compliance reports; and

WHEREAS, to maintain continuity and consistency for the reporting period, Staff is recommending a two (2) year extension of the agreement with RSG to complete the Affordable Housing Compliance reporting; and

WHEREAS, RSG, Inc is agreeable to a two-year amendment, while maintaining the same price of \$21,000 for FY 2020-21. For FY 2021-22, the price will increase based on the consumer price index; and

WHEREAS, a budget appropriation of \$3,000 from the Successor Housing Agency Fund Balance is necessary for the period of May 1, 2020 through June 30, 2020. The remainder of the funding, \$18,000, will be included in the FY 2020-21 Budget.

NOW, THEREFORE, BE IT RESOLVED that the Pinole City Council serving as the Successor Housing Agency for the former Redevelopment Agency of Pinole does hereby authorize the City Manager to execute an amendment in a form agreeable to the City Manager and City Attorney with RSG for affordable housing compliance monitoring and reporting and authorizes the appropriation of \$3,000 from the Successor Housing Agency Fund Balance.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 19th 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 this 19th day of May 2020.

Heather Iopu, CMC
City Clerk

ATTACHMENT B

AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PINOLE AND RSG, Inc.

This Amendment to the Consulting Services Agreement dated May 17, 2017 (the "Agreement"), between the City of Pinole, a general law city and municipal corporation, ("City") and RSG, Inc. ("Consultant") (together sometimes referred to as "Parties") is approved as of the date executed below.

Effect of Amendment. The terms and conditions of this Amendment are intended by the Parties to modify the Agreement. To the extent there is any inconsistency between the terms of this Amendment and the terms of the Agreement and/or its Appendix, the terms of this Amendment shall control.

3. Compensation

1. **Fees and Invoices.** CONSULTANT fees shall not exceed \$112,550. CONSULTANT shall submit invoices to CITY not more often than once per month during the term of this Agreement. Invoices shall contain: (i) the beginning and ending dates of the billing period; (ii) a description of the work performed during the billing period; and (iii) the total amount payable.

5. Term of Agreement

The term of this agreement shall be from May 17, 2017 through June 30, 2022.

With the exception of the foregoing, all other terms and conditions in the Services Agreement, dated May 17, 2017, remain in force and effect.

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

City of Pinole

Contractor

Andrew Murray
City Manager

Dated: _____

Dated: _____

Approved as to Form

Attest:

Eric S. Casher
City Attorney

Heather Iopu, CMC
City Clerk

ATTACHMENT B

Dated: _____

Dated: _____

CONSULTING SERVICES AGREEMENT

This Agreement is made and entered into this 17 day of May, 2017, by and between the **CITY OF PINOLE**, a municipal corporation (hereinafter referred to as "CITY"), located at 2131 Pear Street, Pinole, CA 94564-1774; and RSG, Inc (CONSULTANT), a corporation, located at 309 West 4th Street, Santa Ana, CA 92701-4502 (hereinafter referred to as "CONSULTANT").

1. SCOPE OF SERVICES

INSERT SCOPE OF SERVICES (MARK AS EXHIBIT "A")

2. DELIVERABLES

CONSULTANT to provide written reports as follows:

INSERT DELIVERABLES (MARK AS EXHIBIT "B")

3. RESPONSIBLE PERSONNEL AND DIRECTION

Tara Matthews will be charged with the completion of CONSULTANT'S responsibilities under this Agreement. CONSULTANT shall report to and receive direction from Hector De La Rosa.

4. COMPENSATION

CONSULTANT agrees to perform the Scope of Services delineated herein, and CITY agrees to make payments for work completed under the following terms:

1. **Fees and Invoices.** CONSULTANT fees shall not exceed \$ 27,500 in Year 1 of this agreement, \$21,000 each in Year 2 and Year 3, plus any adjustment based on the annual percentage increase in the California Consumers Price Index. CONSULTANT shall submit invoices to CITY not more often than once per month during the term of this Agreement. Invoices shall contain: (i) the beginning and ending dates of the billing period; (ii) a description of the work performed during the billing period; and (iii) the total amount payable.
2. **Reimbursable Costs.** CITY agrees to pay only those reasonable reimbursable costs incurred in conjunction with this Agreement, without additional mark-up. CONSULTANT shall submit copies of receipts for reimbursement. CITY has sole discretion to determine which costs are reimbursable.
3. **Early Termination.** If CITY terminates this Agreement pursuant to Section 18 of this Agreement, CITY shall compensate CONSULTANT for work satisfactorily completed as of the date of written notice of termination and within 30 days of CITY'S receipt of CONSULTANT invoices in a form satisfactory to CITY.

5. TERM OF AGREEMENT

Unless otherwise agreed to in writing, the term of this Agreement shall be from May 17, 2017 through April 30, 2020.

6. BUSINESS LICENSE

CONSULTANT shall obtain a City of Pinole business license according to the terms of Title 5 of the City of Pinole Municipal Code and deliver to CITY proof of such business license prior to beginning work under this Agreement. Work under this Agreement cannot begin until CITY receives proof that CONSULTANT has obtained a City of Pinole business license. If the CONSULTANT does not show satisfactory proof of having obtained a business license from CITY, CITY may deduct the business license fee from CONSULTANT'S invoice and issue a business license to CONSULTANT.

7. AMENDMENT

This Agreement may be amended, modified or changed by the parties in writing and approved by the authorized representatives of the parties.

8. OWNER OF DOCUMENT/PROPRIETARY INTEREST

It is agreed that CITY has a proprietary interest in all material prepared by CONSULTANT under this Agreement, with the exception of promotional materials, and may retain, alter or use as it sees fit all portions of the material prepared for the completion of the project. City shall defend and hold CONSULTANT harmless for all claims, losses and damages related to CITY'S use of the material on any other project.

9. SUBCONTRACTORS

CONSULTANT may utilize professional subcontractors only as approved by CITY.

10. ADDITIONAL SERVICES

In the event CITY desires to retain CONSULTANT for the performance of additional services in connection with this Agreement, specification of such additional services and compensation therefore shall be made only by amendment to this Agreement in accordance with compensation rates to be negotiated at that time.

11. INDEPENDENT CONTRACTOR

It is specifically understood and agreed that in the making and performance of this contract, CONSULTANT is an independent contractor and is not and shall not be an employee, agent, or servant of CITY.

12. NONDISCRIMINATION

There shall be no discrimination against any employee who is employed in the work covered by this contract, or against any applicant for such employment because of age, race, religion, sex or national origin.

13. CONSULTANT CONFLICT OF INTEREST

CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY'S Conflict of Interest Code (on file in the City Clerk's Office).

It is incumbent upon CONSULTANT or CONSULTANT'S firm to notify CITY of any staff changes relating to this Agreement.

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

Initialed by City Attorney's Office

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

Tara Matthews, Principal _____

14. ASSIGNMENT

CONSULTANT shall not assign any interest in this contract, and shall not transfer any interest in the same without the prior written consent of CITY.

15. AGREEMENT BINDING

This Agreement is binding on the heirs, successors and assigns of the parties hereto.

16. APPLICABLE LAW AND ATTORNEY'S FEES

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by a party for breach of this

Agreement or to enforce any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, court costs or any other costs as may be fixed by the court. Any action arising out of this Agreement shall be venued in the Superior Court of the State of California in and for the County of Contra Costa.

17. SEVERABILITY

If any one of more of the covenants and agreements or portions thereof shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such covenant, or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed severable from the remaining covenants and agreements or portions thereof, and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.

18. TERMINATION

- A. CITY may terminate this Agreement at any time, without cause, by giving CONSULTANT two (2) weeks' (i.e., 14 days) written notice of discontinuance and termination of this Agreement. CONSULTANT shall be entitled to compensation for services satisfactorily rendered up to the written notice of termination of this Agreement. CITY may condition such payment upon CONSULTANT'S delivery of all material prepared by CONSULTANT under this Agreement.
- B. CITY may, at any time, at its discretion, abandon or suspend any portion of the work being done under the terms of this Agreement. In the event of abandonment or suspension of work for which professional services have been performed under this Agreement by CONSULTANT or in the event of the termination of this Agreement, CONSULTANT shall immediately stop work on the project required by this Agreement, or shall stop work at the stage directed by CITY.

19. INSURANCE AND INDEMNIFICATION

- A. **Insurance Requirements.** Before beginning any work under this Agreement, CONSULTANT, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by CONSULTANT and its agents, representatives, employees, and subcontractors. CONSULTANT shall maintain the insurance policies required by this section throughout the term of this Agreement. CONSULTANT shall furnish CITY with complete copies of all insurance policies prior to execution of this Agreement and upon CITY'S request.
- B. **Workers' Compensation.** CONSULTANT shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. The Statutory Workers' Compensation Insurance and

Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, CONSULTANT may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code.

C. **Commercial General and Automobile Liability Insurance.**

1. **General Requirements.** CONSULTANT, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.
2. **Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) Code 1. No endorsement shall be attached limiting the coverage.

D. **Professional Liability Insurance (Required for all licensed consultants).** CONSULTANT, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$250,000 per claim.

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

1. Other than Professional Liability, the insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
2. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.

F. **Notice of Reduction in or Cancellation of Coverage.** Coverage shall not be canceled by either party except after thirty (30) days' prior written notice has

been given to CITY; ten (10) days if cancellation is due to non-payment of premium.

G. **Additional Insured; Primary Insurance.** A certified endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) shall be attached to all policies stating that CITY and its officers, employees, agents, and volunteers shall be covered as additional insureds. A certified endorsement shall be attached to all policies stating that coverage is primary insurance with respect to CITY and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by CITY shall be called upon to contribute to a loss under the coverage.

H. **Variation.** CITY, through its City Attorney, may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that CITY'S interests are otherwise fully protected.

I. **Indemnification.**

CONSULTANT shall, to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, defend with counsel acceptable to CITY, indemnify, and hold CITY, its officers, employees, agents, and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, ("Claims"). CONSULTANT will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify CITY shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of CITY.

With respect to third party claims against CONSULTANT, CONSULTANT waives any and all rights of any type of express or implied indemnity against the Indemnitees.

However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt CITY from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of CONSULTANT to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

20. NOTICES

All correspondences shall be sent by first-class mail and directed to the party at the addresses specified below, or to a substitute address as a party may designate by written notice to the other

party:

CONSULTANT: Ms. Tara Matthews, Principal
RSG, INC.
309 W. 4th Street
Santa Ana, CA 92701

CITY:

City of Pinole
2131 Pear Street
Pinole, CA 94564
Attention: Hector De La Rosa

with a copy to:

City Attorney
2131 Pear Street
Pinole, CA 94564

21. MISCELLANEOUS PROVISIONS

- A. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events or conditions beyond the party's control.
- B. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- C. This agreement constitutes the entire agreement between the parties and there are no conditions, agreements or representations between the parties except as expressed in said document. It is not the intent of the parties to this agreement to form a partnership or joint venture.
- D. Where the terms and conditions of this Agreement and any attachments or exhibits hereto conflict, the parties expressly agree that the terms and conditions of this Agreement shall prevail and preside.
- E. The Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from the City of Pinole.
- F. Preparation and negotiation of this Agreement has been a joint effort of the parties and neither the Agreement nor any of its provisions shall be construed against either of the parties as the drafting party or otherwise
- G. Consultant shall comply with all applicable laws, statutes, City of Pinole ordinances, resolutions, policies and procedures in force and effect on the date this Agreement is executed by the City, including, but not limited to the California Environmental Quality Act and all relevant provisions of the Public Resources Code, the California Public Contract Code, the California Labor Code and the California Government Code.

22. ATTACHMENTS

Exhibit A - SCOPE OF SERVICES

Exhibit B – FEE ESTIMATE

Certificates of Insurance

IN WITNESS WHEREOF, CITY AND CONSULTANT have caused their authorized representatives to execute this Agreement.

CITY OF PINOLE

By: 
Michelle Fitzer, City Manager

CONSULTANT

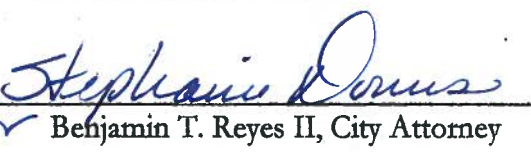
By: 

Consultant's City of Pinole Business
License #: 17-08169

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM:

By: 
for Benjamin T. Reyes II, City Attorney

SCOPE OF SERVICES

Compliance Monitoring

Annual compliance monitoring activities will be initiated when annual income limits are published by HUD and HCD, typically in the Spring. For example, monitoring for FY 2016-17 will commence when 2017 income limits are released in the Spring or Summer of 2017. The following details the tasks that RSG would undertake:

1. **Request Monitoring Forms:** RSG will prepare and distribute letters requesting property managers/owners to submit the following:
 - *Tenant Forms (signed by tenant and submitted to property management):*
 - Tenant Income Certification with supporting income documentation
 - Income Verification Lease Provisions
 - Crime Free Lease Addendum (East Bluff Apartments only)
 - *Property Manager/Owner Forms (signed by property manager/owner):*
 - Landlord Summary Form
 - Certificate of Continuing Program Compliance
2. **Analyze Data and Prepare Monitoring Reports:** RSG will review the completed compliance monitoring materials to analyze compliance with affordable housing agreements and restrictive covenants. RSG will prepare a monitoring summary report for each property that identifies whether the property is in compliance with the terms of the applicable regulatory documents. It will detail areas of non-compliance, if any, and make recommendations for correcting any non-compliance issues. Monitoring reports will be sent to the City for review and edit, then to property owners. Property owners will be given an opportunity to address non-compliance issues, if any. Per the City's direction, RSG will review 100% of the restricted units listed on the management forms. RSG's review of the Tenant Income Certification forms and supporting income documentation will reflect a 20% sampling of the total income-restricted units.
3. **Follow-up with Non-Compliant Properties:** RSG will correspond with property managers/owners to address issues of non-compliance that can be addressed by providing additional documentation. This will be limited to up to 10 hours of correspondence and review. More complicated matters, particularly those requiring changes in rents or tenancies, will be addressed jointly with City staff and for an additional fee with the City's authorization (see "Additional Optional Services" section).
4. **Clearance Reports and Summary Report:** For any properties that had non-compliance issues, RSG will prepare Clearance Reports after the property managers/owners respond to corrective action

ATTACHMENT A

SCOPE OF WORK

requests. RSG will provide a compliance review summary table to City staff summarizing the compliance status of each property and remaining non-compliance issues, if any.

5. Additional Optional Services: RSG is available to provide the following services for an additional fee, billed on a time and materials basis with pre-authorization from City staff:
- Negotiations with owners, if needed, for resolving complex project compliance issues that require more time than outlined under Item 3.
 - Updating the required website data pursuant to Assembly Bill 987 (effective January 1, 2008) requiring the City to annually update and post on the City's website a list of income-restricted affordable housing units assisted by the City.

Housing Successor Agency Annual Report

The City serves as the Housing Successor Agency to the former Pinole Redevelopment Agency ("RDA"). Senate Bill 341 and related legislation implemented annual reporting requirements in 2014 for successor housing agencies. The City must prepare a Housing Successor Annual Report that details compliance with expenditure limitations, provides an inventory of homeownership units, describes property disposition efforts, and other items. The report is submitted to HCD with the City's Housing Element Annual Progress Report due by April 1 annually.

The City is also required to prepare an independent financial audit of the Successor Housing Agency's Low and Moderate Income Housing Asset Fund ("Housing Fund"), which is due to the City Council by December 31 annually. The audit may be completed as a component of the City's Annual Audited Financial Statements.

