



## PINOLE CITY COUNCIL AGENDA

TUESDAY  
JULY 16, 2019

5:30 P.M.

**NOTE: EARLY START TIME**

2131 Pear Street, Pinole, California

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

**Public Comment:** The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction subject to the rules of decorum described in Council Resolution 2019-03. If you wish to address the City Council, please complete the gold card that is provided at the rear entrance to the Council Chambers and hand the card to the City Clerk. City Council will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. City Council will hear public comment on matters **not** listed on the agenda during Citizens to be Heard, Agenda Item 5.

**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. Assisted listening devices are available at this meeting. Ask the City Clerk if you desire to use this device.

**Note:** Staff reports are available for inspection at the Office of the City Clerk, City Hall, 2131 Pear Street during regular business hours, 8:00 a.m. to 4:30 p.m. Monday – Thursday, and on the City Website at [www.ci.pinole.ca.us](http://www.ci.pinole.ca.us). You may also contact the City Clerk via e-mail at [hiopu@ci.pinole.ca.us](mailto:hiopu@ci.pinole.ca.us)

COUNCIL MEETINGS ARE TELEVISED LIVE ON CHANNEL 26. They are retelecast the following Thursday at 6:00 p.m. The Community TV Channel 26 schedule is published on the city's website at [www.ci.pinole.ca.us](http://www.ci.pinole.ca.us). City Council meetings are video-streamed live on the City's website, and remain archived on the site for five (5) years.

**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. PUBLIC EMPLOYEE APPOINTMENT**

Pursuant to Gov. Code § 54957

Title: City Manager

**B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Gov. Code § 54956.8

Property: 830 - 850 San Pablo Ave (APN 402-230-15, 16, 17, 18, 20 & 22)

Agency negotiator: City Manager Michelle Fitzner, Assistant City Manager Hector De La Rosa

Negotiating parties: Hector Vinas, General Realty CE, LLC

Under negotiation: Price and terms

**C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Gov. Code § 54956.8

Property: 811 San Pablo Avenue (APN: 402-166-030)

Negotiator: Assistant City Manager, Hector De La Rosa

Negotiating Parties: Housing Consortium of the East Bay

Under Negotiation: Terms

**D. CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Gov. Code § 54957.6

Agency designated representatives: City Manager Michelle Fitzner, Assistant City Manager Hector De La Rosa

Employee organization: International Association of Fire Fighters (IAFF)

**OPEN SESSION WILL COMMENCE UPON COMPLETION OF CLOSED SESSION DISCUSSIONS, WHICH MAY OCCUR BEFORE 7:00 PM**

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

**5. CITIZENS TO BE HEARD (Public Comments)**

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

## 6. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

- A. Proclamations
- B. Presentations / Recognitions
  - 1. Bay Front Chamber of Commerce Presentation by Sylvia Villa-Serrano

## 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 June 18, 2019
- B. Receive the June 29, 2019 – July 12, 2019 List of Warrants in the Amount of \$463,567.96 and the July 12, 2019 Payroll in the Amount of \$399,725.76
- C. Authorization For The Police Chief To Execute A Contract With The State Of California For Alcohol Policing Partnership Grant Assistance Program Funding Administered Through The Department Of Alcoholic Beverage Control [Action: Adopt Resolution per Staff Recommendation (Gang)]
- D. Resolution Authorizing The City Manager To Execute A Contract With Avery & Associates In An Amount Not To Exceed \$25,400 For Professional Recruitment Services For The City Manager Position [Action: Adopt Resolution per Staff Recommendation (De La Rosa)]
- E. Adopt A Resolution Authorizing A Request For Proposal For Janitorial Services For City Occupied Facilities [Action: Adopt Resolution per Staff Recommendation (T. Miller)]
- F. Second Reading And Adoption Of An Ordinance Adding Chapter 15.60 To The Municipal Code For Management Of PCBs During Building Demolition Projects [Action: Conduct Second Reading and Adopt Ordinance per Staff Recommendation (Casher)]
- G. Approve A Three Year Contract With IEDA Inc. To Provide Labor Contract Negotiations And Human Resources Services [Action: Adopt Resolution per Staff Recommendation (De La Rosa)]
- H. Consider A Letter Of Support For SB 344, Local Prepaid Mobile Telephony Services Collection Act (As Amended June 27, 2019) [Action: Authorize Mayor to Sign Letter (Fitzer)]
- I. Consider A Letter Of Opposition For SB 266, Public Employees' Retirement System: Disallowed Compensation: Benefit Adjustments [Action: Authorize Mayor to Sign Letter (Fitzer)]

## 8. PUBLIC HEARINGS

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

- A. Ordinance Amending Chapter 8.36 Of The Pinole Municipal Code Regarding Balcony Inspections [Action: Introduce Ordinance and Conduct Public Hearing (Casher)]

## 9. OLD BUSINESS

NONE

## 10. NEW BUSINESS

NONE

## 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 August 20, 2019 In Remembrance of Amber Swartz.

**Note: The Regular meeting of August 6, 2019 is canceled**

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: July 11, 2019 at 4:00 P.M.**

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**Heather Iopu. CMC**  
**City Clerk**



**CITY COUNCIL MEETING  
MINUTES  
June 18, 2019**

**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 Murray called the Regular Meeting of the City Council to order at 6:05 p.m. and led the Pledge of Allegiance.

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

**A. COUNCILMEMBERS PRESENT**

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

**B. STAFF PRESENT**

Michelle Fitzer, City Manager  
Heather Iopu, City Clerk  
Eric Casher, City Attorney  
Neil Gang, Police Chief  
Scott Kouns, Fire Chief  
Lieutenant Gene Alameda  
Andrea Miller, Finance Director  
Tamara Miller, Development Services Director/City Engineer

City Clerk Iopu announced the agenda was posted on June 13th, 2019 at 4:00 p.m. All legally required notice was provided.

City Clerk Iopu announced that additional items pertaining to Agenda Items 6B1, 7E, 7F, 7G, & 7H on the agenda were provided at the dais for the Council and copies were placed at the rear of the Chamber for the public,

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**

No closed session scheduled.

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

**5. CITIZENS TO BE HEARD (Public Comments)**

At 6:05 pm, the Mayor inquired if there were any Public Comments. The following speakers addressed the City Council:

**Bob Kopp**, resident of Pinole, announced Pinole Car Show on June 23<sup>rd</sup>. Made suggestions regarding how the City can gather information from the public as part of the Fire study.

City Manager Fitzer made comments clarifying the City's approach to the Fire Study.

**Sal Spataro**, resident of Pinole, announced the upcoming Pinole Library extended hours celebration on July 6<sup>th</sup>, from 10:00am to Noon.

**David Ruport**, resident of Pinole, announced on behalf of Pinole for Fair Government, that they would have a booth at the Pinole Car Show. Encouraged public to stop by. Announced a garage sale on Saturday June 29<sup>th</sup> to benefit his organization.

**Irma Ruport**, resident of Pinole, made comments in support of USA and France women's soccer teams as they compete in World Cup. Made comments regarding recent Fire Community Workshop and asked for further discussion.

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

### **A. Proclamations**

### **B. Presentations / Recognitions**

#### **1. City of Pinole Surveillance Camera Update by Police Department and ODIN Systems**

Lt. Alameda presented an overview of the current surveillance camera program in Pinole, outlined problems, discussed efforts made to address issues and make improvements, recommended action to Council for further improvements to surveillance plan. Discussed high priority intersections of the City.

Discussed the benefits of Automated License Plate Readers (ALPRs) and camera enhancement to safety of a community. Discussed value of Odin Systems, Inc. Outlined costs and possible funding sources for system upgrades.

Councilmembers asked questions and made comments.

Staff responded to comments and questions by Council.

The following speakers addressed the City Council:

**Rafael Menis**, resident of Pinole, inquired regarding security of shifting to wireless, maintenance of system from cable network, privacy concerns of using ALPR and historical data kept by camera surveillance.

Staff responded to the public comment.

**Bob Kopp**, resident of Pinole, spoke regarding ALPR, spoke in favor of the uses of the system and cited a past incident where it was used successfully.

**David Bowman**, resident of Pinole, asked whether the footage would be available for insurance companies, suggested monitoring intersections near high school to improve safety.

## **7. CONSENT CALENDAR**

City Manager Fitzer requested that Item 7G be continued to the July 2, 2019 meeting.

City Manager Fitzer made verbal announcement of Item 7H in compliance with state law.

- A. Approve the Minutes of the Meeting of May 28, 2019.
- B. Receive the June 1, 2019 – June 14, 2019 List of Warrants in the Amount of \$741,130.65 and the June 14, 2019 Payroll in the Amount of \$486,861.54
- C. Adopt Resolution Establishing the FY 2019-20 Appropriations Limit **[Action: Adopt Resolution Per Staff Recommendation (A. Miller)]**
- D. Approving A Side Letter To The Memorandum Of Understanding Between The City Of Pinole And IAFF Local 1230 To Continue The Paramedic Incentive Pay For The Classification Of Captain **[Action: Adopt Resolution Per Staff Recommendation (Fitzer)]**
- E. Approving The Pinole Salary Schedule For All Represented And Unrepresented Employee Classifications In Conformance With California Code Of Regulations, Title 2, Section 570.5 **[Action: Adopt Resolution Per Staff Recommendation (De La Rosa)]**
- H. Approve An Amendment To City Manager And City Clerk Employment Agreements **[Action: Adopt Resolutions Per Staff Recommendation (De La Rosa)]**
- I. Approve An Amendment To The Contract With Raney Planning And Management Inc. For Environmental Review In An Amount Not To Exceed \$18,000 **[Action: Adopt Resolution Per Staff Recommendation (T. Miller)]**

**ACTION: Motion by Councilmembers Swearingen/Tave to approve Consent Calendar Items A, B, C D, E, H & I.**

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

Item 7F was pulled from the Consent Calendar for further discussion:

- F. Resolution Forgiving Outstanding Balance Of Loan To Pinole Assisted Living Community And Consenting To Dissolution [**Action: Adopt Resolution Per Staff Recommendation (Mog)**]

The following speakers addressed the City Council regarding 7F:

**David Rupert**, resident of Pinole, expressed concerns regarding forgiving of the loan, Also expressed concern regarding auditor and CAFR. Asked for more clarification and history of the item before its approval.