RSG will prepare the Housing Successor Agency Annual Report for Fiscal Years 2016-17 through 2018-19 (due April 1, 2018, 2019, and 2020, respectively) with the following information:

1. The amounts deposited into the Housing Fund
2. A statement of the balance of the Housing Fund
3. A description of Housing Fund expenditures by category
4. The statutory value of real property and loans receivable
5. A description of funds transferred to the Housing Successor
6. A description of projects that receive funding through ROPS, if any
7. The status of efforts to dispose of former RDA properties transferred to the Housing Successor, if any (there is a five-year disposition deadline)
8. An update on inclusionary and replacement housing obligations remaining from the former RDA, if any
9. Compliance with expenditures limitations within a 5-year compliance period
10. The percentage of senior deed-restricted units assisted in the last 10 years
11. The amount of excess surplus
12. An inventory of homeownership units assisted by the former RDA or Housing Successor
13. The amounts received from repayment of any City loans to the former RDA through the ROPS

The reports are written so staff understands the City's current compliance status and any actions it must take or avoid to remain in compliance with State law.

ATTACHMENT B

FEE SCHEDULE

RSG STAFFING

Tara Matthews, Principal will serve as the principal in charge of this engagement. Rosa Romero, Analyst, will serve as project manager on the engagement, and will be the day-to-day contact with City staff. Ms. Romero may be assisted by Brett Poirier, Analyst, to fulfill the Scope of Services. Suzy Kim, a Senior Associate based in Berkeley, CA, will assist with the Housing Successor Agency Annual Report and with housing monitoring as needed. Resumes for RSG staff are available on our website at <http://www.webrsg.com/about/>.

FEE ESTIMATE

RSG proposes to provide the tasks described in the Scope of Services on a time-and-materials basis **not to exceed** the amounts below for services covering the following fiscal years:

Fiscal Year Monitoring/ Reporting	# Properties	# Units	Compliance Monitoring	Housing Successor Report	Total
FY 16-17 (2017 income limits)	16	423	\$20,000	\$7,500	\$27,500
FY 17-18 (2018 income limits)	12	320	\$15,000	\$6,000	\$21,000
FY 18-19 (2019 income limits)	12	320	\$15,000	\$6,000	\$21,000

The services will be provided based on RSG's 2017 billing rates below:

Principal / Director	\$ 235
Senior Associate	\$ 180
Associate	\$ 160
Senior Analyst	\$ 135
Analyst	\$ 125
Research Assistant	\$ 110
Technician	\$ 80
Clerical	\$ 60

Reimbursable Expenses

Cost plus 10%

Our fee is based upon an estimate of the number of annual hours needed for each task. If the Scope of Services is substantially changed in the future, RSG will notify the City and request a fee adjustment. Any revisions to the Scope of Services will be billed on a time-and-materials basis at RSG's hourly rates.



CITY COUNCIL REPORT

7F

DATE: MAY 19, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: HECTOR DE LA ROSA, ASSISTANT CITY MANAGER

SUBJECT: AUTHORIZING THE CITY MANAGER TO EXECUTE A TASK ORDER WITH RSG, INC. IN THE AMOUNT NOT TO EXCEED \$65,000 TO PROCURE COMMERCIAL REAL ESTATE BROKER SERVICES FOR THE SALE OF SEVERAL FORMER REDEVELOPMENT AND HOUSING ASSETS

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute a task order with RSG, Inc. in the amount not to exceed \$65,000 to procure Commercial Real Estate Broker Services for the sale of several former Redevelopment and Housing assets.

BACKGROUND

In 2012, the California State Legislature passed AB 26 and AB 1484 dissolving Redevelopment Agencies. In accordance with AB 26 and AB 1484, the City prepared a list of all Pinole Redevelopment Agency properties and the Department of Finance approved the City's resulting Long Range Property Management Plan (LRPMP). The LRPMP obligated the Successor Agency to dispose of the Pinole Redevelopment Agency's assets, with the sales proceeds to be submitted to the County for distribution to the various taxing agencies. In 2015, with approval of the Agency's Long Range Property Management Plan (non-housing assets) by the Department of Finance, the assets were transferred to the City.

The former Pinole Redevelopment Agency also had several housing assets that were transferred to the City as the Housing Successor Agency. The Housing Successor Agency must sell or use the assets for affordable housing purposes.

In 2016, the City issued Requests for Proposals (RFP) seeking qualified developers for four former Pinole Redevelopment Agency properties: 2361 San Pablo Avenue (old Pinole Bank), 2301 San Pablo Avenue (corner lot), 297 Park Street (Blackies), and 649 Tennent Avenue (Collins House).

Following consideration of a couple of proposals for the Blackies and Collins sites, the City Council directed staff to issue an RFP seeking specialized services for marketing,

property value analysis, recommendations as to the best and highest use of the properties, and review of purchase proposals for all four properties.

On April 25, 2019, the City released an RFP seeking proposals from Commercial Real Estate Brokers interested in marketing the four properties. The City received two proposals, from Tri-Commercial/CORFAC and RSG, Inc.

While both firms had experience in the proposed services, on July 2, 2019, the City Council approved an agreement with Tri-Commercial. The agreement with Tri-Commercial provided for a fee of 6% of the sales price if they were to find a party interested in developing and purchasing the properties. Following months of marketing and site tours, no proposals were submitted.

In an effort to expand its marketing outreach, the Council directed staff to market the properties under an “open listing” arrangement. Tri-Commercial stated that an “open listing” arrangement would not work for them due to the considerable amount of time and money they spent on marketing, showing, qualifying buyers, negotiating and preparing offers on our listings.

REVIEW AND ANALYSIS

On November 13, 2018, the Council approved entering into On-Call Agreements with five companies to provide real estate services to the City. With approved On-Call agreements, when the City desires the services of an approved vendor, a task order will be prepared and presented to the Council for approval.

RSG, Inc. was one of the companies who had been qualified to perform real estate services through the 2018 prequalification process. Moreover, they also were one of the companies who submitted a proposal for broker services in April 2019. Staff reached out to RSG, Inc who has expressed interest in marketing the properties.

RSG, Inc. has over 40 years’ experience in economic development including affordable housing development and real estate transactions.

Below is a summary of the scope of services:

1. Meet with Council to review goals and expectations for properties.
2. Prepare and Post listings (Costar, Loopnet and in collaboration with real estate brokers).
3. Prepare Offering Memorandum for Targeted Outreach (Flyers with property and contact information).
4. Coordination and Management of properties (respond to inquiries within 1 day and provide city with weekly updates and offers)
5. Review offers, pro-forma, and other financial related proposals and meet with Council to review offers.

6. Work with City Administration on terms and conditions for the sale of the properties with buyers.
7. Coordinating real estate appraisals and review real estate proposals.
8. Handle all customary activities and services associated with real estate transactions
9. Host site visits to prospective buyers.
10. Obtain Preliminary Title Reports and Schedule a Phase 1 Environmental

The agreement for the services will be on a time and material basis. RSG, Inc. will act as the City's representative marketing the property under an "open listing", showing the property and reviewing proposals for the City. They will also outreach to real estate agents/brokers informing them of the availability and sale requirements for each property. This agreement does not preclude any real estate agent from showing the properties. However, any proposals must be submitted to RSG, Inc for review and discussion with City staff.

The term of the contract shall be 12 months from date of award. The contract may be renewed at the sole discretion of the City Manager for additional terms upon satisfactory performance by the firm.

The City Attorney will be primarily responsible for the preparation of the Purchase and Sale Agreement (PSA), Disposition and Development Agreement (DDA), if required, and/or Affordable Housing Agreements (AHA).

FISCAL IMPACT

Sale proceeds and expenditures associated with the sale of former RDA properties will be reflected in Fund 750 and Fund 250 for Housing assets. Funding in the amount of \$65,000 will be derived to the appropriate Successor or Housing Fund. Staff and Attorney costs related with the sale of the properties will also be paid through the proceeds from the sale, as allowed under the dissolution law. Once the property is sold, the City is allowed to pay for the expenditure costs from the sale proceeds.

There may also be a fee, which is unknown at this time, associated with the sale of the properties through a real estate agent/broker.

ATTACHMENTS

- A. Resolution
- B. Task Order with RSG, Inc./Scope of Service
- C. On-Call Agreement

ATTACHMENT A

RESOLUTION NO.

A RESOLUTION OF THE CITY OF PINOLE AUTHORIZING THE CITY MANAGER TO EXECUTE A TASK ORDER WITH RSG, INC. IN THE AMOUNT NOT TO EXCEED \$65,000 TO PROCURE COMMERCIAL REAL ESTATE BROKER SERVICES FOR THE SALE OF SEVERAL FORMER REDEVELOPMENT AND HOUSING ASSETS

WHEREAS, the City, as the Successor Housing Agency and Successor to the former Redevelopment Agency, is the owner of certain real properties (the “Lands”) located at 2301 San Pablo Ave. (corner lot), 2361 San Pablo Ave. (old Pinole Bank), 297 Park Street (Blackies) and 649 Tennent Ave. (Collins) in the City of Pinole, California, County Assessor’s Parcel Numbers 401-162-001, 401-162-003, 401-142-010 and 401-142-011, respectively; and

WHEREAS, the Properties were purchased by the Redevelopment Agency/Housing Agency of the City of Pinole (the “Agency”) with Redevelopment funds; and

WHEREAS, pursuant to the Dissolution Law the Agency was dissolved on February 1, 2012 and the Lands were transferred to the City pursuant to a long range property management plan; and

WHEREAS, the Lands are currently vacant and zoned as Commercial and Residential Mixed use (CMU/RMU); and

WHEREAS, the City desires to sell the Land for development; and

WHEREAS, on November 13, 2018, the Council approved entering into On-Call Agreements with five companies to provide real estate services to the City, which included RSG, Inc; and

WHEREAS, on April 25, 2019, the City released a Request for Proposals (RFP) seeking proposals from Commercial Real Estate Brokers interested in marketing, seeking developers and selling the Lands.; and

WHEREAS, as of the closing date of the RFP, May 23, 2019, TRI Commercial/CORFAC and RSG, Inc. submitted proposals; and

WHEREAS, staff is recommending issuing a task order with RSG, Inc. who has over 40 years’ experience in economic development including affordable housing development and real estate transactions; and

WHEREAS, RSG, Inc submitted a proposal in the amount of \$65,000 to act as the City’s representative marketing, showing the property and reviewing proposals under an “open listing”; and

WHEREAS, funding for the \$65,000 as well as staff and attorney costs related to the sale of the properties will also be paid through the proceeds from the sale, as allowed under the dissolution law.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pinole does hereby authorizing the City Manager to enter into a contract with RSG, Inc. in the amount not to exceed \$65,000 to provide commercial real estate broker services for the sale of several former redevelopment and housing assets.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 19th day of May 2020 by the following vote:

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

I hereby certify that the foregoing resolution was introduced, passed and adopted on this 19th day of May, 2020.

Heather Iopu, CMC
City Clerk

ATTACHMENT B

TASK ORDER TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PINOLE AND RSG, INC.

This Task Order to the Consulting Services Agreement dated November 20, 2018 (the "Agreement"), between the City of Pinole, a general law city and municipal corporation, ("City") and RSG, Inc. ("Consultant") (together sometimes referred to as "Parties") is approved as of the date executed below.

Effect of Task Order. The terms and conditions of this Task Order are intended by the Parties to modify the Agreement. To the extent there is any inconsistency between the terms of this Task Order and the terms of the Agreement and/or its Appendix, the terms of this Task Order shall control.

Exhibit A – Scope of Work and Budget, hereunto attached, shall read as follows:

Task Order to provide Real Estate "Open Listing" Broker Services in an amount not to exceed \$65,000.

With the exception of the foregoing, all other terms and conditions in the Services Agreement, dated November 20, 2018, remain in force and effect.

The Parties have executed this Task Order to the Agreement as of the date signed by the Authority.

City of Pinole

Contractor

Andrew Murray
City Manager

Suzy Kim
RSG, Inc

Dated: _____

Dated: _____

Approved as to Form

Eric S. Casher
City Attorney

Dated: _____

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PINOLE AND RSG**

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and RSG ("Consultant") (together sometimes referred to as the "Parties") as of November 20, 2018 through November 20, 2022 (the "Effective Date") in Pinole, California.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the November 20, 2018 and shall end on November 20, 2022, and Consultant shall complete the work described in Exhibit A by that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed **TASK ORDER BASED ONLY** for all work set forth in Exhibit A and all reimbursable expenses incurred in performing the work. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
 - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 130 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
 - The Consultant's signature.
- 2.2 **Payment.** City shall make payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 **Final Payment.** City shall pay the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

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

- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule attached hereto as Exhibit A.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A and shall not exceed Five hundred (\$500). Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1. No endorsement shall be attached limiting the coverage.

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

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense) with the exception of errors and omissions insurance.

4.4.5 Additional insured; primary insurance. A certified endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) shall be attached to all policies stating that the City and its officers, employees, agents, and volunteers shall be covered as additional insured's with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

A certified endorsement shall be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

4.4.6 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.7 Subcontractors. Consultant shall include all subcontractors as insured's under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

4.4.8 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
 - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4 Charge Consultant the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are

confidential and will not be released to third parties without prior written consent of both parties.

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

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

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

Initialed by City Attorney's Office

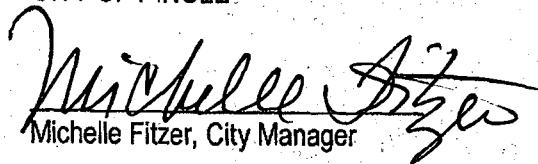
b. In accomplishing the scope of services of this Agreement, Consultant(s) will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant's work product will be presented, either written or orally,

for the purpose of influencing a governmental decision. As a result, the following Consultant(s) shall be subject to the Disclosure Category "1-5" of the City's Conflict of Interest Code:

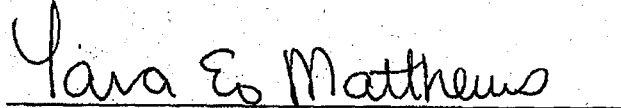
- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by the City Engineer, Tamara Miller, who shall act as the City's representative. All correspondence shall be directed to or through City Engineer, Tamara Miller or his or her designee.
- 10.10 **Notices.** Any written notice to Consultant shall be sent to:
- RSG
TARA MATTHEWS, PRINCIPAL
17872 GILETE AVE., STE. 350
IRVINE, CA 92614
- Any written notice to City shall be sent to:
- Tamara Miller, City Engineer
Department of Development Services
2131 Pear Street
Pinole, CA 94564
- 10.11 **Professional Seal.** Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.12 **Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

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

CITY OF PINOLE


Michelle Fitzer, City Manager

CONSULTANT

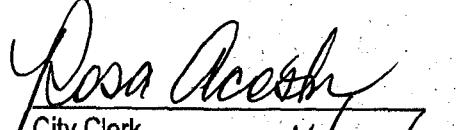

TARA MATTHEWS, PRINCIPAL

DATE:

Consultant's City of Pinole Business

License #: 18-081169

Attest:


City Clerk 11/29/18

Approved as to Form:

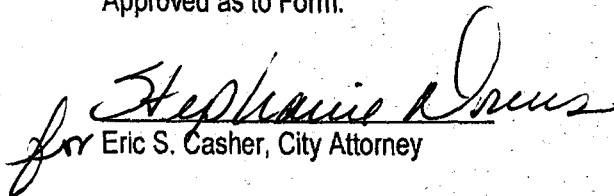

for Eric S. Casher, City Attorney

EXHIBIT A
SCOPE OF SERVICES & BUDGET



17872 GILLETTE AVE.
SUITE 350
IRVINE, CA 92614

714 541 4585
INFO@WEBRSG.COM
WEBRSG.COM

Scope of Work

With the above in mind, we would provide the following services:

1. **Staff Kick-Off and Marketing Strategy.** Meet with City staff to visit sites, review the property disposition process and applicable laws, and identify goals. Discuss the pros and cons of marketing properties as surplus land or not. Consider potential tax revenues and community benefits (i.e. jobs and housing) from viable uses, and explore the feasibility or rezoning for alternative uses to develop a marketing strategy. (*1 in-person or virtual meeting*)

2. **City Council Goal Setting.** Meet with City Council to review the process, goals, and expectations. (*1 in-person or virtual meeting*)

3. **Compile Site Information.** Compile information typically sought by prospective buyers to encourage timely and multiple offers, including but not limited to: environmental assessment reports, preliminary title reports, appraisals, zoning information, etc.

Based on the City's interest, coordinate and obtain quotes for third-party services to obtain preliminary title reports, Phase I environmental studies, and appraisals. These documents provide transparency on potential site issues to buyers.

4. **Property Marketing and Offering Memorandum.** Draft a detailed offering memorandum ("OM") that markets all four properties. The OM will solicit Letters of Interest detailing buyer offers, proposed uses, and contingencies.

Post a digital copy of the OM on CoStar and LoopNet, as well as the City website. Circulate the OM to targeted key owner-users and developers who pursue local projects with uses that match those desired for each property, as well as RSG's developer inventory from other property disposition projects throughout California. RSG suggests at least a 90-day listing period that gives buyers sufficient time to consider each property given evolving market conditions.

Post marketing signage on each property with relevant information (zoning, etc.) and RSG contact information. RSG's fee proposal includes reimbursable costs for listing fees and signage.

5. **Host Site Visits/Provide Access.** Provide access to and host site visits to prospective buyers. This may be in-person or virtual based on social distancing measures to ensure the safety of our staff. Weekly viewing sessions will be held at a set time, which will keep costs down for the City in comparison to giving multiple tours a week. Weekly sessions will be cancelled if no one signs up that week, and RSG will only bill for time spent on the project.

6. **Coordination and Management.** Respond to developer inquiries within one business day. Provide City staff weekly updates of interest and offers during solicitation process.

7. **Offer Summary and Review.** Prepare a summary of all offers received at the end of the listing period and review with City staff. Meet with City Council in closed session to review offers as appropriate. *(2 in-person or virtual meetings)*
8. **Buyer Negotiations and Counters.** Draft counter-offers, as may be appropriate, and negotiate with buyers.
9. **Coordinate and Review Agreements with City Attorney.** Coordinate terms and conditions with City Attorney, who will be responsible for drafting Purchase and Sale Agreements and/or other appropriate agreements with buyers.
10. **Present Agreements for City Council Approval.** Present Purchase and Sale and other applicable agreements to City Council for approval. Includes staff reports and resolutions. *(1 in-person or virtual meeting).*

It is our understanding that City staff will coordinate escrow to close on the properties.

Fee Proposal

RSG estimates a total budget of **\$65,000**, invoiced and payable monthly based on a time and materials. The following table estimates the budget by task:

Consulting Services & Hours	Principal	Sr. Assoc.	Analyst	Subtotal	Reimb.	Total
	\$ 235	\$ 180	\$ 125			
Scope of Services						
1 Kickoff Meeting & Marketing Strategy	5	20	10	\$ 6,025	-	\$ 6,025
2 City Council Goal Setting	5	10	5	\$ 3,600	-	\$ 3,600
3 Compile Site Info	1	5	5	\$ 1,760	-	\$ 1,760
4 Property Marketing and OM	4	20	40	\$ 9,540	2,500	\$12,040
5 Host Site Visits/ Provide Access	-	72	-	\$12,960	-	\$12,960
6 Coordination & Management	8	25	10	\$ 7,630	-	\$ 7,630
7 Offer Summary & Review	8	16	20	\$ 7,260	-	\$ 7,260
8 Buyer Negotiations/Counters	8	12	-	\$ 4,040	-	\$ 4,040
9 Coordinate/Review Agrmts w/ City Att.	4	12	-	\$ 3,100	-	\$ 3,100
10 City Council Approval	8	10	16	\$ 5,680	-	\$ 5,680
Total	51	202	106	\$61,595	\$ 2,500	\$64,095

The fees reflected here would be charged on a not-to-exceed basis, billable monthly based on completed work. Our contract fee schedule is set forth as follows:

Principal/Director	\$ 235
Senior Associate	180
Analyst	125
Reimbursable Expenses	Cost plus 10%



CITY COUNCIL REPORT

7G

DATE: MAY 19, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR / CITY ENGINEER

SUBJECT: ADOPTION OF SEWER SYSTEM MANAGEMENT PLAN 2020

RECOMMENDATION

City staff recommends that the City Council adopt a resolution adopting the Sewer System Management Plan 2020 (SSMP 2020).

BACKGROUND

The City of Pinole owns and operates a sewer collection system, which is comprised of a network of sewer pipes, manholes, and pump stations. Under State regulations, the City Council must adopt a Sewer System Management Plan (SSMP). The SSMP outlines the activities that the City takes to effectively manage its wastewater collection system, and includes the following elements:

1. Organization of the collection system's personnel, including the chain of command and communications;
2. Legal authority for permitting flows into the system, inflow/infiltration control as well as enforcement of proper design, installation and testing standards, and inspection requirements for new and rehabilitated sewers;
3. Operations and maintenance activities to maintain the wastewater collection system;
4. Design and performance provisions;
5. Overflow emergency response plan;
6. Fats, oils and grease (FOG) control program;
7. System evaluation and capacity assurance program;
8. Monitoring, measurement and modifications plans for SSMP program effectiveness;
9. Periodic internal SSMP audits; and
10. Communications program.

The City last adopted a SSMP in 2012. The State requires that the plan be revisited, on a five year cycle, or more frequently if warranted.

REVIEW & ANALYSIS

The SSMP has been updated to reflect changes in personnel and emergency contact information. The SSMP has also been updated to include the Sanitary Sewer Overflow (SSO) Mitigation Measure put into practice to address a recurring issue within the collection system. Upon adoption of the plan, the document will be forwarded to the State of California.

In February 2019, we experienced a significant rain event that resulted in an overflow that prompted the development of the mitigation measures now included in the SSMP. This overflow has illustrated that we have a wet weather capacity issue that needs to be remedied with an improvement to the collection system; either by upsizing the pipe, adequately mitigating upstream inflow and infiltration, and, or a combination of all, installing interconnects with the collection network.

FISCAL IMPACT

There is no fiscal impact of adopting this SSMP. The SSMP reflects the activities that the City is already undertaking to operate the sewer collection system.

ATTACHMENTS

- A Resolution
- B Sewer System Management Plan (2020)

ATTACHMENT A

RESOLUTION NO. 2020-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, ADOPTING THE SEWER SYSTEM MANAGEMENT PLAN (SSMP)

WHEREAS, the State Water Resources Control Board requires local agencies that own and operate sewer collection to prepare a Sewer System Management Plan (SSMP); and

WHEREAS, the State Water Resources Control Board requires that, an SSMP must be adopted by the local agency's governing board; and

WHEREAS, the City of Pinole has an existing SSMP which was adopted by the City Council on April 17, 2012; and

WHEREAS, the State Water Resources Control Board requires local agencies to review and update their SSMP as warranted to reflect changes in operation of the collection system; and

WHEREAS, City staff has revised the City's SSMP to reflect changes in staff responsibilities and emergency contact information, as well as to add documentation of the sanitary sewer overflow mitigation measures put into practice in early 2019.

NOW THEREFORE, BE IT RESOLVED that the Pinole City Council does hereby adopt the City's revised 2020 SSMP.

BE IT FURTHER RESOLVED that the City Council authorizes the City Engineer to make minor modifications to the SSMP as requested by the State Water Resources Control Board.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 19th day of May 2020 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed, and adopted on the 19th day of May, 2020.

Heather Iopu, CMC
City Clerk

**CITY OF PINOLE
SEWER SYSTEM MANAGEMENT PLAN**

**SANITARY SEWER OVERFLOW (SSO)
RESPONSE PLAN**

AND

**PUMPING AND COLLECTION SYSTEM
RELIABILITY IMPROVEMENT
AND MANAGEMENT PLAN**

Revised April 2020

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SSMP GOALS

It has been a long-standing practice in the City of Pinole to provide the public with a sewer collection system that is effective, well maintained, and will serve their needs for future years. We have taken a proactive approach in many phases of maintenance, construction, rehabilitation, and planning to ensure that we meet our ultimate goal of “Keeping the sewage underground”, and flowing unobstructed to our treatment plant facility.

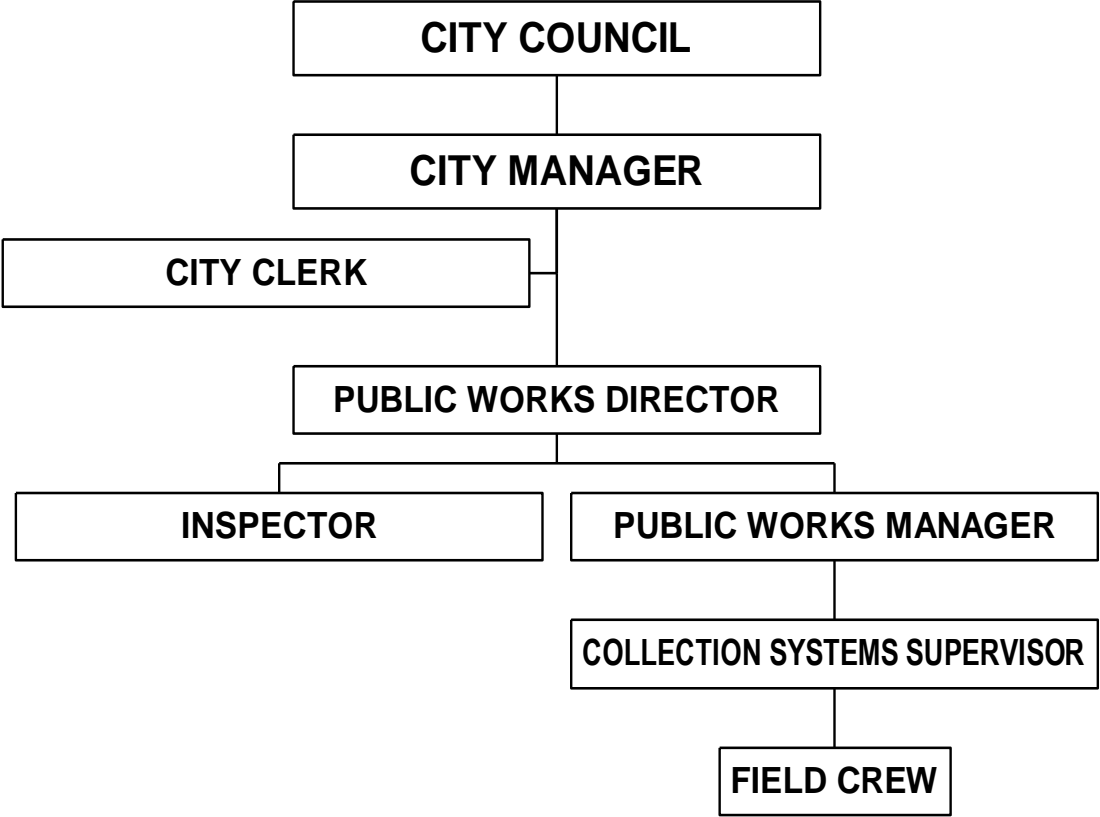
Our goals for the upcoming year(s) is to continue our preventive maintenance schedule along with instituting a Master Plan Study, to better aid us in our efforts to prioritize our rehabilitation, I&I impact, and maintenance needs.

Listed below are the practices we will continue with, as well as the new goals we will be implementing:

- Hydro-flush entire system every four years
- Service “Hot Spots” on a regular schedule
- Perform regular operational checks on Lift stations. Upgrade and repair as needed.
- CCTV Inspection
- Smoke Testing
- Participation in the CWEA certification program
- Regular training in collection system related fields
- Rehab – budgeted from \$200k - \$500k annually for lining, MH repair, general repairs
- SSMP Master Plan Study—Completed June 2008
- Prioritize maintenance and rehab efforts in conjunction with Study

In the course of all of our maintenance functions, crews are instructed to lookout for I&I sources as well as needed repairs. Field crews note any of these deficiencies and turn them in to be logged on the appropriate repair, rehab, or maintenance list.

CITY OF PINOLE SSMP ORGANIZATION CHART



INTRODUCTION

The following sanitary sewer overflow scenarios were developed to address public health and regulatory concerns as the City of Pinole desires to keep the city clean, healthy, and in compliance with sanitary sewer overflow laws.

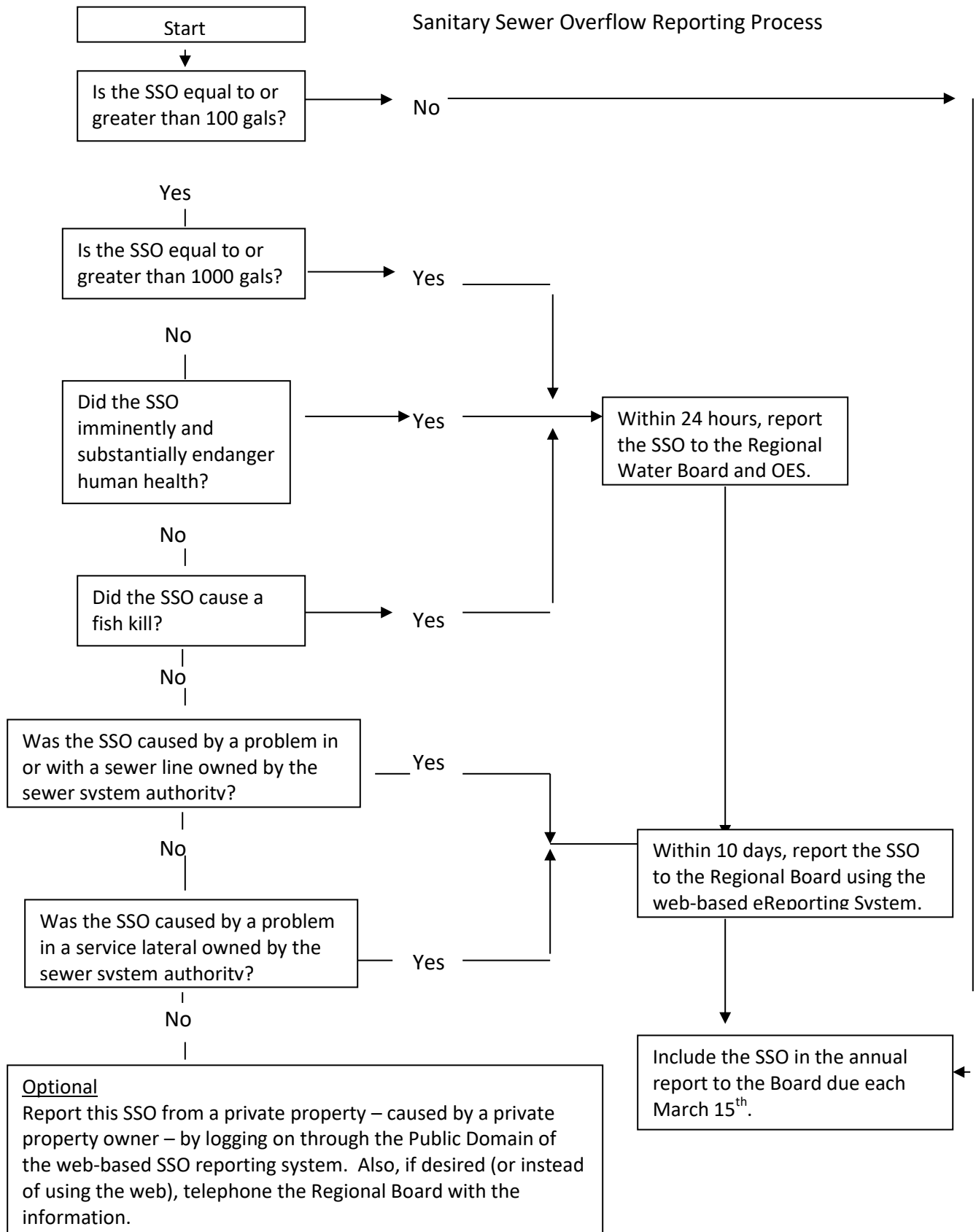
This document will be dynamic in nature and will change and be updated annually, or as necessary, to reflect new changes in the law, personnel, new public health information, unforeseen sanitary sewer overflow scenarios and changes in clean-up containment technologies. It is intended to primarily address emergency sanitary sewer overflows that have public health significance. It is designed to protect public health and the environment by applying a process that will address a broad range of sanitary sewer overflow scenarios.