**Sal Spataro**, resident of Pinole, asked where the repayment of funds is being directed.

**Irma Rupert**, resident of Pinole, asked for more clarification of item and stated it should not be placed on the Consent Calendar. Asked for vote abstention from new Councilmembers.

Mayor Murray responded to public comment and gave overview of history of the loan.

City Attorney Casher responded to public questions. Provided history of the loan.

Councilmembers made comments and asked questions.

City Manager Fitzner addressed questions by Council.

**ACTION: Motion by Councilmembers Swearingen/Martinez-Rubin to approve Consent Calendar Items 7F.**

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

## **8. PUBLIC HEARING**

- A. Conduct A Public Hearing, FY 2018-19 Annual Review Of Utility Users Tax, And Adoption Of A Resolution Modifying Household Income Eligibility Thresholds For Utility Users Tax Exemptions For FY 2019-20 [**Action: Adopt Resolution per Staff Recommendation (A. Miller)**]

Finance Director Miller outlined the item and recommended action.

Councilmembers asked questions. Staff responded to questions.

At 8:25 p.m. Mayor Murray opened the public hearing.

There were no public speakers.

At 8:25 p.m. Mayor Murray closed the public hearing.

**ACTION: Motion by Councilmembers Martinez-Rubin/Salimi to Adopt A Resolution Modifying Household Income Eligibility Thresholds For Utility Users Tax Exemptions For FY 2019-20**

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

- B.     Conduct A Public Hearing And Adopt The City Of Pinole Proposed FY 2019-20 Operations Budget [**Action: Adopt Resolution Per Staff Recommendation (A. Miller)**]

Finance Director Miller outlined the item and recommended action.

Councilmembers made comment and asked questions.

Staff responded to comments and questions by Council.

At 8:49 p.m. Mayor Murray opened the public hearing.

The following speakers addressed the City Council:

**Rafael Menis**, resident of Pinole, spoke regarding details of staff report. Asked why the pension costs are increasing each year. Asked if City can maintain negative fund balance.

Questions addressed by staff and Council.

**David Bowman**, resident of Pinole, asked who the City is dealing with in order to address road maintenance. Asked if the City can invest surplus funds.

Mayor Murray and Finance Director Miller responded.

Councilmembers made comments.

At 9:05 p.m. Mayor Murray closed the public hearing.

Councilmembers asked questions. Staff responded to questions.

**ACTION: Motion by Councilmembers Swearingen/Martinez- Rubin To Adopt Resolution Approving The City Of Pinole Proposed FY 2019-20 Operations Budget**

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

- C.     Conduct A Public Hearing And Adopt A Resolution Confirming The Assessments And Ordering The Levy For The Pinole Valley Road Landscape And Lighting

Assessment District For Fiscal Year 2019/2020 **[Action: Adopt Resolution Per Staff Recommendation (T. Miller)]**

Development Services Director/City Engineer Miller presented an overview of the item and recommended action.

At 9:15 p.m. Mayor Murray opened the public hearing.

No public speakers.

At 9:15 p.m. Mayor Murray closed the public hearing.

**ACTION: Motion by Councilmembers Swearingen/Martinez-Rubin to Adopt A Resolution Confirming The Assessments And Ordering The Levy For The Pinole Valley Road Landscape And Lighting Assessment District For Fiscal Year 2019/202**

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

- D. Conduct A Public Hearing, Receive And File Report Regarding Previously Approved Sewer Rate Increase **[Action: Receive And File Report (T. Miller)]**

Development Services Director/City Engineer Miller presented an overview of the item and recommended action.

At 9:19 pm Mayor Murray opened the public hearing.

No public speakers.

At 9:19 pm Mayor Murray closed the public hearing.

**9. OLD BUSINESS**

None.

**10. NEW BUSINESS**

**None.**

**11. REPORTS & COMMUNICATIONS**

- A. Mayor Report  
1. Announcements

Mayor Murray announced Car Show on June 23, 2019.

Announced Farmers' Market on Saturdays.

## B. Mayoral & Council Appointments

Mayor Murray announced the Community Services Commission interviews have been scheduled. Council gave consensus for sub-committee to consist of Mayor Murray and Councilmember Martinez-Rubin.

## C. City Council Committee Reports & Communications

Mayor Pro Tem Swearingen provided update from Mayors' Conference . Discussed mandatory rationing of water supply and raising of rates by EBMUD.

WCCTAC Update - Sales tax measure coming forward in March. Discussed approach to percentage allocation of tax towards specific transportation services.

Councilmember Tave reminded public that PG&E may implement outages in the region. Encouraged public to prepare.

Councilmember Martinez-Rubin discussed potential power outages. Encouraged people who have health-related issues that require electric machines to plan ahead. Reported on meeting of Association of Bay Area Governments (ABAG). Highlighted awards presented for projects, announced launch of planning for Bay Area 2050 in coordination with MTC which could provide an opportunity for regional project involvement by Pinole. Announced that the public has access to ABAG reports on its website.

Mayor Murray reported on Pinole/Hercules Wastewater Subcommittee Meeting; Reviewed plan, Substantial Completion expected by end of Summer. Provided update on RecycleMore JPA.

## D. Council Requests For Future Agenda Items

Councilmember Tave requested information regarding the City's competitive bid process. Staff will bring back report on current procurement policies.

Councilmember Martinez-Rubin requested discussion of preservation ordinance with regard to buildings in Old Town. Consensus given by Council.

Councilmember Salimi requested an update on the traffic plan near the high school for beginning of school year. Staff has already scheduled item for follow-up.

Councilmember Swearingen requested that item to reconsider HdL contract approved at last meeting. Discussion regarding the current contract and whether to bring back to Council as an agenda item. No consensus by Council.

**Rafael Menis**, resident of Pinole, commented that the discussion regarding HdL contract should not continue, given that it is not on the agenda.

## E. City Manager Report / Department Staff

No City Manager report.

Tamara Miller, Development Services Director/City Engineer gave update regarding paving in front of the high school this week. Traffic signals will be in operation ahead of the start of school.

## F. City Attorney Report

City Attorney Casher gave update on the Municipal Code Subcommittee items of discussion at June 17 meeting.

12. **ADJOURNMENT** to the Special City Council Meeting of July 2, 2019 In Remembrance of Amber Swartz.

At 10:22 p.m., Mayor Murray adjourned to the City Council Meeting of July 2, 2019 In Remembrance of Amber Swartz.

**Submitted by:**

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

**Approved by City Council:**





City of Pinole, CA

# 7B WARRANT LISTING By Vendor Name

Payment Dates 06/29/2019 - 07/12/2019

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
<b>Vendor: 1554 - Advanced Systems Group, LLC</b>					
25851	91381	07/05/2019	505-119-47101	PANASONIC ANALOG COMPOSITE BOARD- CTV	3,945.00
<b>Vendor 1554 - Advanced Systems Group, LLC Total:</b>					<b>3,945.00</b>
<b>Vendor: ALA07 - ALAMEDA COUNTY FIRE DEPARTMENT</b>					
2018-19-436	91382	07/05/2019	100-231-47104	FIRE APPARATUS REPAIR AND SERVICE	11,026.08
2018-19-443	91480	07/12/2019	100-231-47104	FIRE APPARATUS REPAIR AND SERVICE	8,057.86
<b>Vendor ALA07 - ALAMEDA COUNTY FIRE DEPARTMENT Total:</b>					<b>19,083.94</b>
<b>Vendor: ALH01 - ALHAMBRA &amp; SIERRA SPRINGS</b>					
5025519 060619	91383	07/05/2019	500-641-42201	DRINKING WATER FOR WASTE WATER/TP	198.98
<b>Vendor ALH01 - ALHAMBRA &amp; SIERRA SPRINGS Total:</b>					<b>198.98</b>
<b>Vendor: AME41 - AMERICAN LEGAL PUBLISHING</b>					
0128572	91481	07/12/2019	100-112-42101	CODE OF ORDINANCES- CC	1,996.90
0128779	91384	07/05/2019	100-112-42101	C-COPIES	194.31
<b>Vendor AME41 - AMERICAN LEGAL PUBLISHING Total:</b>					<b>2,191.21</b>
<b>Vendor: AME52 - AMERICAN MESSAGING SERVICE, LLC</b>					
W4102378TG	91482	07/12/2019	100-231-43101	PAGERS- FD	25.94
<b>Vendor AME52 - AMERICAN MESSAGING SERVICE, LLC Total:</b>					<b>25.94</b>
<b>Vendor: AME22 - AMERICAN STAGE TOURS</b>					
26815	91385	07/05/2019	209-552-43804	TOUR TO ROARNG CAMP RAILROAD SC	4,784.00
<b>Vendor AME22 - AMERICAN STAGE TOURS Total:</b>					<b>4,784.00</b>
<b>Vendor: AME47 - AMERINATIONAL COMMUNITY SERVICES, INC.</b>					
19-00403	91483	07/12/2019	285-464-42101	BANKRUPTCY SERVICE FEE	116.10
19-00403	91483	07/12/2019	750-463-42101	BANKRUPTCY SERVICE FEE	61.15
19-00483	91483	07/12/2019	285-464-42101	BANKRUPTCY SERVICE FEE	116.10
19-00483	91483	07/12/2019	750-463-42101	BANKRUPTCY SERVICE FEE	61.15
<b>Vendor AME47 - AMERINATIONAL COMMUNITY SERVICES, INC. Total:</b>					<b>354.50</b>
<b>Vendor: TUC03 - ANITA L. TUCCI-SMITH, LLC</b>					
PC10PINOLE-FY18/19	91386	07/05/2019	212-461-42101	PLANING COMMISION MINUTES	337.50
<b>Vendor TUC03 - ANITA L. TUCCI-SMITH, LLC Total:</b>					<b>337.50</b>
<b>Vendor: ROD01 - ANNETTE RODRIGUEZ</b>					
63019	91387	07/05/2019	209-552-43802	EXERCISE 12 CLASSES	540.00
<b>Vendor ROD01 - ANNETTE RODRIGUEZ Total:</b>					<b>540.00</b>
<b>Vendor: PEL02 - APEX REFRIGERATION CORP.</b>					
09067	91388	07/05/2019	209-552-42107	MAINTENANCE SENIOR CENTER	247.50
09325	91388	07/05/2019	209-552-42107	MAINTENANCE SENIOR CENTER	360.75
<b>Vendor PEL02 - APEX REFRIGERATION CORP. Total:</b>					<b>608.25</b>
<b>Vendor: ARA01 - ARAMARK UNIFORM SERVICES</b>					
21672450	91389	07/05/2019	500-641-44410	UNIFORM SERVICES- PUBLIC WORKS	182.10
704398791	91484	07/12/2019	100-222-44410	SAFETY CLOTHING PD	12.98
704419434	91484	07/12/2019	209-552-43804	KITCHEN SUPPLIES SENIOR CENTER	182.33
704419442	91484	07/12/2019	100-222-44410	SAFETY CLOTHING PD	7.08