The objectives are to prevent the discharge of raw or partially treated sewage to any waters and to protect public health by preventing backup of sewage and subsequent discharge to basements, streets, and other public and private property.

PROCEDURES

Flow Chart for Deciding How to Report an SSO

A. What kind of sanitary sewer overflows need to be reported:



B. To whom and when should a sanitary sewer overflow be reported to:

1. Office of Emergency Services (OES) – Report ASAP.

The Office of Emergency Services is responsible for maintaining and implementing the State of California's Emergency Plan. The OES must be notified immediately following any sanitary sewer overflow that enters or will probably enter waters of the State. The OES operator will give you a **sanitary sewer overflow report number** and will notify other state agencies of the sanitary sewer overflow. Their notification list includes California Department of Fish and Game, California Highway Patrol, California Department of Health Services, Caltrans, US Environmental Protection Agency, and US Fish and Wildlife Service.

OES Telephone: (800) 852-7550 or (916) 845-8911
OES Fax for follow up only (916) 262-1677

2. San Francisco Bay Region Water Quality Control Board (RWQCB) or Local RWQCB
Report within 24 hours for spills greater than 1,000 gallons.
Report within (10) Business days for spills greater than 100 gallons.

The RWQCB is part of the California Water Resources Control Board (CWRCB) and it is charged with the protection of all state water resources and with protecting the beneficial uses of those resources. This includes surface waters, ground waters, salt and fresh waters. The CWRCB has the legal authority to abate, through cease and desist orders, any situation that impact or threatens to impact the waters of the State. This includes regulating all sanitary sewer overflows to state waters, pursuing clean up of sanitary sewer overflows, and assuring proper disposal of pollutants. The agency has board powers to enforce standards and prohibitions to protect the waters of state. Damage assessment reports or remedial action plans may be required of the discharger. They have extensive expertise in the area of the impact of sanitary sewer overflows on the environment and the ability to conduct monitoring when required.

RWQCB Telephone: (510) 622-2300 (8 a.m. – 5 p.m.)
(510) 286-1255 – Voicemail)
Fax: (510) 622-2460

SSO eReporting: Log on to:
https://www.r2esmr.net/sso_login2.asp
Username: Pinole, Password: cHAKsX82

In the event that eReporting is not an option, report via phone at (510) 622-2369

3. Contra Costa County Health Department (925) 692-2500...925-383-4945
4. Urban Creeks Council of California– (510) 540-6669/Fax (510) 848-2219
5. Local Agencies and Individuals:
 - a. Contact as situation dictates.
 - b. Report as soon as possible.

Fire Department	(510) 724-8970:	Protect Public Health
Police Department	(510) 724-8950:	Road Block, Traffic Control,
etc.		
Public Works	(510) 724-9010	Close areas such as beach,
parks,		fishing pier, etc.
Water District	(510) 835-3000	Impact on drinking water
		storage or supply.

Contact any local residents who may be impacted.
Contact Supervisor, Manager or Director, as needed.

C. Field Activities:

1. Typical Respondent's role: (Bring Emergency Response Packet on all Calls.)
 - a. Protect public health, environment and property from sanitary sewer overflows and restore area to normalcy as soon as possible.
 - b. Establish perimeters and control zones with cones, barricades, vehicles or terrain.
 - c. Promptly notify agency communication centers of preliminary sanitary sewer overflow information and potential impacts.
 - d. Contain sanitary sewer overflow to the maximum extent possible. Every effort must be made to prevent the sanitary sewer overflow into surface waters.
 - e. Fill out SSO form.

D. Relieving Cause of the Sanitary Sewer Overflow:

1. Relieve the stoppage as soon as possible by use of sewer rodder, hydro-jet or snake (flex).
2. Refer to and follow all safety regulations.
3. Contain the sewage discharged to the maximum extent possible.
4. If sanitary sewer overflow enters the creek, use screen to collect solids.
5. Any sanitary sewer overflows over 10,000 gallons; the discharger should collect receiving water samples up stream and down stream of the sanitary sewer

overflow and have them analyzed for total and fecal coliform. Soil samples may be required in the affected area.

E. Sanitary Sewer Overflow Containment and Recovery:

1. Install air plugs on storm drains whenever appropriate to contain the sanitary sewer overflow.
2. Divert sanitary sewer overflow by building a small berm to change direction of flow to sewer.
3. Divert sanitary sewer overflow by pumping around overflow and return to sewer.
4. Contain sanitary sewer overflow by allowing it to collect in a naturally low area or pump to a storage tank and recover collected sewage as soon as possible.
5. Dike/dam or sand bag sanitary sewer overflow by building a dirt berm to collect the overflow.

F. Clean Up and Disinfection

1. Flush area with tertiary water. The amount of flush water should be at least three times the quantity of the sanitary sewer overflow.
2. If chlorinated water is used for disinfection, the water should be contained and returned to sewer.

G. Sign Posting and Barricading

1. Post **“CONTAMINATED WATER”** signs and block the contaminated area with “yellow caution” tape barricades. Do not remove these until the lab tests are cleared.

H. Sewer Backup Involving Private Property

Standard Operating Procedures (SOP)

Refer to Emergency Response Plan (ERP) for situational procedures.

Emergency Response material should include:

Cell Phone with Camera, Emergency Response Plan with blank forms, EBRICS Radio

- i) **FIRST:** Determine if stoppage is in the City main line. Run line with Hydro or Rodder to ensure partial blockage doesn't exist.

(1) **IF NO:** Inform customer that the problem is in their private line and that a plumber of their choosing should be contacted to fix the problem. Inform Code Enforcement in case follow up by code enforcement is necessary to insure the property is restored to a sanitary operating condition. **END**

(2) **IF YES (in our system):**

Relieve the blockage and backup, call a City staff Supervisor or Manager and then proceed to ask customer if they desire cleanup.

- (a) If the customer desires clean up support from the City, **call E.V. Link @ 1-800-413-2999 or 707-479-1375** (Bruce Burnett), or current primary service provider. Request a cleanup crew be dispatched. Ask for ETA and relay information to customer. If for some reason the primary service provider cannot be reached, refer to **ERP** for alternate restoration companies. **DO NOT ATTEMPT TO CLEAN SEWAGE BACKUP INSIDE THE BUILDING ALONE WITHOUT PRIOR AUTHORIZATION FROM MANAGER.**
- (b) If the customer does not want clean up support, request that the customer sign a "Refusal of Service" form. If customer does not wish to sign this form, fill out form and note that they chose not to sign.
1. Inform customer to:
 - a. Keep pets and inhabitants from walking through spill.
 - b. Put towels or some form of diversion to keep the spill from reaching floor vents and to limit spreading.
 - c. Start making a list of items and areas affected by the spill.
 - d. Contact their insurance company.
 2. Take pictures of affected areas and items.
 3. If relocation to a motel is requested, call from the list in the **ERP** to accommodate. Inform the customer that you can only authorize one nights stay or until the next business day when a City of Pinole representative or a representative from the City's insurance company would contact them.
 4. Do not volunteer or disown City liability. If asked about liability, inform them that the City's insurance representative would determine it.
 5. Always maintain a professional and courteous approach to these matters. Put yourself in the customers' position and understand that this can be a very stressful and aggravating situation. The customer, understandably, may not be very pleasant.
 6. **DO NOT WALK AWAY FROM AN UNRESOLVED SANITARY SEWER OVERFLOW (SSO) THAT HAS THE POTENTIAL FOR IMMEDIATE IMPACT ON PUBLIC HEALTH, SAFETY, OR ENVIRONMENTAL DANGER.**
 7. If there is a discrepancy as to responsibility, and/or no other timely solution to resolving an SSO, we will make every effort to fix the problem. All financial and legal responsibilities will be left to determine at a future time.
 8. For containment and clean up of outdoor spills, refer to **ERP**.
 9. In the event that the customer is without service and chooses not to relocate, we have (2) portable chemical toilets as an option for a short-term solution.

**COLLECTION SYSTEM DEPARTMENT
SANITARY SEWER OVERFLOW
CALCULATION METHOD**

To calculate the amount of gallons in a sanitary sewer overflow, you must determine the volume of the sanitary sewer overflow. If it is a rectangular contained area:

$$V = L \times W \times D \times 7.48 = \text{Gallons}$$

Example: A spill 100' x 100' x 6"
 $100' \times 100' \times .5' \times 7.48 = 37,400/\text{gallons}$

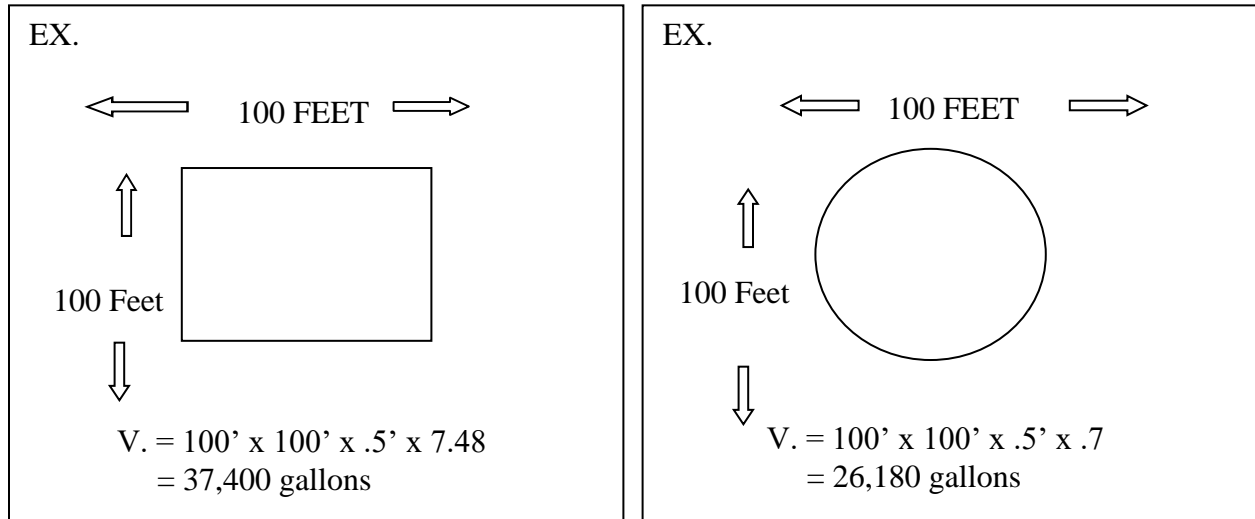
If you are dealing with a sanitary sewer overflow that has been running into a storm drain, you must estimate the gallons by the amount of time of the overflow x the number of connections on the receiving line (200 gallons per household per 24 hours).

Example: If you have a line with 6 houses on it and it has been overflowing for 24 hours:

$$6 \times 200/\text{gallons} = 1,200/\text{gallons}$$

Example: If you have 60 houses on a line that has been overflowing for 1 hour:

$$60 \times 200/\text{gallons divided by 24 hours} = 500/\text{gallons}$$



Example: 6 houses, overflowing for 12 hours at 240 gallons per house

$$\begin{aligned} &240 \text{ gallons, 24 hour} \times 6 \text{ households} \\ &= 720 \text{ gallons per 12 hours} \end{aligned}$$



City of San Diego
Metropolitan Wastewater Department

Reference Sheet for Estimating Sewer Spills from Overflowing Sewer Manholes

All estimates are calculated in gallons per minute (gpm)

Wastewater Collection Division
(619) 654-4160



5 gpm



25 gpm



50 gpm



100 gpm



150 gpm



200 gpm



225 gpm



250 gpm



275 gpm

All photos were taken during a demonstration using metered water from a hydrant in cooperation with the City of San Diego's Water Department.

rev: 4/99

LIFT STATION TROUBLE SHOOTING PROCEDURES

HAZEL STREET STATION (510) 724-9152

A. Pump Not Pumping

1. Trouble shoot control panel and level controller.
2. Put good pump on lead; shut off power to lock out down pump.
3. Visually inspect down pump – check power.
4. Back flush if possible –
 - a. If down pump starts, open check valve, hold open.
 - b. Alternate back flush working pump to relieve pressure on down pump and check valve.
5. Close all inflow and outflow valves on down pump; drain pump with ball valve – pull inspection plate.
6. Pull pump.
7. Open inspection plate on check valve.
8. If suction line is plugged before the valve, pump wet well down.
9. When pump has been down for a good length of time (4 or more hours), back flush before starting.
10. Bleed (air) before restarting.

B. Both Pumps Running, But Not Pumping

1. Trouble shoot control panel and level controller.
2. Physically check wet well.
3. Bleed Air
4. Refer to “plugged pump” procedure.

A. Pumps Not Running

1. Check power at pole.
2. Check breakers downstairs.
3. Set up generator power.

B. No Power At Pole

1. Notify P.G.&E. (800) 743-5000
2. Visually inspect pole, lines and fuses.
3. Set up generator power.

C. Backup at Station or Nearby Manhole

1. Make sure station is in working order (see A through D).
2. Check up stream manholes for blockage.
3. Unplug blockage.
4. Clean up standing water and waste material.

F. Forced Main Blockage

1. Inspect manhole at end of forced main.
2. Inspect street for sinkholes.
3. Use gas pump for pumping above ground to gravity feed manhole (refer to diagrams on next page for pumping route) or to portable storage tank trailer.

SAN PABLO AVENUE LIFT STATION (510) 724-0522

A. Back up at Station or Nearby Manhole

1. Make sure station is in working order (See B through F).
2. Check upstream manholes for blockage.
3. Unplug blockage.
4. Clean up standing water and waste material.

B. Pump Not Pumping

1. Trouble shoot control panel and level controller.
2. Put good pump in lead, lock power out to down pump.
3. Pump well down.
4. Visually inspect pumps.
5. Pull pump from well.
6. Open pump housing, inspect and clean.

C. Both Pumps Not Running

1. Trouble shoot control panel and level controller.
2. Check power at pole.
3. Check motor operation.

D. Pumps Running But Still Overflowing

1. Trouble shoot control panel and level controller.
2. Check force main manhole.
3. Check up line (inflow) manholes.
4. Check to see if pumps are plugged.

E. Forced Main Broke or Plugged

1. Bypass force main to Patrick Drive manhole or to San Pablo Avenue at Foster Freeze with portable submerging pump or 6" gas pump (refer to diagrams on next page for pumping route) or pump to portable storage tank trailer (Rain for Rent has 21,000 gallon storage tanks).

F. Power Outage

1. Set up generator power

CAUSE/RESPONSE

A. **Sewer Overflow** – Manhole running over – can't unplug blockage.

1. Pump to nearest downstream manhole with submersible pump, hose and generator power or to portable storage tank trailer.

B. **Sink Hole Sewage Overflow**

1. Pump to nearest downstream manhole.
2. Use storm drain system to route sewage to nearest sewer system access or to portable storage tank trailer.
3. If sanitary sewer overflow enters creek, use screen to collect solids.

C. **Lateral Plugged in Street – Unable to Clean**

1. Divert overflow to nearest accessible clean out (if neighbors give permission).
2. Divert overflow to nearest downstream manhole.
3. Dig hole and use submersible pump if necessary.
4. Clean up standing water and waste material.
5. If sanitary sewer overflow enters creek, use screen to collect solids.
6. Take samples upstream and downstream.

D. **SSO Mitigation Plan for Pinon**

1. Watch CCCFlood Control Website for weather projections
2. Deploy Rental Equipment to designated location
 - a. Pumps, hose, and tanks
3. Enter into agreements with contract haulers
 - a. Place on standby for days of projected overflows
4. Develop staff schedule to monitor equipment when I/I is predicted to be higher than system can handle. Confer with City Engineer for assistance with flow volume projections or WPCP Manager for Wet Weather Flow at treatment plant.
 - a. Oversee actual implementation of SSO Mitigation
5. Clean and remove equipment at the end of the rainy season

**E. PUMPING AND COLLECTION SYSTEM
RELIABILITY IMPROVEMENT AND MANAGEMENT PLAN**

Annual Management Plan For Sewer Collection System

1. Use available funding (request approximately \$350,000 annually) for rehab projects to mitigate I&I and system integrity to include:
 - a. Mainline replacement or lining
 - b. Manhole lining or grout seal
 - c. Pipe bursting to upgrade size and/or integrity of mainline
 - d. Rerouting of lines
 - e. Make immediate repairs as needed
 - f. Lift station upgrades
2. Bi-weekly operations checks on lift stations. Scheduled maintenance and repairs as needed.
3. Quarterly training on emergency by-pass pumping and generator power at lift stations.
4. Preventive Maintenance to include:
 - a. Flush entire system on an 18-month schedule
 - b. Service "Hot Spots" bi-annually or as needed
 - c. Service areas with mechanical rodder where needed
 - d. Note faults in system for repairs
5. Inspections to include:
 - a. Smoke Testing
 - b. Video inspections
 - c. Note faults in system for repairs
6. Annual maintenance on easement paths for access
7. Incorporate all information of rehab into GIS
8. Training to include:
 - a. Various related seminars
 - b. In-house training
 - c. CWEA certification program available

The City of Pinole is approximately five square miles with 46.5 miles of underground wastewater piping, which ranges from 6" to 30" in size. There are 1,492 manhole structures and the deepest manhole is 22 feet. The cleaning equipment includes:

1. (1) Hydro Machine
2. (1) Rodding Machine
3. (1) Hydro Vactor Machine
4. (2) Electric Snakes (flexible)
5. (1) Small and Mid-Size Camera Unit
6. (1) Track Camera System
7. (1) 2" Sump Pump
8. (1) 6" Gas Driven Pump
9. (1) 1.5 KV Diesel Trailer Mounted Generator
10. (1) 115 Volt Recessed Impeller 132 GPM

Pumping Stations:

Hazel Avenue Station – This dry-well station has two 20 H.P. motors at 1750 RPM, with a capability of 300 gallons per minute and a 6" x 1,000' long forced main. The force main is also plumbed for above ground pumping. Block #50 Exempt (Rolling Blackouts)----WWCAP 334cf = 2,500 gallons.

San Pablo Avenue Station – This above ground control station has two 10 H.P. FLYGHT submerged motors with a capability of 500 gallons per minute and a 6" x 635' long forced main. The force main is also plumbed for above ground pumping. Block #10----WWCAP 367cf = 2,750 gallons.

Confidential Employee Roster

Public Works Cellular Phones

Public Works Superintendent, Joe Bingaman (510) 672-1053
Public Works Sewer Division, Pat Bowie (510) 418-6810
Public Works, Streets/Parks, Rob Ouellette (510) 418-6811
Public Works Director, Tamara Miller (510) 672-5670
City Manager,

Public Works/W.P.C.P. Pager Numbers

Public Works Primary Pager (510) 810-3860
Public Works Secondary Pager (510) 810-3863
Public Works Weekend Pager (510) 729-3685
San Pablo Avenue Lift Station (510) 724-0522
Hazel Street Lift Station (510) 724-9152
WPCP After Hours Pager (510) 361-2108

Employees By Department

Public Works:

Miller, Tamara			
Anderson, John			
Bingaman, Joe			
Bowie, Patrick			
Jones, Matt			
Castro, Faustino (Junior)			
Denis, Brian			
Bull, Nate			
Wilson, Tony			
Ouelette, Robert			
Jordon,			
Walker, Robert			

**City of Pinole
Homeowners Associations**

January 2005

Association Name	Location	Property Manager's Name, Address, Phone, Contact	President's Name, Address, Phone
Appian Way Townhomes	Dalessi Lane	Collins Management 3220 Blume Drive, Ste. 154 Richmond, CA 94806 (510) 262-1795 Fax: (510) 262-1797	Denise Witcher 1828 Dalessi Lane Pinole, CA 94564 (510) 222-2346
Bayview Vista	Lopes Lane & Court	Bayview Vista HOA Board of Directors 517 Lopes Ct., Pinole, CA 94564 (510) 724-2907	Mario Falcao 517 Lopes Court Pinole, CA 94564 (510) 724-2907
East Bluff	Ridgecrest Rd. (1361-1383) Marionola Way (1200-1260) Tesoro Court (1800-1890) Buckeye Court (1501-1555)	East Bluff HOA 1251 Marionola Way Pinole, CA 94564 (510) 724-6840 Fax: (510) 724-1156	East Bluff HOA Barbara Skidmore 1251 Marionola Way Pinole, CA 94564 (510) 724-6840
East Bluff II	Henry/Ridgecrest (1300-1302) Lewis Lane	Homeowners Association	Bob Hennessey 1302 Ridgecrest Road Pinole, CA 94564 (510) 724-5844
Harbor Cove	Carlotta Circle Curry Place	Collins Management Attn: Paul Collins 3220 Blume Drive, Ste. 154 Richmond, CA 94806 (510) 262-1795	
Harbour Pointe I	Wildrose Circle	City Scape Attn: Robert Simms 3450 3 rd Street, Suite 1A San Francisco, CA 94124 (415) 401-2053/Fax: (415) 487-9961	Cynthia Singh 388 Wildrose Circle Pinole, CA 94564 (510) 741-1558
Harbour Pointe II	Dohrmann Lane		Roberta Kuhlman 532 Dohrmann Lane Pinole, CA 94564 (510) 724-7391
On the Hill Townhomes (Willow Oak)	Henry Avenue (2000-2120) Blue Oak Oak Hollow Oak Court Red Oak Oak Hill Silver Oak	Ed Szaky 3379 Mildred Lane Lafayette, CA 94549 (925) 284-7730	Ed Szaky 3379 Mildred Lane Lafayette, CA 94549 (925) 284-7730
Pinole Crest Gardens	Estates Avenue		Don Bitner 2920 Estates Avenue, #6 Pinole, CA 94564 (510) 758-5606
Pinole Grove Housing	800 John Street	Edward Stohsner, Property Manager (510) 741-1900 800 John Street	

		Pinole, CA 94564	
Pinole Ridge	Canyon Drive Foothill Avenue Greenfield Circle	City Scape Attn: Robert Simms 3450 3 rd Street, Ste. 1A San Francisco, CA 94124 (415) 487-9953	Steve Tietgen 1859 Canyon Drive Pinole, CA 94564 (510) 724-1961
Pinole Ridge IV (Heritage Series)	Alta Mirano Bernardo Ct. Francisca Ignacio Ct. Oak Ridge Rd.	LLW Properties Attn: E.G. "Doc" Waslohn 1652 West Texas Street Fairfield, CA 94533 (707) 428-0490 x3011	Fernando Ronquillo 1036 Francisca Court Pinole, CA 94564 (510) 724-2736
Pinole Shores Association I	Blackberry Lane (400-418) Del Monte Drive (301-327) Dorhmann Lane (400-455) Live Oak Lane (700-734) Wildrose Circle (300-315)	Collins Management Attn: Paul Collins 3220 Blume Drive, Ste. 154 Richmond, CA 94806 (510) 262-1795	Lorene Scalora 706 Live Oak Lane Pinole, CA 94564 (510) 741-7470
Pinole Station	Alamo St. Barrett Ct. Christian Ct. Curran Ct. Dean Ct. Enlow Ct. Faria Ct. Garrity Ct. Holliday Ct. Ponderosa Trail	Pinole Station HOA C/o Noble Community Management 875-A Island Drive, #299 Alameda, CA 94502	Roberto Montenegro 2464 Hill View Lane Pinole, CA 94564 (510) 669-0115
Primrose Terrace	Primrose Terrace	Primrose Terrace HOA Attn: Michael Ireland P.O. Box 1048 Groveland, CA 95321- 1048 (510) 799-6826	Rodney Warren, President 638 Primrose Terrace Ronald Sebring, Vice-President 617 Primrose Terrace Pinole, CA 94564 (510) 741-7437
Pinole Valley Townhomes	Estates Avenue Ramona Street	Property Innovations Attn: Mary Ann Puppo 2817 Crow Canyon Road., Ste. 201B San Ramon, CA 94583 (925) 820-7562/Fax: (925) 820-0759	Maria Bartlow 2960 Estates Avenue Pinole, CA 94564 (510) 222-7521
Sunnyview Court HOA	Sunnyview Drive Woy Circle	Ernie Revecho 113 Woy Circle Pinole, CA 94564 (510) 741-7891/Fax: (510) 741-7745	Ernie Revecho 113 Woy Circle, Pinole 94564 (510) 741-7891 Fax: (510) 741-7745
Willowbrook Condominiums	Dursey Drive	Powar Management Attn: Mark Cherrington, Manager 68 Mitchell Blvd., Ste. 100 San Rafael, CA 94903 (415) 491-8930	Robert Ray 201 Dursey Drive Pinole, CA 94564 Res: (510) 741-8101 Bus: (415) 476-7470

Emergency Phone Listing

In case of SEWAGE spill exceeding 1,000 gallons, refer to first 2 pages of this book.

In case of Chemical spill or Hazmat problem call Pinole dispatch at ext. 953.

Governmental

Cal Dept of Transportation	(510) 286-6359	(Appian/Tara Hills & Appian/ Fitzgerald Traffic Signals)
California Highway Patrol Communications Ctr)	(925) 646-4980	(707) 551-4200 Option 3 –
Cal OSHA	(925) 602-6517	
City of Hercules	(510) 799-8200	
City of Hercules/Glen/PW	(510) 812-5366	
City of Hercules/Jeff/PW (Cell)	(510) 812-4630	
CCC Flood Control	(925) 313-2270	Mon. – Thurs 6:30 a.m. to 5:00 p.m.
CCC Flood Control/Maint. Div.	(925) 313-7000	
CCC Health Dept	(925) 646-5225	
CCC Public Works/Maint. Div.	(925) 313-7000	
CCC Sheriff	(925) 646-2441	
CCC Signal Maintenance	(925) 313-7052	(925) 313-7054 (Pager Traffic Signals)
East Bay Regional Parks	(510) 544-3010 or	(510) 237-6896 (John Hitchen)

Media (Newspaper)

San Francisco Chronicle	(415) 777-1111
West County Times	(510) 262-2787

Television

KGO - 7	(415) 954-7777
KPIX - 5	(415) 362-5550
KRON - 4	(415) 561-8000
KTVU - 2	(415) 834-1212

Medical

Concentra Medical Center	(510) 222-8000	(Monday - Friday only)
Kaiser Hospital (Martinez)	(925) 372-1999	
Kaiser Hospital (Richmond)	(510) 307-1500	
Kaiser Hospital (Vallejo)	(707) 651-1000	

Pipeline Companies

Chevron Pipelines	(800) 762-3404
Kinder Morgan Pipelines	(510) 233-2027
Tosco/Konoco/Phillips Pipelines	(800) 448-7676

Transportation

AC Transit	(510) 817-1717
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BART	(510) 464-6725	
West Cat	(510) 724-7993	
BNSF	(800) 832-5452	*(909) 386-4217 (Emergency Service Interrupt)
Union Pacific Railroad	(510) 891-7510	(800) 892-1283

Utilities

EBMUD (Maintenance Yard)	(510) 222-7976	(510) 835-3000 – Main # After Hours)
Pacific Bell	611	
Pacific Gas & Electric	(800) 743-5000	
Underground Service Alert	(800) 227-2600	
West County Waste Water District	(510) 222-6700	(510) 222-6799 (After Hours)

Contractors

Andre's Mechanical & General Eng	(925) 323-1871	(Hercules Lift Stations)
Bill's Underground	(510) 719-1739	Cell# (510) 932-1736
Ernies Plumbing	(510) 758-1900	Cell# (510) 207-0825
Pacific Pipelines	(707) 689-3357	
Roto Rooter	(925) 939-3100	

Equipment Rental

Bay Area Barricade	(925) 686-1089	
Cresco	(925) 228-9811	
Hertz Equipment	(510) 307-4444	
Rain for Rent (24 Hr)	(510) 458-0200	(21,000 gals delivered in 24 hrs)
United Rentals	(510) 562-3000	
D.P. Nicoli	(800) 695-5007	Shoring

Sewer & Storm Drain Supplies

Central Precast Concrete Inc.	(925) 462-6802
D & L Supply	(800) 422-0848
Phoenix Iron Works	(510) 465-9900
Weco	(707) 644-6661

Sewer Clean-up & Drying

E.V. Link (Bruce Barnett)	(800) 413-2999 or (707) 479-1375
Cure – Water Damage Restoration	(925) 299-8706 (800) 470-2873 Cell: (925) 437-3113
Ideal Restoration	(800) 379-6881

Towing

AAA Towing	(800) 222-4357
Freeman Towing	(510) 233-0878
J & O Tire	(510) 237-6344
S & S Towing	(510) 232-8000

City of Pinole

Warning

Raw Sanitary Sewer Overflow--Area Closed--No Entry

CONTAMINATED WATER
DO NOT DIGEST, WADE, SWIM, FISH
OR
COME IN CONTACT

PLEASE KEEP CHILDREN
AND
PETS OUT OF THE AREA.

QUESTIONS CONCERNING
EXPOSURE, POSTING AND CLEAN-UP
SHOULD BE DIRECTED TO:

Public Works Department during business hours at
(510) 724-9010.



PINOLE CALIFOR

Public Works Department

2131 Pear Street
Pinole, CA 94564

Phone (510) 724-8949
Fax (510) 741-3863



Refusal of Service

To: Resident/Owner
@ _____

From: Public Works Department

Subject: Refusal of Property/Home Clean-up Due To Sewage
Back-up (or other cause).

Explain: _____

Date: _____ Time: _____

Homeowner or Resident

Signature: _____

Printed Name: _____

The above acknowledges that clean-up services were offered, but were
refused.

Public Works Attendant: _____



CITY COUNCIL REPORT

7H

DATE: MAY 19, 2020

TO: MAYOR AND COUNCIL MEMBERS

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

**SUBJECT: ADOPT A RESOLUTION APPROVING THE CITY OF PINOLE'S
TITLE VI PROGRAM**

RECOMMENDATION

It is recommended that the Council adopt a resolution (Attachment A) approving the adoption of a Title VI Program in the City of Pinole.

BACKGROUND

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. It is the City's desire to ensure its services are accessible to its citizens.

Funding for the San Pablo Avenue Bridge Replacement Project received from the State includes federal funding. The U.S. Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 49 U.S.C. Chapter 53 requires the adoption of a Title VI program pursuant to the Federal Transit Administration (FTA) Circular (FTA C) 47021.B, dated October 1, 2012.

The FTA, as condition of its grants, requires that recipients have a Title VI Program adopted by its governing body every three years. In order to comply with the federal funding requirements, the City must have a Title VI program adopted by the City Council. City staff has created a Title VI program (Attachment B) in accordance with FTA Circular 4702.1 B, dated October 1, 2012. The program will require the City to ensure that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any of its programs, activities, or services on the basis of race, color, or national origin

REVIEW AND ANALYSIS

In order to maintain funding eligibility, the City must submit a resolution of the City Council adopting its Title VI Program for the next three years.