## WARRANT LISTING

Payment Dates: 06/29/2019 - 07/12/2019

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
704429737	91484	07/12/2019	209-552-43804	KITCHEN SUPPLIES SENIOR CENTER	149.37
704429744	91484	07/12/2019	100-222-44410	SAFETY CLOTHING PD	2.95
704440046	91484	07/12/2019	209-552-43804	KITCHEN SUPPLIES SENIOR CENTER	182.33
704450389	91484	07/12/2019	209-552-43804	KITCHEN SUPPLIES SENIOR CENTER	214.93
704460812	91484	07/12/2019	100-222-44410	SAFETY CLOTHING PD	4.51
JUNE 30 19-3900	91484	07/12/2019	100-231-44410	MONTHLY STATEMENT- FIRE	257.22
JUNE 30 19-4714	91484	07/12/2019	100-342-44410	MONTHLY STATEMENT-VEHICLE MAINTENANCE	279.52
JUNE 30 19-4715	91484	07/12/2019	207-344-44410	MONTHLY STATEMENT-NPDES STORM WATER	123.20
JUNE 30 19-4717	91484	07/12/2019	500-642-44410	MONTHLY STATEMENT-SEWER COLLECTION	170.72
JUNE 30 19-4718	91484	07/12/2019	100-343-44410	MONTHLY STATEMENT-GENERAL MAINTENANCE	159.41
JUNE 30 19-4719	91484	07/12/2019	500-641-44410	MONTHLY STATEMENT- WPCP	1,209.70
Vendor ARA01 - ARAMARK UNIFORM SERVICES Total:					3,138.35
Vendor: ARM04 - ARMOR LOCKSMITH SERVICES					
69425	91390	07/05/2019	100-343-42108	KEY RING- PW	37.80
Vendor ARM04 - ARMOR LOCKSMITH SERVICES Total:					37.80
Vendor: ATT01 - AT&T					
000013157563	91391	07/05/2019	525-118-43101	1099BAN CABLE SERVICES IT	1,062.18
000013209344	91391	07/05/2019	525-118-43101	9350CABLE SERVICES IT	1,895.29
Vendor ATT01 - AT&T Total:					2,957.47
Vendor: AVE03 - AVERY ASSOCIATES					
2740	91392	07/05/2019	212-461-42504	RECRUITMENT OF PLANNING MANAGER PRESENTATION COMPL	5,000.00
Vendor AVE03 - AVERY ASSOCIATES Total:					5,000.00
Vendor: BAR42 - BARNEY & RUSSUM ANIMAL CLINIC					
300441	91393	07/05/2019	100-221-42514	MEDICAL SERVICES MILO- PD	301.10
Vendor BAR42 - BARNEY & RUSSUM ANIMAL CLINIC Total:					301.10
Vendor: DUG01 - BARRY DUGGAN					
70319	91485	07/12/2019	100-221-42514	REIMBURSEMENT FOR DOG FOOD K9 KAIZER	102.79
Vendor DUG01 - BARRY DUGGAN Total:					102.79
Vendor: BAY04 - BAY AREA BARRICADE SVC.					
0004165	91394	07/05/2019	100-343-42107	SUPPLIES/PARTS- PW	26.10
Vendor BAY04 - BAY AREA BARRICADE SVC. Total:					26.10
Vendor: BAY34 - BAY AREA NEWS GROUP					
0001203414	91486	07/12/2019	100-112-42514	MONTHLY STATEMENT CLASSIFIED ADVERTISEMENT	436.50
0001203414	91486	07/12/2019	212-461-42514	MONTHLY STATEMENT CLASSIFIED ADVERTISEMENT	104.40
Vendor BAY34 - BAY AREA NEWS GROUP Total:					540.90
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
5752565	91395	07/05/2019	209-552-43804	FOOD PROGRAM SENIOR CENTER	1,020.71
5752566	91395	07/05/2019	209-552-43807	FOOD PROGRAM SENIOR CENTER	145.45
5757321	91395	07/05/2019	209-552-43804	FOOD PROGRAM SENIOR CENTER	885.29
5763294	91487	07/12/2019	209-552-43804	FOOD PROGRAM SC	1,200.26
Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:					3,251.71
Vendor: BLU03 - BLUE LAGOON POOL SERVICE					
14744	91396	07/05/2019	209-557-42108	WINTER POOL SERVICE	1,595.00
Vendor BLU03 - BLUE LAGOON POOL SERVICE Total:					1,595.00

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
<b>Vendor: BOU01 - BOUND TREE MEDICAL, LLC</b>					
83255534	91397	07/05/2019	100-231-42104	PARAMEDIC SUPPLIES- FD	12,554.68
83257063	91397	07/05/2019	100-231-42104	PARAMEDIC SUPPLIES- FD	310.72
83258677	91488	07/12/2019	100-231-42104	PARAMEDIC SUPPLIES- FD	177.47
83260527	91488	07/12/2019	100-231-42104	PARAMEDIC SUPPLIES- FD	4.58
CM000000018632	91488	07/12/2019	100-231-42104	PARAMEDIC SUPPLIES- FD	-72.00
<b>Vendor BOU01 - BOUND TREE MEDICAL, LLC Total:</b>					<b>12,975.45</b>
<b>Vendor: UME00 - BRIAN UMEKI</b>					
63019	91398	07/05/2019	209-552-43802	TAI CHI CLASSES	255.85
<b>Vendor UME00 - BRIAN UMEKI Total:</b>					<b>255.85</b>
<b>Vendor: CNO01 - C.N.O.A</b>					
70119	91399	07/05/2019	100-221-42301	SERGEAN ROBERTS TO ATTEND HUMAN TRAFFICKING COURSE	100.00
<b>Vendor CNO01 - C.N.O.A Total:</b>					<b>100.00</b>
<b>Vendor: CAL04 - CALCON SYSTEMS, INC.</b>					
44692	91400	07/05/2019	500-641-42107	SERVICE CALLS- TP	2,578.22
<b>Vendor CAL04 - CALCON SYSTEMS, INC. Total:</b>					<b>2,578.22</b>
<b>Vendor: CCP03 - CCP INDUSTRIES</b>					
IN02343723	91401	07/05/2019	100-343-42514	SUPPLIES- PW	212.58
<b>Vendor CCP03 - CCP INDUSTRIES Total:</b>					<b>212.58</b>
<b>Vendor: CIT08 - CITY MECHANICAL, INC</b>					
56295	91402	07/05/2019	100-343-42108	SERVICE CITY HALL	684.70
56417	91402	07/05/2019	100-343-42108	SERVICE POST OFFICE	427.10
56418	91402	07/05/2019	209-553-42108	SERVICE TINY TOTS	239.31
56420	91402	07/05/2019	209-552-42108	SERVICE SENIOR CENTER	428.73
56422	91402	07/05/2019	209-558-42108	SERVICE MEMORIAL HALL	365.36
56424	91402	07/05/2019	209-554-42108	SERVICE YOUTH CENTER	842.00
56426	91402	07/05/2019	100-222-42108	SERVICE PUBLIC SAFETY BUILDING	954.04
56442	91402	07/05/2019	100-222-42108	SERVICE PUBLIC SAFETY BLDG	457.66
56445	91402	07/05/2019	100-222-42108	SERVICE PUBLIC SAFETY BUILDING	1,923.66
56447	91402	07/05/2019	100-222-42108	SERVICE PUBLIC SAFETY BLDG	858.94
56448	91402	07/05/2019	209-552-42108	SERVICE SENIOR CENTER	674.21
<b>Vendor CIT08 - CITY MECHANICAL, INC Total:</b>					<b>7,855.71</b>
<b>Vendor: CON16 - CITY OF CONCORD</b>					
64732612	91489	07/12/2019	100-115-42201	PRINTING SERVICES- WINDOW ENVELOEPS	205.74
78343	91403	07/05/2019	209-552-43809	JULY 2019 NEWSLETTER SENIOR CENTER	285.97
<b>Vendor CON16 - CITY OF CONCORD Total:</b>					<b>491.71</b>
<b>Vendor: COL02 - COLE-PARMER INSTRUMENT CO</b>					
1919611	91404	07/05/2019	500-641-44305	SUPPLIES- TP	99.65
<b>Vendor COL02 - COLE-PARMER INSTRUMENT CO Total:</b>					<b>99.65</b>
<b>Vendor: COM20 - COMCAST</b>					
JUNE 19-8658	91405	07/05/2019	100-231-43105	COMCAST BUSINESS CABLE FIRE	54.44
<b>Vendor COM20 - COMCAST Total:</b>					<b>54.44</b>
<b>Vendor: CON56 - CONCENTRA MEDICAL CENTERS</b>					
64732612	91490	07/12/2019	100-221-42101	NON REG USD PREPL	75.00
<b>Vendor CON56 - CONCENTRA MEDICAL CENTERS Total:</b>					<b>75.00</b>
<b>Vendor: CON13 - CONTRA COSTA COUNTY AUDITOR-CONTROLLER</b>					
1920-0013	91491	07/12/2019	100-117-42401	LAFCO NET COST APPNT FOR FY 2019-20	6,093.08
<b>Vendor CON13 - CONTRA COSTA COUNTY AUDITOR-CONTROLLER Total:</b>					<b>6,093.08</b>

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
<b>Vendor: 1616 - CONTRA COSTA COUNTY</b>					
12562	91406	07/05/2019	100-231-42105	TELECOMMUNICATION SERVICES FOR THE MONTH OF MAY 20	128.00
<b>Vendor 1616 - CONTRA COSTA COUNTY Total:</b>					<b>128.00</b>
<b>Vendor: CON26 - CONTRA COSTA HEALTH SERVICES</b>					
62419	91407	07/05/2019	100-222-42101	SART EXAM PERIOD JAN 2019	1,700.00
INV0227221	91493	07/12/2019	209-552-42514	PRD KTCHN (RISK1)	261.00
INV0227289	91492	07/12/2019	209-552-42514	PRD KITCHN ADDT. PERMIT (RISK1)	130.50
<b>Vendor CON26 - CONTRA COSTA HEALTH SERVICES Total:</b>					<b>2,091.50</b>
<b>Vendor: 1403 - DALILA SANCHEZ</b>					
71219	91494	07/12/2019	209-20308	UNCLAIMED PROP CK#89364	750.00
71219	91494	07/12/2019	209-552-38112	UNCLAIMED PROP CK#89364	-60.00
<b>Vendor 1403 - DALILA SANCHEZ Total:</b>					<b>690.00</b>
<b>Vendor: DAR02 - DARLING INGREDIENTS INC.</b>					
600 ;3236492	91495	07/12/2019	209-552-43810	ENERGY/TRAP SERVICE CHARGE-SC	169.71
<b>Vendor DAR02 - DARLING INGREDIENTS INC. Total:</b>					<b>169.71</b>
<b>Vendor: DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE</b>					
377125	91496	07/12/2019	100-116-42110	FINGERPRINT SERVICES- PD	128.00
377125	91496	07/12/2019	100-221-42110	FINGERPRINT SERVICES- PD	277.00
<b>Vendor DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE Total:</b>					<b>405.00</b>
<b>Vendor: 1621 - DIANE HOLLEMAN</b>					
70319	91497	07/12/2019	209-555-36405	FULL REFUND OF CAMP REGISTRATION FEES	800.00
<b>Vendor 1621 - DIANE HOLLEMAN Total:</b>					<b>800.00</b>
<b>Vendor: 1614 - DIMINIC CIOTOLA</b>					
2338	91408	07/05/2019	100-231-42301	ACLS RENEWAL MARCH 8 2019	320.00
<b>Vendor 1614 - DIMINIC CIOTOLA Total:</b>					<b>320.00</b>
<b>Vendor: DIV01 - DIVERSIFIED RISK/HUB INTERNATIONAL</b>					
JUNE 2019	91498	07/12/2019	209-551-38112	SPECIAL EVENTS INSURANCE FOR THE MONTH OF JUNE	317.93
JUNE 2019	91498	07/12/2019	209-552-38112	SPECIAL EVENTS INSURANCE FOR THE MONTH OF JUNE	553.44
JUNE 2019	91498	07/12/2019	209-554-38112	SPECIAL EVENTS INSURANCE FOR THE MONTH OF JUNE	102.24
JUNE 2019	91498	07/12/2019	209-557-38112	SPECIAL EVENTS INSURANCE FOR THE MONTH OF JUNE	109.46
<b>Vendor DIV01 - DIVERSIFIED RISK/HUB INTERNATIONAL Total:</b>					<b>1,083.07</b>
<b>Vendor: EAS15 - EAST BAY MUNICIPAL UTILITY DISTRICT</b>					
34826	91499	07/12/2019	500-641-42101	QUERYING AND COMPILATION HOURS	199.80
<b>Vendor EAS15 - EAST BAY MUNICIPAL UTILITY DISTRICT Total:</b>					<b>199.80</b>
<b>Vendor: EBM01 - EBMUD</b>					
13648-62819	91409	07/05/2019	100-343-43102	2161 Plum St--Parking Lot Irrigation	74.40
24589-62619	91409	07/05/2019	100-345-43102	592 Marlesta Rd--Irrigation Use Only	515.03
26819-62419	91409	07/05/2019	100-345-43102	2501 Pfeiffer Way--Irrigation Use Only	137.30
29821-62819	91409	07/05/2019	209-552-43102	2500 Charles St--Senior Center	792.78
29852-62819	91409	07/05/2019	209-552-43102	2500 Charles St--Senior Center	838.22
31771-62619	91409	07/05/2019	100-343-43102	2691 APPALOOSA TRAIL-IRRIGATION USE ONLY	137.30
31772-62619	91409	07/05/2019	100-343-43102	2785 SIMAS AVE--IRRIGATION USE ONLY	137.30
31774-62719	91409	07/05/2019	100-343-43102	3001 Simas Ave--Irrigation Use Only	74.40

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31775-62719	91409	07/05/2019	100-343-43102	3061 Simas Ave--Irrigation Use Only	74.40
32000-62819	91409	07/05/2019	201-343-43102	2361 San Pablo Ave--Offices--Old Bank Building	499.84
32187-62719	91409	07/05/2019	100-343-43102	2601 Charles St--Irrigation Use Only	49.26
35474-62519	91409	07/05/2019	209-559-43102	2937 Pinole Valley Rd--Tennis Court Restrooms	54.55
40499-62819	91409	07/05/2019	100-343-43102	1230 Pinole Valley Rd--Irrigation Use Only	49.26
40787-62819	91409	07/05/2019	201-343-43102	2361 San Pablo Ave--Irrigation Use Only	49.26
41397-62819	91409	07/05/2019	100-343-43102	1601 Marlesta Rd--Irrigation Use Only	49.26
44461-62819	91409	07/05/2019	100-110-43102	2131 Pear St--Offices--City Hall	2.39
44461-62819	91409	07/05/2019	100-111-43102	2131 Pear St--Offices--City Hall	5.71
44461-62819	91409	07/05/2019	100-112-43102	2131 Pear St--Offices--City Hall	5.23
44461-62819	91409	07/05/2019	100-115-43102	2131 Pear St--Offices--City Hall	15.50
44461-62819	91409	07/05/2019	100-116-43102	2131 Pear St--Offices--City Hall	5.23
44461-62819	91409	07/05/2019	100-117-43102	2131 Pear St--Offices--City Hall	41.84
44461-62819	91409	07/05/2019	100-343-43102	2131 Pear St--Offices--City Hall	74.56
44461-62819	91409	07/05/2019	200-342-43102	2131 Pear St--Offices--City Hall	13.31
44461-62819	91409	07/05/2019	212-461-43102	2131 Pear St--Offices--City Hall	5.04
44461-62819	91409	07/05/2019	212-462-43102	2131 Pear St--Offices--City Hall	13.41
44461-62819	91409	07/05/2019	285-464-43102	2131 Pear St--Offices--City Hall	3.99
44461-62819	91409	07/05/2019	505-119-43102	2131 Pear St--Offices--City Hall	3.99
45474-62819	91409	07/05/2019	100-110-43102	2131 Pear St--Offices--City Hall	6.22
45474-62819	91409	07/05/2019	100-111-43102	2131 Pear St--Offices--City Hall	15.00
45474-62819	91409	07/05/2019	100-112-43102	2131 Pear St--Offices--City Hall	13.75
45474-62819	91409	07/05/2019	100-115-43102	2131 Pear St--Offices--City Hall	40.74
45474-62819	91409	07/05/2019	100-116-43102	2131 Pear St--Offices--City Hall	13.75
45474-62819	91409	07/05/2019	100-117-43102	2131 Pear St--Offices--City Hall	109.96
45474-62819	91409	07/05/2019	100-343-43102	2131 Pear St--Offices--City Hall	195.94
45474-62819	91409	07/05/2019	200-342-43102	2131 Pear St--Offices--City Hall	34.99
45474-62819	91409	07/05/2019	212-461-43102	2131 Pear St--Offices--City Hall	13.25
45474-62819	91409	07/05/2019	212-462-43102	2131 Pear St--Offices--City Hall	35.24
45474-62819	91409	07/05/2019	285-464-43102	2131 Pear St--Offices--City Hall	10.50
45474-62819	91409	07/05/2019	505-119-43102	2131 Pear St--Offices--City Hall	10.50
53826-62119	91409	07/05/2019	310-348-47202	2677 Pinole Valley Rd--Irrigation Use Only	594.13
54167-62819	91409	07/05/2019	100-345-43102	1600 Primrose Lane--Irrigation Use Only	550.50
54625-62819	91409	07/05/2019	209-558-43102	601 Tennent Ave--Memorial Hall	255.70
64589-62619	91409	07/05/2019	100-345-43102	659 Tennent Ave--Parks & Gardens--Blackies Storage	49.26
64595-62819	91409	07/05/2019	209-554-43102	635 Tennent Ave--Pinole Youth Center/CTV	141.01
64595-62819	91409	07/05/2019	505-119-43102	635 Tennent Ave--Pinole Youth Center/CTV	141.01
64596-62819	91409	07/05/2019	100-345-43102	2310 Park St--Fernandez Park Baseball Field	1,757.40
65167-62819	91409	07/05/2019	201-343-43102	2100 San Pablo Ave--Offices--Faria House	319.05
65168-62619	91409	07/05/2019	201-343-43102	2100 San Pablo Ave--Irrigation Use Only	49.26
65169-62819	91409	07/05/2019	201-343-43102	2100 San Pablo Ave--Offices--Faria House	89.68
65183-62819	91409	07/05/2019	201-343-43102	2361 San Pablo Ave--Old Bank Building	49.26
65190-62719	91409	07/05/2019	201-343-43102	813 Fernandez Ave--Irrigation Use Only	49.26