Staff has prepared a Title VI Program in accordance with FTA Circular 4702.1 B, dated October 1, 2012. The Title VI Program provides the City's commitment to ensuring that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any of its programs, activities, or services on the basis of race, color, or national origin. Specifically, the Title VI Program includes the following contents:

- Title VI complaint filing procedures and forms;
- Designation of a Title VI Coordinator;
- Efforts to ensure compliance with the Title VI requirements; and
- A Limited English Proficiency (LEP) Plan to ensure meaningful access to programs and activities by persons with limited English proficiency.

FISCAL IMPACT

There is no fiscal impact for adopting the City's Title VI Program. Compliance in the program will become an integral part of the City's overall project management.

ATTACHMENTS

- A. Resolution
- B. Title VI Program

RESOLUTION NO. 2020-xx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE,
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING THE CITY OF
PINOLE'S TITLE VI PROGRAM**

WHEREAS, Title VI of the Civil Rights Act of 1964 (Title VI) states the following: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance"; and

WHEREAS, the Federal Transit Administration (FTA), as a condition of its grants, requires that grant recipients have an adopted Title VI program every three years; and

WHEREAS, staff has prepared a Title VI Program in accordance with FTA Circular 4702.1B, dated October 1, 2012; and

WHEREAS, the City is committed to ensuring that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any of its programs, activities, or services on the basis of race, color, or national origin.

NOW THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Pinole does hereby approve the City's Title VI Program.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 19th day of May 2020, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

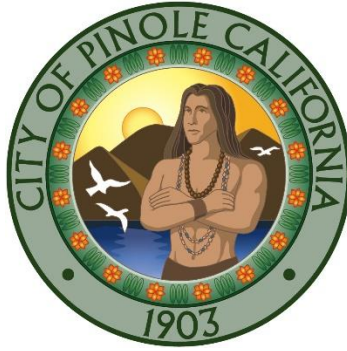
ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed, and adopted on the 19th day of May 2020.

Heather Iopu, CMC
City Clerk

ATTACHMENT B



CITY OF PINOLE

PUBLIC WORKS DEPARTMENT

TITLE VI PLAN

JUNE 2020

Tamara Miller, P.E.

Development Services Director/Public Works Director

City of Pinole
Department of Public Works
2131 Pear Street
Pinole, CA 94564

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I. INTRODUCTION

As a recipient of federal funds, the City of Pinole's Department of Public Works (Department) (hereinafter referred to as "Department") is required to comply with Title VI of the Civil Rights Act of 1964 and ensure that services and benefits are provided on a nondiscriminatory basis. The Department has in place a Title VI Complaint Procedure, which outlines a process for local disposition of Title VI complaints and is consistent with the guidelines found in the Federal Transit Administration Circular 4702.1B, dated October 1, 2012.

Title VI states that:

"No person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, religion, sexual orientation, or gender identity be excluded from participation in, be denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance."

The Department is committed to complying with Title VI requirements for all programs and services delivered to the public. Furthermore, the Department expects every manager, supervisor, employee, and vendor and contractor sub-recipient of federal aid funds administered by the City of Pinole's Department of Public Works to be aware of and apply the intent of Title VI of the Civil Rights Act of 1964 in performing assigned duties.

The Federal Highway Administration (FHWA) and Federal Transportation Authority (FTA) requires recipients of federal-aid highway funds and public transportation funds to prepare and implement a program to clarify roles, responsibilities and procedures established to ensure compliance with Title VI of the Civil Rights Act of 1964.

The Department's Title VI Program (Program) focuses on fair and equitable access by the public and provides policy direction necessary to ensure compliance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination statutes.

The Program includes a general overview of how the Department will:

- Handle a Title VI Complaint
- Engage public participation
- Provide services to Limited English Proficiency populations
- Train employees and managers in recognizing Title VI situations

II. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND RELATED AUTHORITIES

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance (implementation through 23 CFR 200.9 and 49 CFR 21).

Section 162(a) of the Federal-Aid Highway Act of 1973 (Section 324, Title 23 U.S.C.) added the requirement that there be no discrimination on the grounds of sex.

Section 504 of the Rehabilitation Act of 1973 provides nondiscrimination under Federal grants and programs

The Age Discrimination Act of 1975 (Section 6101-6107, Title 42 U.S.C.) prohibits discrimination in federally assisted programs.

The Civil Rights Restoration Act of 1987, P.L. 100-209 – provides clarification of the original intent of Congress in Title VI of the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973. (It restores the broad, institution-wide scope and coverage of the non-discrimination statutes to include **all** programs and activities of federal-aid related, sub-recipients and contractors, whether such programs and activities are federally assisted or not.

Additional Authorities and Citations Include:

Title VI of the Civil Rights Act of 1964: 42 USC 2000d to 2000d-4; 42 USC 460 to 4655; 23 USC109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28 CFR 50.3; EO 13166.

III. ORGANIZATION, STAFFING, AND RESPONSIBILITIES

Title VI Coordinator

The Title VI Coordinator is responsible for the overall Title VI program implementation and performs the lead and participatory role in the development and implementation of Title VI program compliance.

The Department has identified the position of Senior Project Manager to perform the duties of the Title VI Coordinator. The position is located within the Public Works Administration & Engineering division of the Public Works Department. The Senior Project Manager is:

Misha Kaur
Senior Project Manager
Title VI Coordinator
510-724-9839
mkaur@ci.pinole.ca.us

The Senior Project Manager provides guidance and technical assistance on Title VI matters and has overall program responsibility for preparing required reports regarding Title VI compliance and initiating monitoring activities including developing procedures. This Senior Project Manager is appointed by and reports directly to the Director of Public Works and responsibilities include:

- Preparing a Title VI plan and annual report on the agency's behalf;

- Processing, recording, and disseminating Title VI complaints received by the Department;
- Developing procedures for the prompt processing and disposition of complaints;
- Developing procedures for the collection and analysis of statistical data;
- Developing a program to conduct Title VI reviews of program areas;
- Conducting annual Title VI assessments of pertinent program areas;
- Developing Title VI information for dissemination;
- Establishing procedures for resolving deficiency status and reducing to writing the remedial action agreed to be necessary.

IV. DESIGNATION OF TITLE VI COORDINATOR

In complying with the Title VI of the Civil Rights Act of 1964, and other federal mandates, I hereby designate the Senior Project Manager as the Public Works Department Title VI Coordinator.

 Tamara Miller, P.E.
 Director of Public Works

 Date

V. FEDERAL-AID TITLE VI IMPLEMENTATION

1. Public Participation/Outreach Activities

The intent of the public participation is to help ensure that the citizens of Pinole are kept informed and involved in Department's various programs, projects and activities. The Department is committed to ensuring it serves the citizens in the City of Pinole by delivering efficiency, responsive and cost-effective public works services that protect and enhance the safety, health, and quality of life in the City of Pinole. The Department values public participation and encourages involvement by the community.

Following are the outreach strategies that will be implemented by the Department in an effort to reach the citizens of the City of Pinole and provide equal access to up-to-date information and promote an active channel of communication.

- a) The Department will develop and publish a "Notice of Rights" that as a recipient of federal-aid funds the federal-aid programs are equal opportunity programs and indicating that federal law prohibits discrimination. Attachment A.
- b) The Department will disseminate Title VI information and related statutes to the general public and, where appropriate, in languages other than English stating that the Department administers programs subject to the non-discrimination requirements of Title VI, summarizing those requirements, noting the availability of Title VI information from the City and state and federal agencies, stating persons' rights under the laws, and briefly explaining the procedures for filing complaints. The Department will develop and publish a Title VI brochure to provide the public with this Title VI information. The brochure will also be

translated into Spanish, and Tagalog. This brochure will be offered for distribution to the general public and other parties or individuals participating in or otherwise benefitting from federal aid programs. The brochure will be available in mediums other than the written word upon request, and the brochure will be periodically reviewed, and revisions will be made as appropriate. Where feasible, the brochure and other materials relevant to this Title VI program will be prominently displayed. The Department will also include information on Title VI requirements, complaint procedures and the rights of beneficiaries in handbooks, manuals, pamphlets, and other material which are ordinarily distributed to the public to describe the federal aid programs and the requirements for participation by recipients and beneficiaries.

- c) Where a significant number or proportion of the population eligible to be served or likely to be directed affected by a federal aid program needs service or information in a language other than English in order to be effectively informed or to participate in the program, the Department shall take reasonable steps to provide information in appropriate languages to such persons.
- d) A Department of Public Works Civil Rights Title VI Program webpage will be developed containing this Title VI federal-aid Program and other information and publications regarding Title VI and related statutes. The web page will be accessible to all Department employees and the public via internet.
- e) Site and facility location – The Department shall not make a selection of a site or location of a facility for participants in and beneficiaries of the Department's federal aid programs if that selection could exclude individuals from participation in, to deny them the benefits of, or to subject them to discrimination on the grounds of race, color, and national origin or could substantially impair the accomplishment of the objectives of non-discrimination on the aforesaid grounds.
- f) Upon request from persons served by or participating in federal-aid programs administered by the Department, the Department will provide sign language interpreters and make information available to the public in alternate formats, such as Braille. The following language (or a version of) will be incorporated into all public participation/outreach materials:

Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, language interpreters, or other reasonable accommodations by contacting our Senior Project Manager at (510) 724-9839, from 7:30 am – 5 pm, Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability.

2. Department Programmatic Activities

a) Limited English Proficiency Program

In accordance with the Executive Order 13166 ("Improving Access to Services For Persons with Limited English Proficiency"), the Department will develop an evaluation and implementation program to ensure that Limited English Proficiency (LEP) persons who are served by federal-aid programs administered by the Department are provided, free of charge, meaningful access to programs, services, and information to without unduly burdening the fundamental mission of the Department. Specifically, the LEP program will address language barriers that could prevent LEP persons from obtaining services and information relating to services, programs, and projects.

For federal-aid programs administered by the Department, the Department will conduct an LEP Needs Assessment using the four-factor analysis recommended by United States Department of Transportation to identify reasonable steps to ensure meaningful access to its programs and activities by Limited English Proficiency (LEP) persons in accordance with the guidance described in Attachment B.

b) Environmental Justice in Minority and Low-Income Populations

In accordance with Executive Order 12898 ("Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations") the Department will develop strategies to address disproportionately high and adverse human health or environmental effects on minority and low-income populations, to promote nondiscrimination in Federal-aid programs substantially affecting human health and the environment, and to provide minority and low-income communities access to public information and an opportunity for public participation in matters relating to human health or the environment.

c) Site and Facility Location

The Department shall not make a selection of a site or location of a facility for participants in and beneficiaries of the Department's federal aid programs if that selection could exclude individuals from participation in, to deny them the benefits of, or subject them to discrimination on the grounds of race, color and national origin or could substantially impair the accomplishment of the objectives of nondiscrimination on the aforesaid grounds.

d) Data Collection

The Department will gather, analyze and maintain statistical data on race, color and national origin of participants in and beneficiaries of the Department's federal-aid programs to determine the investment benefits and burdens to the eligible population, including minority and low-income populations. Data gathering procedures will be reviewed regularly to ensure sufficiency of the data administration. The Department will regularly analyze and evaluate the data collected and data-collecting procedures to determine the effectiveness of outreach methods in meeting requirements of the Title VI Program to ensure no group is excluded during the decision-making process or is not given an opportunity to voice their opinions or concerns. The Title VI Coordinator will collect annual data on DBE goals, LEP encounters and requests, discrimination

complaints, and construction contract oversight and verification of Title VI compliance.

e) Complaint Process

The Department will ensure that no employee or agent of the Department shall intimidate, retaliate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege to file a complaint, or because an individual has made or participated in a complaint. If any individual believes that s/he or any other federal aid program beneficiaries have been subjected to unequal treatment or discrimination on the grounds of race, color or national origin, s/he may exercise their right to file a complaint with the Department.

All complaints received by the Department will be forwarded to Caltrans to be submitted to the Federal Highway Administration (FHWA) Division Office. Complaints received by the Department will be sent within one business day of receipt via email to Title.VI@dot.ca.gov.

The Department's Discrimination Complaint Procedure and Complaint forms are available online at www.ci.pinole.ca.us/government_services/public_works

A Spanish version of the Complaint Procedure and Complaint Form can be made available upon request. Requests should be made to the Department's Title VI Coordinator. The Complaint Process and the Complaint Form is outlined in Attachment C.

f) Training

The Department will provide training every two years on Title VI and its related statutes, including the Executive Order on Limited English Proficiency, for managers, supervisors, and staff, especially those with frequent public interaction in the administration of federal-aid programs.

g) Title VI Construction Contract Provisions

The Department shall include the provisions indicated in Appendix A of Exhibit B of the "Administering Agency-State Agreement for Federal-Aid Projects Master Agreement" of the Local Assistance Program Manual (LAPM) in contacts and agreements, where applicable, between the Department and contractors.

Federal-aid construction contracts must include provisions, which require compliance with Title VI. The specific contract provision language is included in the Federal Highway Administration (FHWA) Form 1273 that is physically inserted in the federal-aid construction contract (See Chapter 12, "Plans, Specifications and Estimate", of the LAPM).

The "Local Agency Construction Contract Administrative Checklist" (Exhibit 15-A of the LAPM) confirms that DBE and labor/EEO compliance requirements are performed and documented in project files. Exhibit 15-A of the LAPM documents that the local agency will meet all of the requirements prior to the award of the construction contract (See Chapter 15, "Advertise and Award Project", of the LAPM).

The "Resident's Engineer's Construction Contract Administration Checklist" (Exhibit 15-B of the LAPM) is completed by the local agency Resident Engineer. The purpose of this checklist is to assist the local agencies in administering federal-aid highway construction projects. It also provides a record that the EEO/Wage Rate/False Statements posters are being posted at specific locations, that employee interviews will be conducted in accordance with the Labor Compliance/EEO interview form, and that DBE requirements are met. The local agency submits Exhibit 15-B, along with the Award Package, shortly after award of the construction contract (See Chapter 15, "Advertise and Award Project", of the LAPM).

h) Consultant Procurement

The Director of Public Works is responsible for recommending consultant firms to the City Council for final selection, negotiation, and award. Title VI language is incorporated in Public Works' consultant contracts.

Department contracts contain the following language regarding Compliance and Civil Rights Laws:

Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(17), to the end that no person shall, on the grounds of race, color, and national origin, be excluded from participation in, be denied the benefits or, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

i) Program Assessment and Remedial Action

The Department will conduct periodic Title VI self-assessment of its programs and activities for compliance. Where applicable, revise policies, procedures and directives to include Title VI requirements.

When irregularities occur in the administration of Title VI programs, corrective action will be taken to resolve identified Title VI issues. Swift action will be taken to correct any deficiencies found by the Department, Caltrans, or the Federal Highway Administration (FHWA), not to exceed 90 days, in order to implement Title VI compliance in accordance with this plan.

The Department will periodically conduct Title VI compliance reviews of Consultants, Contractors, and Subcontractors. The review of select recipients of Federal Aid Highway or other Federal Funds, will be conducted to ensure adherence to Title VI requirements. The Department shall confirm guidelines provided to consultants, contractors, or subcontractors including Title VI language, provisions, and related requirements, as applicable.

j) Design/Environmental Review Process

The scope, complexity, and impacts of a project will determine which National Environmental Policy Act (NEPA) Environmental Document will be prepared: (1) A Categorical Exclusion (CE) for those actions that have been deemed

legislatively or administratively exempt from NEPA; (2) an Environmental Assessment (EA) and Find of No Significant Impact (FONSI) for actions that will not result in adverse environmental effects; and (3) an Environmental Impact Statement (EIS) for actions that will potentially involve adverse environmental effects.

The Department will ensure compliance with Title VI requirements in all aspects of conducting an EA or EIS. During the review process, adequate time will be given for appropriate review and comments, as applicable, on draft EIS/EA, to ensure there are no violations of the Federal Civil Rights Act, as amended.