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
65395-62819	91409	07/05/2019	100-345-43102	1095 Nob Hill Ave--Parks & Gardens--Meadow Park	715.16
65422-62819	91409	07/05/2019	500-641-43102	80 TENNENT AVE--WASTE WATER TREATMENT PLANT	2,138.28
65553-62719	91409	07/05/2019	100-343-43102	2301 1/2 San Pablo Ave--Irrigation Use Only	74.40
65569-62819	91409	07/05/2019	209-558-43102	601 Tennent Ave--Memorial Hall	111.43
65922-62619	91409	07/05/2019	100-343-43102	636 Tennent Ave--Irrigation Use Only	49.26
65923-62819	91409	07/05/2019	100-231-43102	880 Tennent Ave--Public Safety Facility/Building	499.84
65924-62819	91409	07/05/2019	100-222-43102	880 Tennent Ave--Public Safety Facility/Building	530.93
65924-62819	91409	07/05/2019	100-223-43102	880 Tennent Ave--Public Safety Facility/Building	117.98
65924-62819	91409	07/05/2019	100-231-43102	880 Tennent Ave--Public Safety Facility/Building	530.93
66363-62819	91409	07/05/2019	100-345-43102	1818 Canyon Dr--Irrigation Use Only	351.76
66529-626219	91409	07/05/2019	100-345-43102	656 Pinole Shores Dr--Irrigation Use Only	74.40
66531-62619	91409	07/05/2019	100-343-43102	800 PINOLE SHORES DR--IRRIGATION USE ONLY	137.30
66532-62719	91409	07/05/2019	100-343-43102	901 Pinole Shores Dr--Irrigation Use Only	74.40
66535-62719	91409	07/05/2019	100-343-43102	1001 Pinole Shores Dr--Irrigation Use Only	74.40
66536-62819	91409	07/05/2019	100-343-43102	2401 Del Monte Way--Irrigation Use Only	49.26
66640-62619	91409	07/05/2019	100-343-43102	726 San Pablo Ave--Irrigation Use Only	74.40
66641-62819	91409	07/05/2019	100-343-43102	880 San Pablo Ave--Irrigation Use Only	455.28
66642-62619	91409	07/05/2019	100-343-43102	1400 San Pablo Ave--Irrigation Use Only	66.96
66643-62619	91409	07/05/2019	100-343-43102	2000 San Pablo Ave--Irrigation Use Only	74.40
70108-62819	91409	07/05/2019	310-347-43102	1303 Pinole Valley Rd--Irrigation Use Only	49.26
71919-62619	91409	07/05/2019	100-343-43102	2329 Orleans Dr--Irrigation Use Only	49.26
88057-62619	91409	07/05/2019	100-343-43102	1960 Sarah Dr--Irrigation Use Only	212.72
<b>Vendor EBM01 - EBMUD Total:</b>					<b>14,780.13</b>
<b>Vendor: ECO05 - ECOLAB</b>					
3875313	91500	07/12/2019	209-552-43811	SANITARY SUPPLIES- SC	401.98
<b>Vendor ECO05 - ECOLAB Total:</b>					<b>401.98</b>
<b>Vendor: ELE01 - ELECTRONIC INNOVATIONS, INC.</b>					
69501	91501	07/12/2019	100-343-42108	INSTALLATION AND REPLACEMENT	1,088.24
<b>Vendor ELE01 - ELECTRONIC INNOVATIONS, INC. Total:</b>					<b>1,088.24</b>
<b>Vendor: 1619 - ELIA PELKEY</b>					
70319	91502	07/12/2019	209-555-36405	FULL REFUND OF SUMMER CAMP REGISTRATION	250.00
<b>Vendor 1619 - ELIA PELKEY Total:</b>					<b>250.00</b>
<b>Vendor: 1607 - EMC RESEARCH, INC.</b>					
13409	91413	07/05/2019	105-231-42101	FIRE SERVICE DELIVERY STUDY 5/22-6/28/19	10,000.00
<b>Vendor 1607 - EMC RESEARCH, INC. Total:</b>					<b>10,000.00</b>

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
<b>Vendor: ERI03 - ERICK WILSON</b>					
63019	91503	07/12/2019	505-119-42101	PROFESSIONAL SERVICES- CTV	1,300.13
<b>Vendor ERI03 - ERICK WILSON Total:</b>					<b>1,300.13</b>
<b>Vendor: FAR01 - FARMER BROS. COFFEE</b>					
69215560	91414	07/05/2019	209-552-43804	COFFEE SENIOR CENTER	577.48
<b>Vendor FAR01 - FARMER BROS. COFFEE Total:</b>					<b>577.48</b>
<b>Vendor: FAS02 - FASTENAL</b>					
CAS1716141	91415	07/05/2019	500-641-42107	PARTS- TP	124.96
<b>Vendor FAS02 - FASTENAL Total:</b>					<b>124.96</b>
<b>Vendor: 1612 - FIRST VANGUARD RENTALS &amp; SALES</b>					
6553	91416	07/05/2019	106-343-47202	SUPPLIES/PARTS/MATERIALS- PW	18,000.00
6553	91416	07/05/2019	215-343-47202	SUPPLIES/PARTS/MATERIALS- PW	1,929.55
<b>Vendor 1612 - FIRST VANGUARD RENTALS &amp; SALES Total:</b>					<b>19,929.55</b>
<b>Vendor: ATW00 - FLO ATWOOD</b>					
70119	91417	07/05/2019	209-552-43804	REIMBURSEMENT BBQ LUNCHEON DESSERT	54.90
<b>Vendor ATW00 - FLO ATWOOD Total:</b>					<b>54.90</b>
<b>Vendor: FOR02 - FORENSIC SERVICES DIVISION</b>					
PINPD-1905	91418	07/05/2019	100-222-42101	ALCOHOL/TOXOLOGY/ANALYSIS- PD	3,385.00
<b>Vendor FOR02 - FORENSIC SERVICES DIVISION Total:</b>					<b>3,385.00</b>
<b>Vendor: 1224 - GENE ALAMEDA</b>					
70119	91419	07/05/2019	100-221-42302	LIUTENANT ALAMEDA TO ATTEND ALCOHOL POLICING TRAIN	687.90
70119	91419	07/05/2019	100-221-42303	LIUTENANT ALAMEDA TO ATTEND ALCOHOL POLICING TRAIN	180.00
<b>Vendor 1224 - GENE ALAMEDA Total:</b>					<b>867.90</b>
<b>Vendor: GLO08 - GLOBALSTAR</b>					
1000000010381932	91504	07/12/2019	525-118-43101	MONTHLY CHARGES	114.57
<b>Vendor GLO08 - GLOBALSTAR Total:</b>					<b>114.57</b>
<b>Vendor: VER02 - GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP</b>					
9832180234	91420	07/05/2019	525-118-43101	PHONE/MONITORS- PD/FD May 16- Jun 15 2019	4,346.29
<b>Vendor VER02 - GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP Total:</b>					<b>4,346.29</b>
<b>Vendor: HAC01 - HACH COMPANY</b>					
11480017	91421	07/05/2019	500-641-44305	SUPPLIES- TP	150.41
11526308	91421	07/05/2019	500-641-44305	SUPPLIES- TP	862.51
<b>Vendor HAC01 - HACH COMPANY Total:</b>					<b>1,012.92</b>
<b>Vendor: HAR01 - HARRINGTON IND.PLASTICS</b>					
006L0978	91422	07/05/2019	500-641-42107	PARTS/SUPPLES- TP	1,106.27
006L1111	91422	07/05/2019	500-641-42107	PARTS- TP	317.93
006L1201	91422	07/05/2019	500-641-42107	PARTS- TP	1,548.43
<b>Vendor HAR01 - HARRINGTON IND.PLASTICS Total:</b>					<b>2,972.63</b>
<b>Vendor: HEA01 - HEALTH CARE DENTAL TRUST</b>					
JULY 2019	91505	07/12/2019	100-110-41002	DENTAL PREMIUMS FOR JULY 2019	581.32
JULY 2019	91505	07/12/2019	100-111-41002	DENTAL PREMIUMS FOR JULY 2019	133.72
JULY 2019	91505	07/12/2019	100-112-41002	DENTAL PREMIUMS FOR JULY 2019	156.94
JULY 2019	91505	07/12/2019	100-113-41002	DENTAL PREMIUMS FOR JULY 2019	62.18
JULY 2019	91505	07/12/2019	100-115-41002	DENTAL PREMIUMS FOR JULY 2019	470.82

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Payment Dates: 06/29/2019 - 07/12/2019

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
JULY 2019	91505	07/12/2019	100-116-41002	DENTAL PREMIUMS FOR JULY 2019	219.12
JULY 2019	91505	07/12/2019	100-117-41002	DENTAL PREMIUMS FOR JULY 2019	156.94
JULY 2019	91505	07/12/2019	100-221-41002	DENTAL PREMIUMS FOR JULY 2019	2,648.16
JULY 2019	91505	07/12/2019	100-221-41002	DENTAL PREMIUMS FOR JULY 2019	156.94
JULY 2019	91505	07/12/2019	100-222-41002	DENTAL PREMIUMS FOR JULY 2019	352.84
JULY 2019	91505	07/12/2019	100-223-41002	DENTAL PREMIUMS FOR JULY 2019	1,467.16
JULY 2019	91505	07/12/2019	100-231-41002	DENTAL PREMIUMS FOR JULY 2019	1,388.98
JULY 2019	91505	07/12/2019	100-341-41002	DENTAL PREMIUMS FOR JULY 2019	447.60
JULY 2019	91505	07/12/2019	100-343-41002	DENTAL PREMIUMS FOR JULY 2019	761.48
JULY 2019	91505	07/12/2019	105-221-41002	DENTAL PREMIUMS FOR JULY 2019	447.60
JULY 2019	91505	07/12/2019	105-231-41002	DENTAL PREMIUMS FOR JULY 2019	133.72
JULY 2019	91505	07/12/2019	106-231-41002	DENTAL PREMIUMS FOR JULY 2019	156.94
JULY 2019	91505	07/12/2019	204-227-41002	DENTAL PREMIUMS FOR JULY 2019	156.94
JULY 2019	91505	07/12/2019	209-551-41002	DENTAL PREMIUMS FOR JULY 2019	156.94
JULY 2019	91505	07/12/2019	209-552-41002	DENTAL PREMIUMS FOR JULY 2019	124.36
JULY 2019	91505	07/12/2019	209-554-41002	DENTAL PREMIUMS FOR JULY 2019	156.94
JULY 2019	91505	07/12/2019	500-641-41002	DENTAL PREMIUMS FOR JULY 2019	1,215.46
JULY 2019	91505	07/12/2019	500-642-41002	DENTAL PREMIUMS FOR JULY 2019	281.30
JULY 2019	91505	07/12/2019	505-119-41002	DENTAL PREMIUMS FOR JULY 2019	94.76
JULY 2019	91505	07/12/2019	998-20105	DENTAL PREMIUMS FOR JULY 2019	405.66
JULY 2019	91505	07/12/2019	998-20105	DENTAL PREMIUMS FOR JULY 2019	62.18
Vendor HEA01 - HEALTH CARE DENTAL TRUST Total:					12,397.00
Vendor: 1098 - HILLYARD, INC					
603483133	91423	07/05/2019	209-552-43811	SANITARY SUPPLIES SENIOR CENTER	189.39
Vendor 1098 - HILLYARD, INC Total:					189.39
Vendor: HOM01 - HOME DEPOT CREDIT SERVICE					
JUNE 21 19	91424	07/05/2019	100-222-42108	JUNE STMT FULL PAYMENT	35.61
JUNE 21 19	91424	07/05/2019	100-343-42108	JUNE STMT FULL PAYMENT	2,088.01
JUNE 21 19	91424	07/05/2019	100-345-42108	JUNE STMT FULL PAYMENT	76.42
JUNE 21 19	91424	07/05/2019	100-345-42108	JUNE STMT FULL PAYMENT	39.05
JUNE 21 19	91424	07/05/2019	207-344-42108	JUNE STMT FULL PAYMENT	9.74
JUNE 21 19	91424	07/05/2019	209-552-42108	JUNE STMT FULL PAYMENT	609.76
JUNE 21 19	91424	07/05/2019	209-553-42108	JUNE STMT FULL PAYMENT	93.56
JUNE 21 19	91424	07/05/2019	500-641-42107	JUNE STMT FULL PAYMENT	79.50
Vendor HOM01 - HOME DEPOT CREDIT SERVICE Total:					3,031.65
Vendor: IED02 - IEDA					
22626	91506	07/12/2019	100-116-42101	LABOR RELATIONS CONSULTING FROM 7/01-7/31/19	2,197.00
Vendor IED02 - IEDA Total:					2,197.00



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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
<b>Vendor: 1368 - INTERACTIVE RESOURCES, INC.</b>					
181470	91425	07/05/2019	106-117-42101	2018-040-01 FARIA HOUSE- CITY OF PINOLE MAY 2019	7,738.35
<b>Vendor 1368 - INTERACTIVE RESOURCES, INC. Total:</b>					<b>7,738.35</b>
<b>Vendor: 1624 - INTERNATIONAL SOCIETY OF ARBORICULTURE</b>					
70819	91507	07/12/2019	100-345-42401	POROFESIONAL MEMBERSHIP	185.00
<b>Vendor 1624 - INTERNATIONAL SOCIETY OF ARBORICULTURE Total:</b>					<b>185.00</b>
<b>Vendor: CUL03 - ISING'S CULLIGAN-LIVERMORE</b>					
379X01358709	91426	07/05/2019	500-641-44305	PORTABLE/DEIONIZATION SERVICE 5/01-5/31/19	417.50
379X01653406	91426	07/05/2019	500-641-44305	DEIONIZATION/PORTABLE SERVICE 7/01-7/31/19	442.55
<b>Vendor CUL03 - ISING'S CULLIGAN-LIVERMORE Total:</b>					<b>860.05</b>
<b>Vendor: MOO14 - ISSAC MOORE</b>					
63019	91427	07/05/2019	209-552-43802	EXERCISE 3 CLASSES	135.00
<b>Vendor MOO14 - ISSAC MOORE Total:</b>					<b>135.00</b>
<b>Vendor: 1285 - JACKSON LEWIS P.C.</b>					
7348129	91508	07/12/2019	100-116-46126	PROFESSIONAL SERVICES RENDERED ENDING MAY 31, 2019	1,365.00
<b>Vendor 1285 - JACKSON LEWIS P.C. Total:</b>					<b>1,365.00</b>
<b>Vendor: COR15 - JACQUELINE L CORL-SEIDEL</b>					
63019	91428	07/05/2019	209-552-43802	BALANCE CLASSES	368.55
<b>Vendor COR15 - JACQUELINE L CORL-SEIDEL Total:</b>					<b>368.55</b>
<b>Vendor: 1611 - JANICE M. BYER</b>					
63019	91429	07/05/2019	209-552-43802	EXERCISE 4 CLASSES	180.00
<b>Vendor 1611 - JANICE M. BYER Total:</b>					<b>180.00</b>
<b>Vendor: JAN92 - JAN-PRO OF THE GREATER BAY AREA</b>					
92030	91430	07/05/2019	209-554-42108	JULY JANITORIAL SERVICES YOUTH CENTER	449.00
92031	91430	07/05/2019	209-552-42108	JULY JANITORIAL SERVICES- SENIOR CENTER	415.00
<b>Vendor JAN92 - JAN-PRO OF THE GREATER BAY AREA Total:</b>					<b>864.00</b>
<b>Vendor: 1626 - JOE BINGAMAN</b>					
71119	91509	07/12/2019	100-345-42401	REIMBURSEMENT FOR PROFESSIONAL ASSOCIATION MEMBERS	55.00
<b>Vendor 1626 - JOE BINGAMAN Total:</b>					<b>55.00</b>
<b>Vendor: 1549 - Jonathan Porter</b>					
63019	91431	07/05/2019	100-221-42302	ATTEND FIELD TRAINING OFFICER COURSE WINSOR, CA	438.51
63019	91431	07/05/2019	100-221-42303	ATTEND FIELD TRAINING OFFICER COURSE WINSOR, CA	225.00
<b>Vendor 1549 - Jonathan Porter Total:</b>					<b>663.51</b>
<b>Vendor: ROG06 - JUSTIN ROGERS</b>					
70119	91432	07/05/2019	100-221-42302	SERGEANT ROGERS TO ATTEND POST SUPERVISORY LEADERS	396.68
70119	91432	07/05/2019	100-221-42303	SERGEANT ROGERS TO ATTEND POST SUPERVISORY LEADERS	135.00
<b>Vendor ROG06 - JUSTIN ROGERS Total:</b>					<b>531.68</b>
<b>Vendor: 1567 - KEN GRADY CO INC.</b>					
3675	91433	07/05/2019	500-641-42107	PARTS- TP	341.04
<b>Vendor 1567 - KEN GRADY CO INC. Total:</b>					<b>341.04</b>
<b>Vendor: 1610 - KRISTIN URRUTIA</b>					
62219	91434	07/05/2019	209-20308	REFUND PSC HALL RENTAL DEPOSIT 6/22/19	750.00
<b>Vendor 1610 - KRISTIN URRUTIA Total:</b>					<b>750.00</b>