In order to ensure dissemination of information and foster participation from affected populations when preparing an EA or EIS, Department staff will: place public notices in applicable general and minority media, select accessible locations and times for public hearings or meetings, and arrange for translation services as needed (particularly in projects impacting predominant minority communities). The Department will ensure that the public will be provided with information pertaining to their rights and given contact information to address environmental concerns.

k) Environmental Justice

The Department strives to identify and address the public works and transportation needs of the citizens of the City of Pinole and ensures that the benefits and burdens of investments are being fairly distributed. Safety and improving the quality of life of Pinole residents is the Department's primary concern.

The Department strives for accountability and transparency in all the services provided to the community. The Department maintains a staffed public service counter, Monday – Thursday 8 am – 12 pm, and 1 pm – 4:30 pm for both walk in assistance or contact by phone.

l) Environmental Activities

Executive Order 12898 directs federal agencies to identify and address the disproportionately high and adverse human health and environmental effects of their actions on minority and low-income populations. Subrecipients are required to comply with the federal government's Environmental Justice (EJ) policy by integrating EJ principals into their programs. EJ is the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies.

If a project has a federal permit requirement or a source of federal funding, it is also subject to the National Environmental Policy Act (NEPA) process. Federal projects must analyze the potential environmental effects, including human health, economic, and social effects of their proposed actions on minority and low-income communities when required by NEPA. Any proposed project that will have a disproportionately high and adverse effect on minority or low-income populations will be required to include analysis and provide mitigation measures or alternatives that would avoid or reduce the high and adverse effect.

To comply with NEPA, public involvement and community outreach is necessary during the environmental documentation process, from project scoping to circulation of the draft and final documents for public review and comment. Through this process, EJ is reinforced and offers protection to the low-income and minority communities from discrimination and ensures their full participation.

m) Right-of-Way Activities

Department staff manages and coordinates the appraisal and acquisition of real property and relocation assistance services for public works projects. The right of way acquisition process entails appraisal of property, negotiation of terms, and conditions for acquisition, and assistance in the relocation of displaced individual, business, farm operations, nonprofit organization, and property management.

The Department will ensure Title VI compliance of right of way projects as follows:

- Ensure equal opportunity in all aspects of procuring real estate service contracting and appraisal agreements.
- Follow adopted procurement policies in the acquisition of contracted services.
- Incorporate Title VI language and assurance statements in all surveys of property owners and tenants after the conclusion of all business. Coordinate the preparation of deeds, permits, and leases to ensure the inclusion of appropriate clauses, including Title VI assurances.
- Ensure that appraised values and communications associated with the appraisal and negotiation operations result in equitable treatment.
- If applicable, ensure comparable replacement dwellings are available and assistance is given to all displaced persons and entities by the property acquisition process.
- Assist with communications with property owners, lessees, renters, and others, as appropriate, to help ensure we evaluate applicability of, and compliance with, LEP and EJ requirements for projects. Provide access to information in alternative languages when needed.
- Maintain statistical data, including race, color, national origin, age, gender, disability, LEP and income levels on all relocates affected by federally funded projects.

n) Construction Activities

Department staff is responsible for the planning, design, funding, operating and maintaining of roadway; bridges; buildings; water and wastewater facilities; drainage and related transportation facilities; and water resources. New construction contracts are used as well as in-house personnel, the resources of contractors, vendors, equipment, and materials. The Department's construction project information can be found on the Department webpages.

Department staff will ensure Title VI compliance of construction projects as follows:

- Review all federally funded projects for application of Disadvantaged Business Enterprise (DBE) goals. As appropriate, include DBE provisions in those projects with designated goals;

- Include Title VI language and provision language in all federally funded construction contracts. Documents and language shall be periodically reviewed to ensure compliance with current laws and regulations;
- Review and ensure all appropriate Title VI language is placed in bid announcements and applicable construction documents, consistent with the Department's Title VI Program;
- Monitor all maintenance and construction operations to ensure non-discrimination throughout all operations;
- Work closely with environmental, and other staff to avoid or minimize the environmental impact of a project during construction; and
- Address any LEP or EJ issues.

o) Annual Report:

Per FHWA requirements, the Department will develop an annual report of Title VI Goals and Accomplishments (G&A) to document progress towards compliance with Title VI in programs and activities. This report will include any updates to the Title VI Program that reflects organizational, policy, and implementation changes, and a Work Plan outlining Title VI monitoring and review activities planned for the coming plan year. The G&A Report will list all accomplishments that the Department has achieved in the area of Title VI, such as program area reviews, training, and processing of Title VI complaints. The Goals section of the report will explain what the Department plans to accomplish in the upcoming year in relation to the Title VI program.

ATTACHMENT A
NOTICE OF RIGHTS



City of Pinole
Department of Public Works

Your Rights Under Title VI of the Civil Rights Act of 1964

TITLE VI

Title VI of the Civil Rights Act of 1964 provides that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” Related statutes provide protection against discrimination on the basis of sex, age, disability, and socioeconomic status.

Any person who believes they have been discriminated against may file a written complaint within 180 days of the alleged discrimination. Additional information and Title VI Discrimination Complaint Forms can be obtained on the City of Pinole Department of Public Works webpage at www.ci.pinoles.ca.us/city_government/public_works

Title VI Discrimination Complaints may be submitted to:

Misha Kaur
Senior Project Manager
Title VI Coordinator

City of Pinole
Department of Public Works
2131 Pear Street
Pinole, CA 94564
(510) 724 – 9839
mkaur@ci.pinoles.ca.us

Para información en español, o para presentar una Queja de Discriminación del Título Vi, sirvase llamar al 510-724-9839 para asistencia.

ATTACHMENT B

Limited English Proficiency (LEP) Plan

As a recipient of federal funds, the City of Pinole's Department of Public Works (Department) (hereinafter referred to as "Department") is required to take reasonable steps to ensure meaningful access to its programs and activities by Limited English Proficiency (LEP) persons. While designed to be flexible and fact-dependent standard, the starting point is an individualized assessment that balances the following four factors:

- the proportion, numbers, and distribution of LEP Persons
- the frequency of contact with LEP individuals
- the nature and importance of the program, activity, or service to LEP; and
- the resources available to the Department and costs.

The intent of this guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small businesses, small local governments, or small nonprofit organizations. After applying the above four-factor analysis to the various kinds of contacts a recipient has with the public, the Department may conclude that different language assistance measures are sufficient to ensure meaningful access to the programs, activities, and services it offers. For instance, some of the Department's activities will have a greater impact on or contact with LEP persons than others, and thus may require more in the way of language assistance. The flexibility that the Department has in addressing the needs of the LEP populations it serves does not diminish, and should not be used to minimize, the obligation that those needs be addressed. Sub-recipients of federal-aid funds from the United States Department of Transportation should apply the following four factors to the various kinds of contacts that they have with the public to assess language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons.

1. The Number or Proportion of LEP Persons Served or Encountered in the Eligible Service Population

The Census Bureau has a range of four classifications of how well people speak English. The classifications are: 'very well,' 'well,' 'not well,' and 'not at all.' For our planning purposes, we are considering people that speak English less than 'very well' as Limited English Proficient persons.

As seen in Table #1, the 2013-2017 American Community Survey 5-Year Estimates show that 6,700 (36%) of individuals in the City of Pinole speak a language other than English; of those individuals, 2,293 (34%) have identified themselves as speaking English less than 'very well'. Of those individuals, there are 607 (26.5%) individuals in the Spanish language group, 331 (14.4%) individuals in the Indo-European languages group, and 1,355 (59.1%) individuals in the Asian and Pacific Islander languages group.

Table #1
LANGUAGE SPOKEN AT HOME

Language	Number of Speakers	Speak English less than "Very Well"
Population 5 years and over	18,481	2,293
Speak only English at Home	11,781	X

Speak a Language other than English at home	6,700	2,293
Spanish	2,398	607
Indo-European Languages	1,048	331
Asian and Pacific Island	3,167	1,355
All Other Languages	87	X

Source: U.S. Census Bureau, 2013 – 2017 American Community Survey 5-Year Estimates

2. Frequency of Contact with LEP Individuals

The Department has conducted an informal survey of our employees with regard to whether they have had encounters with LEP individuals in the performance of their job functions and found that, indeed, they have had encounters with LEP individuals. The Department is prepared to serve people who speak multiple languages via a multi-pronged approach consisting of Department staff, translated written materials, and use of translation smartphone applications. Given the number of LEP individuals, as displayed in Table #1 (above), the probability of our employees to encounter an LEP individual is low.

3. The Nature and Importance of the Program, Activity, or Service to the LEP

The Department's main functions is to improve and maintain the public infrastructure and assets within the City of Pinole. The infrastructure and assets include: roads and bridges, streetlights, signals, street trees, stormwater collection systems, parks, wastewater collection system, water pollution control plant, city owned buildings, and city owned fleets.

Any denial or delay of access to services or information provided by the Department could have serious implications on an LEP individual, especially services such as water, sewer, roads and bridges. Therefore, the denial of services to an LEP individual could have a significant detrimental effect. Although the LEP population in the City of Pinole is low, the Department will ensure accessibility to all of our programs, services, and activities.

4. Resources available to the City of Pinole's Department of Public Works and costs
US Department of Transportation Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons published in the Federal Register: December 14, 2005 (Volume 70, Number 239) states:

"A recipient's level of resources and the costs imposed may have an impact on the nature of the steps it should take in providing meaningful access for LEP persons. Smaller recipients with more limited budgets are not expected to provide the same level of language services as larger recipients with larger budgets. In addition, "reasonable steps" may cease to be reasonable where the costs imposed substantially exceed the benefits. Recipients should carefully explore the most cost-effective means of delivering competent and accurate language services before limiting services due to resource concerns."

Based on this guidance, we have reviewed our resources and deemed that given the low concentration of LEP individuals in the City of Pinole, upon request, we will translate our vital documents into the language requested to ensure accessibility.

Although there will not be a fixed amount allocated from our annual budget for the translation of documents, the cost associated with the necessary translation of document in order to comply with LEP requirements will be allocated on an as-needed basis and charged to the program that is responsible for the information being requested.

Safe Harbor Stipulation

Federal law provides a “Safe Harbor” situation so that recipients can ensure with greater certainty that they comply with their obligation to provide written translations in languages other than English. A “Safe Harbor” means that if a recipient provides written translation in certain circumstances, such action will be considered strong evidence of compliance with the recipient’s written-translation obligations under Title VI.

The failure to provide written translations under the circumstances does not mean there is non-compliance, but rather provides a guide for recipients that would like greater certainty of compliance than can be provided by a fact-intensive, four factor analysis. For example, even if a Safe Harbor is not used, if written translation of a certain document(s) would be so burdensome as to defeat the legitimate objectives of the program, it is not necessary. Other ways of providing meaningful access, such as effective oral interpretation of certain vital documents, might be acceptable under such circumstances.

Strong evidence of compliance with the recipient’s written translation obligations under “Safe Harbor” includes providing written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

This “Safe Harbor” provision applies to the translation of written documents only. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

Given that the number of LEP individuals in the City of Pinole is **above** the Safe Harbor threshold, written translations of vital documents will be made upon request, or oral interpretation can be provided. The City of Pinole’s Department of Public Works upon request will translate vital documents, which may include but not be limited to: the complaint form, complaint procedures, and all public meeting notices. The Department has contracted with an interpretation and translation service to provide this service immediately.

Providing Notice to LEP Persons

Per USDOT LEP guidance, once an agency has decided, based on the four factors, that it will provide language service, it is important that the recipient notify LEP persons of services available free of charge. Recipients should provide this notice in languages LEP persons would understand. The guidance provides several examples of notification including:

1. Signage, in languages that an LEP individual would understand that free language is available with advance notice.
2. Stating in outreach materials that free language services are available from the agency.
3. Working with community-based organizations and other stakeholders to inform LEP individuals of their recipient’s services, including the availability of language assistance services.

Statements in languages that an LEP individual would understand will be placed in public information and public notices informing LEP individuals that those requiring language assistance and/or special accommodations will be provided the requested service free of charge, with reasonable advance notice to the City of Pinole's Department of Public Works.

Options and Proposed Actions

Options:

Federal fund recipients have two (2) main ways to provide language services: oral interpretation either in person or via telephone interpretation service and written translation. The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis.

The Department is defining an interpreter as a person who translates spoken language orally, as opposed to a translator, who translates written language or who transfers the meaning of written text from one language into another. The person who translates orally is not a translator, but an interpreter.

Due to limited financial and staffing resources, it is necessary to limit language aid to the most basic and cost-effective services. However, when requested appropriate assistance will be provided.

What the Department will do. What actions will the Department take?

- Notify the public that interpreter services are available upon request, with 72-hour advance notice.
- With advance notice of 72-hours, the Department will provide interpreter services at public meetings, including language translation and signage for the hearing impaired.
- The Census Bureau "iSpeak" Language Identification Card will be distributed to all employees that may potentially encounter LEP individuals (Appendix A)
- Once the LEP individual's language has been identified, staff will use the LEP Staff Reference Card (Appendix B) and use the appropriate listed resources to provide interpretation or translation services.
- Publications of the City of Pinole's Department of Public Works complaint form and procedures are made available online and upon request (Spanish version will be developed).
- In the event that a Department employee encounters an LEP individual, the employee will follow the procedure listed below:

Office Customer Encounter

1. Provide an iSpeak Language Identification Card to determine the language spoken by the LEP individual.
2. Once the foreign language is determined, staff will use the LEP Staff Reference Card to access an interpreter, or staff can provide information to Title VI Coordinator who will contact an interpreter. The Department currently has one person on staff that is receiving a pay differential to provide interpreter and/or translation service in Spanish for City business. The LEP Staff Reference Card has their name and contact information listed. If an interpreter is not available, staff will be trained on using a smartphone application for translating in the requested language.

3. If the need is for a document to be translated, the Title VI Coordinator will coordinate to have the document translated and provided to the requestor as soon as possible.

Road/Parks/Facilities Customer Encounter

1. Road crew employee will immediately contact the Title VI Coordinator for assistance and provide an I-speak language identification card to the LEP individual to determine the language spoken by the individual.
2. Once the foreign language is determined, provide information to Title VI Coordinator who will contact an interpreter to provide telephonic interpretation.
3. If the need is for a document to be translated, the Title VI Coordinator will coordinate to have the document translated and provided to the requester as soon as possible.

In Writing

1. Once a letter has been received it will be immediately forwarded to the Title VI Coordinator.
2. The Title VI Coordinator will contact a translator to determine the specifics of the letter request.
3. The Title VI Coordinator will work with the selected resource for translation and provide the requested service to the individual in a timely manner.

Over the Phone

1. If someone calls into our office speaking another language, every attempt will be made to keep that individual on the line until an interpreter can be conferenced into the line, and if possible, determine the language spoken by the caller.
2. Once the language spoken by the caller has been identified, we will proceed with providing the requested assistance to the LEP individual.

Staff Training

The City of Pinole's Department of Public Works staff will be provided training on the requirements for providing meaningful access to services for LEP persons. Training will include how to identify a LEP individual's language and contact and use in-house interpretation services and use translation smartphone application to translate in various languages.

LEP Plan Access

A copy of the LEP plan document can be requested at the City of Pinole's Department of Public Works main office during normal business hours and the Department will make the plan available on the website at https://www.ci.pinole.ca.us/government_services/public_works. Any person or agency may also request a copy by contacting:

Misha Kaur
Senior Project Manager
Title VI Coordinator
2131 Pear Street
Pinole, CA 94564
Phone: 510-724-9839
Email: mkaur@ci.pinole.ca.us

ATTACHMENT C

Discrimination Complaint Procedure for the City of Pinole's Department of Public Works

Federal law prohibits discrimination on the basis of race, color, national origin, age, sex, or disability in any City of Pinole's Department of Public Works (Department) program or activity. This prohibition applies to all branches of the Department, its contractors, consultants, and anyone else who acts on behalf of the Department.