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<b>Vendor: 1424 - KRISTINA SANTOYO</b>					
60319	91435	07/05/2019	209-552-43811	PETTY CASH REPORT 6/24-7/7/19	12.20
<b>Vendor 1424 - KRISTINA SANTOYO Total:</b>					<b>12.20</b>
<b>Vendor: KUB00 - KUBWATER RESOURCES, INC.</b>					
08743	91436	07/05/2019	500-641-44303	ZETAG TOTES TP	8,416.41
<b>Vendor KUB00 - KUBWATER RESOURCES, INC. Total:</b>					<b>8,416.41</b>
<b>Vendor: LEA01 - LEAGUE OF CALIFORNIA CITIES</b>					
105194	91510	07/12/2019	100-117-42514	2019 LOCAL STREETS AND ROADS NEEDS ASSESSMENT	300.00
4709	91437	07/05/2019	100-110-42303	EAST BAY DIVISION MEETING 6/19/19- NORMA RUBIN	50.00
<b>Vendor LEA01 - LEAGUE OF CALIFORNIA CITIES Total:</b>					<b>350.00</b>
<b>Vendor: 1606 - LEFTA SYSTEMS</b>					
2211	91438	07/05/2019	105-221-42510	MANAGEMENT SOFTWARE- PD	24,000.00
<b>Vendor 1606 - LEFTA SYSTEMS Total:</b>					<b>24,000.00</b>
<b>Vendor: LOP05 - LESLIE LOPEZ</b>					
70119	91439	07/05/2019	100-221-42302	SERGEANT LOPEZ TO ATTND THE ALCOHOL POLICING TRAIN	687.90
70119	91439	07/05/2019	100-221-42303	SERGEANT LOPEZ TO ATTND THE ALCOHOL POLICING TRAIN	180.00
<b>Vendor LOP05 - LESLIE LOPEZ Total:</b>					<b>867.90</b>
<b>Vendor: LEX03 - LEXIPOL LLC</b>					
30138	91511	07/12/2019	105-231-47201	FIRE PROCEDUREMANUAL SUBSCRIPTION 7/01/19--6/30/20	4,549.00
<b>Vendor LEX03 - LEXIPOL LLC Total:</b>					<b>4,549.00</b>
<b>Vendor: 1450 - LIKIBER INC. -Rubenstein Supply Company</b>					
S2009152.001	91440	07/05/2019	100-222-42108	SUPPLIES/PARTS	136.62
<b>Vendor 1450 - LIKIBER INC. -Rubenstein Supply Company Total:</b>					<b>136.62</b>
<b>Vendor: CUR03 - LN CURTIS &amp; SONS</b>					
INV291739	91441	07/05/2019	100-231-42104	SERVICES PERFORMED ON 5/17/19	1,615.84
<b>Vendor CUR03 - LN CURTIS &amp; SONS Total:</b>					<b>1,615.84</b>
<b>Vendor: MAC04 - MACK TREE CO</b>					
62619	91442	07/05/2019	106-343-47202	TREE REMOVAL SERVICE- PW	1,295.00
62619	91442	07/05/2019	215-343-47205	TREE REMOVAL SERVICE- PW	1,490.00
<b>Vendor MAC04 - MACK TREE CO Total:</b>					<b>2,785.00</b>
<b>Vendor: MAN01 - MANNA FOODS, INC.</b>					
914343	91512	07/12/2019	209-552-43804	FOOD PROGRAM- SC	698.24
<b>Vendor MAN01 - MANNA FOODS, INC. Total:</b>					<b>698.24</b>
<b>Vendor: GUT05 - MANNY GUTIERREZ</b>					
70119	91443	07/05/2019	209-552-43806	BALLROOM	530.00
<b>Vendor GUT05 - MANNY GUTIERREZ Total:</b>					<b>530.00</b>
<b>Vendor: IRV03 - MARGARET M IRVIN</b>					
63019	91444	07/05/2019	209-552-43802	WRITING CLASS	39.20
<b>Vendor IRV03 - MARGARET M IRVIN Total:</b>					<b>39.20</b>
<b>Vendor: 1058 - MATTHEW WILSON</b>					
1422	91445	07/05/2019	105-221-47101	SITE WORK-PD	402.50
<b>Vendor 1058 - MATTHEW WILSON Total:</b>					<b>402.50</b>
<b>Vendor: MCM05 - MCMASTER-CARR SUPPLY CO.</b>					
96502569	91446	07/05/2019	500-641-42107	SUPPLIES/PARTS- TP	281.28
<b>Vendor MCM05 - MCMASTER-CARR SUPPLY CO. Total:</b>					<b>281.28</b>
<b>Vendor: MEY01 - MEYERS,NAVE,RIBACK,SILVER</b>					
2019040345	91447	07/05/2019	100-114-42102	CITY ATTORNEY SERVICES	17,189.04
2019040345	91447	07/05/2019	106-114-42102	CITY ATTORNEY SERVICES	308.00
2019040347	91447	07/05/2019	100-114-42102	CITY COUNCIL MEETINGS	2,304.00

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2019040348	91447	07/05/2019	100-114-42102	GENERAL SERVICESF- PUBLIC WORKS	252.00
2019040349	91447	07/05/2019	100-114-42102	GENERAL SERVICES- POLICE	3,571.18
2019040350	91447	07/05/2019	100-114-42102	GENERAL SERVICES- CODE ENFORCEMENT	448.00
2019040351	91447	07/05/2019	100-114-42102	GENERAL SERVICES- COMMUNITY DEVELOPMENT	3,968.00
2019040352	91447	07/05/2019	100-114-42102	GENERAL SERVICES- FIRE	308.00
2019040353	91447	07/05/2019	100-114-42102	PUBLIC RECORDS ACT REQUESTS	840.00
2019040354	91447	07/05/2019	100-114-42102	RISK MANAGEMENT	112.00
2019040355	91447	07/05/2019	100-114-42102	GENERAL SERVICES- FINANCE DEPARTMENT	252.00
2019040356	91447	07/05/2019	100-114-42102	GERERAL SERVICES-CITY ATTORNEY MISCELLANEOUS	865.00
2019040357	91447	07/05/2019	100-114-42102	GENERAL SERVICES-CITY CLERK	356.00
2019040358	91447	07/05/2019	100-114-42102	HOUSING SUCCESSION- RDA AFFORDABLE HOUSING COVENANT	567.00
2019040359	91447	07/05/2019	100-114-42102	FINANCE- ANNUAL AUDIT LETTERS	140.00
2019040360	91447	07/05/2019	100-114-42102	PUBLIC WORKS- NON-ROUTINE PROJECTS	4,330.50
2019040361	91447	07/05/2019	100-114-42102	SALE OF PINOLE SENIOR VILLAGE- CR	1,857.50
2019040362	91447	07/05/2019	100-114-42102	PINOLE SQUARE SHOPPING CENTER- CR	608.00
2019040363	91447	07/05/2019	100-114-42102	SF BAY TRAIL-PINOLE SHORE TO BAYFRONT PARK PROJECT	474.50
2019040364	91447	07/05/2019	100-114-42102	PINOLE CITY OF V HENNER TANK LINES INC ACTION	955.00
2019040365	91447	07/05/2019	100-114-42102	CLAIM AGAINST PG&E FOR DELAYS TO PROJECT CONSTRUCT	1,594.00
Vendor MEY01 - MEYERS, NAVE, RIBACK, SILVER Total:					41,299.72
Vendor: 1623 - MILLER MANAGEMENT & CONSULTING GROUP					
70319	91513	07/12/2019	100-112-42301	MMCA REGISTRATION FEES	1,450.00
Vendor 1623 - MILLER MANAGEMENT & CONSULTING GROUP Total:					1,450.00
Vendor: 1609 - MONTY SAENGSAVANG					
62019	91449	07/05/2019	209-20308	REFUND PSC MAIN HALL RENTAL 6/15/19	750.00
Vendor 1609 - MONTY SAENGSAVANG Total:					750.00
Vendor: MOO12 - MOORE K-9 SERVICES, INC.					
6-2019	91514	07/12/2019	100-221-42514	Police Service Dog Maintenance Training	800.00
Vendor MOO12 - MOORE K-9 SERVICES, INC. Total:					800.00
Vendor: MOT01 - MOTOROLA SOLUTIONS, INC.					
16056992	91450	07/05/2019	105-231-42101	ALL BAND MP MOBILE- FD	7,702.48
Vendor MOT01 - MOTOROLA SOLUTIONS, INC. Total:					7,702.48
Vendor: MYE01 - MYERS STEVENS & TOOHEY CO					
1316795	91515	07/12/2019	100-221-41008	DISABILITY INSURANCE PREMIUMS	742.50
1316795	91515	07/12/2019	100-223-41008	DISABILITY INSURANCE PREMIUMS	236.50
1316795	91515	07/12/2019	105-221-41008	DISABILITY INSURANCE PREMIUMS	-29.70
1316795	91515	07/12/2019	204-227-41008	DISABILITY INSURANCE PREMIUMS	59.40
Vendor MYE01 - MYERS STEVENS & TOOHEY CO Total:					1,008.70