Any person who believes they have been discriminated against based on race, color, or national origin by the Department may file a Title VI complaint by completing and submitting a Title VI Complaint Form. If you need assistance to file your complaint or need interpretation services, please contact:

Misha Kaur, Title VI Coordinator
City of Pinole
Department of Public Works
mkaur@ci.pinole.ca.us
510-724-9839

Who is eligible to file a complaint?

Anyone who believes they have been excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any Department program or activity because of their race, color, national origin, age, sex, or disability may file a complaint.

Discrimination includes lack of access, harassment, retaliation and disparate impacts from a program or activity. Harassment includes a wide range of abusive and humiliating verbal or physical behaviors. Retaliation includes intimidating, threatening, coercing, or engaging in other discriminatory conduct against anyone because they filed a complaint or otherwise participated in a discrimination investigation.

How do you file a complaint?

Complaints must be filed in writing within 180 days from the last date of the alleged discrimination. However, contact Misha Kaur, Title VI Coordinator if you believe your complaint may fall outside this deadline.

Reasonable efforts will be made to assist persons with disabilities, non-English speakers, and others unable to file a written complaint. For assistance in filing a complaint, please contact Misha Kaur, Title VI Coordinator.

Complaints may be submitted via mail, email, fax or in person to:

Misha Kaur, Senior Project Manager
Title VI Coordinator
City of Pinole
Department of Public Works
mkaur@ci.pinole.ca.us
510-724-9839

Complaints may also be filed directly with the following agencies:
California Department of Transportation (Caltrans)
Federal Highway Administration, California Division

What happens after a complaint is filed?

All complaints received by the Department will be forwarded to Caltrans to be submitted to the Federal Highway Administration (FHWA) Division Office. Complaints will be sent within one business day of receipt. If Headquarters Office of Civil Rights (HCR) determines a Title VI complaint against the Department can be investigated by Caltrans, HCR may delegate the task of investigating the complaint to Caltrans.

Title VI complaints must be investigated within ninety (90) days. Investigating a complaint includes interviewing all parties involved and key witnesses. The investigator may also request relevant information such as books, records, electronic information, and other sources of information from all involved parties. You may specify if there is a particular individual or individuals that you feel should not investigate your complaint due to conflict of interest or other reasons.

Please refer to Caltrans Office of Civil Rights website to further assist in Title VI complaint:
<https://dot.ca.gov/programs/civil-rights/title-vi/title-vi-complaint-process>

Federal law prohibits retaliation against individuals because they have filed a discrimination complaint or otherwise participated in a discrimination investigation. Any alleged retaliation should be reported in writing to the investigator.

Title VI Discrimination Complaint Form

Name of Complainant: _____

Telephone Number: _____ E-mail: _____

What is the most convenient time for us to contact you about this complaint? _____

Basis of Discrimination

_____ Race _____ Age _____ Other

_____ Color _____ Sex

_____ National Origin _____ Disability

Where did the alleged discrimination take place? _____

In your own words, describe the alleged discrimination. Explain what happened and whom you believe to be responsible: _____

List any others who may have knowledge of this event. Please provide name, address, city, state, and zip code.

Have you filed this complaint with any other Federal, State, or local agency: or with the Federal or State Court?

_____ Yes _____ No

If yes, check all that apply

_____ U.S. Equal Employment Opportunity Commission

_____ Federal or State Court

_____ Department of Fair Employment and Housing

_____ Federal Transit Administration/ U.S. Dept. of Transportation

_____ Federal Highway Administration/ U.S. Dept. of Transportation

If you have already filed a charge, please provide the following information:

Agency/Court: _____ Attorney Name: _____

Address: _____ Firm Name: _____

Date Filed: _____ Address: _____

Case Number: _____ Telephone Number: _____

Date of Trial Hearing: _____

Status of case: _____

Please provide any additional information that you believe would assist in investigation:

Signature of Complainant

Date of Filing

2004 Census Test

United States
Census
2010

LANGUAGE IDENTIFICATION FLASHCARD

- | | | |
|--------------------------|--|------------------------|
| <input type="checkbox"/> | ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية. | 1. Arabic |
| <input type="checkbox"/> | Խոսողո՞ւմ ե՞ս, կ՞արեա՞ր եմ քանակապետ, եթե խոսում կամ կարդում եմ հայերեն: | 2. Armenian |
| <input type="checkbox"/> | যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন। | 3. Bengali |
| <input type="checkbox"/> | ល្អបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។ | 4. Cambodian |
| <input type="checkbox"/> | Motka i kahhon ya yangin ûntûngnu' manaitai pat ûntûngnu' kumentos Chamorro. | 5. Chamorro |
| <input type="checkbox"/> | 如果你能读中文或讲中文，请选择此框。 | 6. Simplified Chinese |
| <input type="checkbox"/> | 如果你能讀中文或講中文，請選擇此框。 | 7. Traditional Chinese |
| <input type="checkbox"/> | Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik. | 8. Croatian |
| <input type="checkbox"/> | Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky. | 9. Czech |
| <input type="checkbox"/> | Kruis dit vakje aan als u Nederlands kunt lezen of spreken. | 10. Dutch |
| <input type="checkbox"/> | Mark this box if you read or speak English. | 11. English |
| <input type="checkbox"/> | اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید. | 12. Farsi |

<input type="checkbox"/>	Cocher ici si vous lisez ou parlez le français.	13. French
<input type="checkbox"/>	Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen.	14. German
<input type="checkbox"/>	Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά.	15. Greek
<input type="checkbox"/>	Make kazye sa a si ou li oswa ou pale kreyòl ayisyen.	16. Haitian Creole
<input type="checkbox"/>	अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ।	17. Hindi
<input type="checkbox"/>	Kos lub voj no yog koj paub twm thiab hais lus Hmoob.	18. Hmong
<input type="checkbox"/>	Jelölje meg ezt a kockát, ha megérte vagy beszéli a magyar nyelvet.	19. Hungarian
<input type="checkbox"/>	Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano.	20. Ilocano
<input type="checkbox"/>	Marchi questa casella se legge o parla italiano.	21. Italian
<input type="checkbox"/>	日本語を読んだり、話せる場合はここに印を付けてください。	22. Japanese
<input type="checkbox"/>	한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오.	23. Korean
<input type="checkbox"/>	ໃຫ້ໝາຍໃສ່ຊ່ອງນີ້ ຖ້າທ່ານອ່ານຫຼືປາກພາສາລາວ.	24. Laotian
<input type="checkbox"/>	Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim.	25. Polish

<input type="checkbox"/>	Assinale este quadrado se você lê ou fala português.	26. Portuguese
<input type="checkbox"/>	Însemnați această casuță dacă citiți sau vorbiți românește.	27. Romanian
<input type="checkbox"/>	Пометьте этот квадратик, если вы читаете или говорите по-русски.	28. Russian
<input type="checkbox"/>	Обележите овај квадратик уколико читате или говорите српски језик.	29. Serbian
<input type="checkbox"/>	Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky.	30. Slovak
<input type="checkbox"/>	Marque esta casilla si lee o habla español.	31. Spanish
<input type="checkbox"/>	Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog.	32. Tagalog
<input type="checkbox"/>	ให้กาเครื่องหมายลงในช่องถ้าท่านอ่านหรือพูดภาษาไทย.	33. Thai
<input type="checkbox"/>	Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga.	34. Tongan
<input type="checkbox"/>	Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою.	35. Ukrainian
<input type="checkbox"/>	اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔	36. Urdu
<input type="checkbox"/>	Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ.	37. Vietnamese
<input type="checkbox"/>	באצייכנט דעם קעסטל אויב איר לייענט אדער רעדט אידיש.	38. Yiddish

APPENDIX B

TITLE VI LEP STAFF RESOURCE CARD

Interpretation & Translation Services

The Department provides reasonable language assistance free of charge upon request. Below are some resources if asked for language assistance.

If asked for language assistance, it is always best to use in-house staff as a first resort. This is often the quickest method to offer language assistance. First determine the language needed. Staff should use the iSpeak cards to verify the person's language. Once a language has been identified, use in-house staff as a first resort.

Spanish

Ana Aviles Avila 510-724-9837

Access for Visually and Hearing Impaired

Dial 711 to reach Relay California. Relay California is a free service that provides full telephone access to people who are deaf, hard of hearing, deaf-blind, or speech disabled.



CITY COUNCIL REPORT

9A

DATE: MAY 19, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: ANDREW MURRAY, CITY MANAGER

SUBJECT: CONSIDER A RESOLUTION DIRECTING STAFF TO FLY THE RAINBOW FLAG DURING THE MONTH OF JUNE

RECOMMENDATION

City staff recommends that the City Council consider a resolution directing staff to fly the Rainbow Flag during the month of June.

BACKGROUND

LGBTQ+ History Month is a month-long annual observance of lesbian, gay, bisexual, and transgender history, and the history of gay rights and related civil rights, currently celebrated in the month of June.

In the United States, the last Sunday in June was initially celebrated as “Gay Pride Day,” but the actual date varied. In major cities across the nation the “day” soon grew to encompass a month-long series of events. Today, celebrations include pride parades, picnics, parties, workshops, symposia, and concerts. LGBTQ+ Pride Month events attract millions of participants around the world. Memorials are held during this month for those members of the community who have been lost to hate crimes or HIV/AIDS. The purpose of the commemorative month is to recognize the impact that lesbian, gay, bisexual, and transgender individuals have had on history locally, nationally, and internationally.

REVIEW AND ANALYSIS

The City Council adopted Resolution No. 2019-51 in June 2019 recognizing June as LGBTQ+ month and directing City staff to fly the Rainbow Flag during the month of June 2019. At its meeting of May 5, 2020, the City Council approved consideration of again flying the Rainbow Flag, and directed staff to bring a future City Council agenda item for discussion and action. City staff has prepared the attached resolution (Attachment A) for City Council’s consideration.

FISCAL IMPACT

None

ATTACHMENTS

A: Resolution

ATTACHMENT A

RESOLUTION NO. 2020- XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, RECOGNIZING JUNE AS LGBTQ+ MONTH AND DIRECTING STAFF TO FLY THE RAINBOW FLAG DURING THE MONTH OF JUNE

WHEREAS, June has become a symbolic month in which LGBTQ+ persons and supporters come together in various celebrations of pride; and

WHEREAS, cities across the United States recognize and celebrate June as LGBTQ+ Pride month; and

WHEREAS, the City of Pinole feels it is important to communicate its support for inclusivity and respect in our City, and desires to recognize and celebrate June as LGBTQ+ Pride month; and

WHEREAS, the Rainbow Flag, also known as the LGBTQ+ Pride Flag or Gay Pride Flag, has been used since the 1970s as a symbol of LGBTQ+ pride and social movements; and

WHEREAS, flying the Rainbow Flag at City Hall throughout the month of June symbolizes the City of Pinole's official recognition of June as LGBTQ+ Pride month; and

WHEREAS, the City Council adopted Resolution No. 2019-51 in June 2019 recognizing June as LGBTQ+ month and directing City staff to fly the Rainbow Flag during the month of June 2019; and

WHEREAS, the City of Pinole continues to feel that it is important to communicate its support for inclusivity and respect.

NOW THEREFORE, BE IT RESOLVED that the Pinole City Council directs staff to fly the Rainbow Flag at City Hall during the month of June 2020 and each June thereafter.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 19th 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 19th day of May, 2020.

Heather Iopu, CMC
City Clerk



CITY COUNCIL REPORT

10A

DATE: MAY 19, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: ANDREW MURRAY, CITY MANAGER

**SUBJECT: DISCUSSION AND DIRECTION REGARDING HAVING CITY STAFF
ADD A GRAPHIC PROMOTING CENSUS 2020 TO STAFF'S EMAIL
SIGNATURE BLOCK**

RECOMMENDATION

City staff recommends that the City Council discuss and provide direction regarding having City staff add a graphic promoting Census 2020 to staff's email signature block.

BACKGROUND

In February 2020, the City Council adopted the City of Pinole Strategic Plan 2020 – 2025. It requires that the City create a strategic communication plan to enhance the City's public information, messaging, and marketing. City staff is in the process of drafting the communication plan. It will include guidelines for City staff on messaging through various communication channels, including format and content of email signature blocks. (The email signature block is the text and graphics that might appear at the end of an email that state the sender's name, title, contact information, and information on organizational programs or events.)

In the interim, prior to the completion of the communication plan later this year, staff is seeking City Council direction regarding having City staff add a graphic promoting Census 2020 to staff's email signature block. The City Council adopted Resolution No. 2019-92 in October 2019 expressing the City's support for helping ensure a complete, fair, and accurate count in Census 2020 and appointing Mayor Pro Tem Martinez-Rubin and the City Clerk as official outreach representatives. The Mayor Pro Tem and City Clerk participate in the County Census Steering Committee, and the City has conducted significant outreach to the community through the City website, Administrative Report, and Police Department Facebook account promoting Census 2020.

Staff expects that, under the communication plan, the City Manager will direct staff from time to time to include in its signature block information about various City or City-sponsored programs or events. Any specific direction that the City Council provides to staff from time to time regarding promoting a program or event will complement the other programs or events being promoted.

REVIEW AND ANALYSIS

At its meeting of May 5, 2020, the City Council approved consideration of promoting Census 2020 through staff email signature blocks as a future City Council agenda item. City staff now seeks Council direction.

FISCAL IMPACT

There is no fiscal impact to considering this matter nor directing the City Manager to have staff use a standard email signature block promoting Census 2020.

ATTACHMENTS

A. Resolution

RESOLUTION NO. 2019-92

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, SUPPORTING THE 2020 CENSUS

WHEREAS, the U.S. Census Bureau is required by Article I, Section 2 of the U.S. Constitution to conduct an accurate count of the population every ten years; and

WHEREAS, the next enumeration will be April 1, 2020 and will be the first to rely heavily on online responses; and

WHEREAS, the primary and perpetual challenge facing the U.S. Census Bureau is the undercount of certain population groups; and

WHEREAS, that challenge is amplified in California, given the size of the state and the diversity of communities; and

WHEREAS, California has a large percentage of individuals that are considered traditionally hard to count; and

WHEREAS, these diverse communities and demographic populations are at risk of being missed in the 2020 Census; and

WHEREAS, California receives nearly \$77 billion in federal funding that relies, in part, on census data; and

WHEREAS, a complete and accurate count of California's population is essential; and

WHEREAS, the data collected by the decennial Census determines the number of seats each state has in the U.S. House of Representatives and is used to distribute billions of dollars in federal funds to state and local governments; and

WHEREAS, the data is also used in the redistricting of state legislatures, county boards of supervisors and city councils; and

WHEREAS, the decennial census is a massive undertaking that requires cross-sector collaboration and partnership in order to achieve a complete and accurate count; and

WHEREAS, California's leaders have dedicated a historic amount of funding and resources to ensure every Californian is counted once, only once and in the right place; and

WHEREAS, this includes coordination between tribal, city, county, state governments, community-based organizations, education, and many more; and

WHEREAS, U.S. Census Bureau is facing several challenges with Census 2020, including constrained fiscal environment, rapidly changing use of technology, declining response rates, increasingly diverse and mobile population, thus support from partners and stakeholders is critical; and

WHEREAS, the City of Pinole, in partnership with other local governments, the State, businesses, schools, and community organizations, is committed to robust outreach and communication strategies, focusing on reaching the hardest-to-count individuals.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pinole does hereby recognizes the importance of the 2020 U.S. Census and supports helping to ensure a complete, fair, and accurate count of all Californians;

BE IT FURTHER RESOLVED, that the City Council of the City of Pinole hereby appoints Council member Martinez-Rubin and City Clerk Heather Iopu as its official outreach representatives.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 22nd day of **October 2019** by the following vote:

AYES:	COUNCILMEMBERS: Martinez-Rubin, Murray, Salimi, Swearingen, Tave
NOES:	COUNCILMEMBERS: None
ABSENT:	COUNCILMEMBERS: None
ABSTAIN:	COUNCILMEMBERS: None

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on this 22nd day of **October, 2019**.