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<b>Vendor: MEJ04 - NORMA D. MEJIA</b>					
63019	91451	07/05/2019	209-552-43802	ZUMBA CLASSES	830.90
<b>Vendor MEJ04 - NORMA D. MEJIA Total:</b>					<b>830.90</b>
<b>Vendor: O'R01 - O'REILLY AUTOMOTIVE, INC</b>					
JUNE 285 19	91516	07/12/2019	100-343-42107	JUNE STMT FULL PAYMENT	29.44
JUNE 285 19	91516	07/12/2019	500-642-42107	JUNE STMT FULL PAYMENT	15.28
<b>Vendor O'R01 - O'REILLY AUTOMOTIVE, INC Total:</b>					<b>44.72</b>
<b>Vendor: OTI01 - OTIS ELEVATOR COMPANY</b>					
SK05793N719	91452	07/05/2019	209-554-42108	MAINTENANCE YOUTH CENTER	185.66
SK65465N719	91452	07/05/2019	100-343-42108	MAINTENANCE CITY HALL	109.55
SK65542N719	91452	07/05/2019	100-222-42108	MAINTENANCE CITY OF PINOLE	109.50
<b>Vendor OTI01 - OTIS ELEVATOR COMPANY Total:</b>					<b>404.71</b>
<b>Vendor: OYE02 - OYE PRODUCTIONS</b>					
70119	91454	07/05/2019	209-551-42515	SUMMER CONCERT AT FERNANDEZ PARK JULY 11 2019	1,250.00
70119-02	91453	07/05/2019	209-551-42515	SUMMER CONCERT AT FERNANDEZ PARK JULY 25 2019	1,250.00
<b>Vendor OYE02 - OYE PRODUCTIONS Total:</b>					<b>2,500.00</b>
<b>Vendor: PGE01 - P.G.&amp; E.</b>					
JULY 19-0887	91517	07/12/2019	200-342-43103	PINON AVE & SAN PABLO AVE TRAFFIC SIGNAL	55.78
JULY 19-2182	91517	07/12/2019	200-342-43103	OAKRIDGE/SAN PABLO AVE TRAFFIC SIGNAL	53.89
JUNE 19-2222	91455	07/05/2019	100-345-43103	STREET AND HIGHWAY LIGHTING	49.39
JUNE 19-2222	91455	07/05/2019	200-342-43103	STREET AND HIGHWAY LIGHTING	14,313.31
JUNE 19-2222	91455	07/05/2019	310-347-43103	STREET AND HIGHWAY LIGHTING	280.00
JUNE 19-2222	91455	07/05/2019	310-348-43103	STREET AND HIGHWAY LIGHTING	400.00
JUNE 19-4256	91455	07/05/2019	500-641-43103	11 TENNANT AVE	50,034.10
JUNE 19-4430	91455	07/05/2019	100-345-43103	S/O MARLESTA 1ST POLE-SPRINKLER CONTROLLER	10.63
JUNE 19-6521	91517	07/12/2019	200-342-43103	IFO 971 SAN PABLO AVE-TRAFFIC SIGNAL CONTROL	87.55
JUNE 19-6747	91455	07/05/2019	200-342-43103	RAMONA & PINOLE VALLEY-TRAFFIC SIGNAL & ST LIGHT	63.22
JUNE 19-6897	91517	07/12/2019	200-342-43103	PINOLE VALLEY RD & ESTATES AVE-TRAFFIC LIGHT CTRL	48.32
JUNE 19-7547	91455	07/05/2019	100-222-43103	880 Tennent Ave-Public Safety Facility	3,471.78
JUNE 19-7547	91455	07/05/2019	100-223-43103	880 Tennent Ave-Public Safety Facility	694.36
JUNE 19-7547	91455	07/05/2019	100-231-43103	880 Tennent Ave-Public Safety Facility	2,777.42
JUNE 19-8511	91455	07/05/2019	100-345-43103	W/S PINOLE SHORES DR-SPRINKLER CONTROLLER	11.64
JUNE 19-9929	91455	07/05/2019	201-343-43103	790 PINOLE SHORES DR-NEW METAL BUILDING	25.67
JUNE 19-9961	91517	07/12/2019	209-552-43103	2500 CHARLES ST-SENIOR CENTER	4,346.97
<b>Vendor PGE01 - P.G.&amp; E. Total:</b>					<b>76,724.03</b>
<b>Vendor: PAC41 - PACIFIC ECORISK</b>					
15637	91456	07/05/2019	500-641-44305	NPDES TOXICITY TESTING- TP	1,046.00
<b>Vendor PAC41 - PACIFIC ECORISK Total:</b>					<b>1,046.00</b>
<b>Vendor: JAR01 - PINOLE GOODYEAR</b>					
JUNE 25 19-1328	91457	07/05/2019	100-231-47104	JUNE STATEMENT FULL PAYMENT	646.18
<b>Vendor JAR01 - PINOLE GOODYEAR Total:</b>					<b>646.18</b>

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<b>Vendor: PIT04 - PITNEY BOWES INC</b>					
1013378145	91518	07/12/2019	100-117-42203	POSTAGE	324.99
<b>Vendor PIT04 - PITNEY BOWES INC Total:</b>					<b>324.99</b>
<b>Vendor: PIX01 - PIX INTERACTIVE</b>					
3590	91458	07/05/2019	525-118-42105	WEBSITE UPDATES JUNE	150.00
<b>Vendor PIX01 - PIX INTERACTIVE Total:</b>					<b>150.00</b>
<b>Vendor: 1009 - PRECISION IT CONSULTING</b>					
9917	91519	07/12/2019	525-118-42101	DATTO UPGRADE- LABOR AND PRODUCT	4,352.66
<b>Vendor 1009 - PRECISION IT CONSULTING Total:</b>					<b>4,352.66</b>
<b>Vendor: PRO18 - PROTECTION 1 / ADT</b>					
JULY 19-0999	91520	07/12/2019	209-553-42108	TINY TOTS ALARM MONITORING SVCS	73.32
<b>Vendor PRO18 - PROTECTION 1 / ADT Total:</b>					<b>73.32</b>
<b>Vendor: QUI10 - QUINN'S UNIFORMS</b>					
86708	91521	07/12/2019	722-20431	EXPLORER UNIFORMS- PD	410.77
<b>Vendor QUI10 - QUINN'S UNIFORMS Total:</b>					<b>410.77</b>
<b>Vendor: R&amp;S01 - R &amp; S ERECTION OF RICHMOND, INC.</b>					
74774C	91459	07/05/2019	209-552-42108	REPAIRS- SC	240.00
<b>Vendor R&amp;S01 - R &amp; S ERECTION OF RICHMOND, INC. Total:</b>					<b>240.00</b>
<b>Vendor: RWS00 - R.W. SCOTT CONSTRUCTION</b>					
61719	91522	07/12/2019	100-231-42101	CONSTRUCTION WORK PERFORMED- FD	14,225.00
<b>Vendor RWS00 - R.W. SCOTT CONSTRUCTION Total:</b>					<b>14,225.00</b>
<b>Vendor: 1620 - RICHARD DUNCAN</b>					
70319	91523	07/12/2019	209-555-36405	REFUND OF SUMMER CAMP REGISTRATION	216.00
<b>Vendor 1620 - RICHARD DUNCAN Total:</b>					<b>216.00</b>
<b>Vendor: 1617 - RICHMOND ROD AND GUN CLUB, INC</b>					
1097	91460	07/05/2019	100-221-42511	SERVICES- PD	200.00
<b>Vendor 1617 - RICHMOND ROD AND GUN CLUB, INC Total:</b>					<b>200.00</b>
<b>Vendor: 1627 - RIGOBERTO RIVAS</b>					
70919	91524	07/12/2019	209-20308	PSC MAIN HALL RENTAL 7/06/19 DEPOSIT REFUND	500.00
<b>Vendor 1627 - RIGOBERTO RIVAS Total:</b>					<b>500.00</b>
<b>Vendor: ROC11 - ROCKWELL SOLUTIONS</b>					
2140	91461	07/05/2019	500-641-42107	PARTS- TP	5,547.57
<b>Vendor ROC11 - ROCKWELL SOLUTIONS Total:</b>					<b>5,547.57</b>
<b>Vendor: J&amp;O01 - RUBBER DUST INC.</b>					
122452	91462	07/05/2019	100-343-42107	VEHICLE MAINTENANCE- PW	968.75
<b>Vendor J&amp;O01 - RUBBER DUST INC. Total:</b>					<b>968.75</b>
<b>Vendor: WEB10 - SHEILA WEBB</b>					
63019	91463	07/05/2019	209-552-43802	WATER COLOR CLASS	40.60
<b>Vendor WEB10 - SHEILA WEBB Total:</b>					<b>40.60</b>
<b>Vendor: 1618 - STACEY YOUNG</b>					
70219	91464	07/05/2019	204-227-42514	PETTING ZOO FOR THE NATIONAL NIGHT OUT 8/6/19	446.88
<b>Vendor 1618 - STACEY YOUNG Total:</b>					<b>446.88</b>
<b>Vendor: STA42 - STAPLES BUSINESS CREDIT</b>					
JUNE 25 19	91465	07/05/2019	100-111-42201	MONTHLY STMT FULL PAYMENT	6.01
JUNE 25 19	91465	07/05/2019	100-117-42201	MONTHLY STMT FULL PAYMENT	294.30
JUNE 25 19	91465	07/05/2019	100-222-42201	MONTHLY STMT FULL PAYMENT	258.19
JUNE 25 19	91465	07/05/2019	100-231-42201	MONTHLY STMT FULL PAYMENT	194.33

## WARRANT LISTING

Payment Dates: 06/29/2019 - 07/12/2019

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
JUNE 25 19	91465	07/05/2019	100-341-42201	MONTHLY STMT FULL PAYMENT	396.45
JUNE 25 19	91465	07/05/2019	212-462-42201	MONTHLY STMT FULL PAYMENT	171.32
Vendor STA42 - STAPLES BUSINESS CREDIT Total:					<u>1,320.60</u>
Vendor: 1246 - STARCHASE, LLC					
20131114	91466	07/05/2019	105-221-47101	COMPLETE LAUNCHER SYSTEM- PD	36,881.46
Vendor 1246 - STARCHASE, LLC Total:					<u>36,881.46</u>
Vendor: 1370 - STEFFANI LUSK					
63019	91467	07/05/2019	209-552-43807	REIMBURSEMENT FOR SC RAFFLE	40.46
Vendor 1370 - STEFFANI LUSK Total:					<u>40.46</u>
Vendor: STE20 - STERICYCLE, INC.					
3004736719	91468	07/05/2019	100-222-42101	PROFESSIONAL SERVICES- PD	53.28
Vendor STE20 - STERICYCLE, INC. Total:					<u>53.28</u>
Vendor: DOD02 - SUSAN BOYLE DODGE					
63019	91469	07/05/2019	209-552-43802	CWLD CLASS	319.20
70119	91469	07/05/2019	209-552-43806	LINE DANCE	180.00
Vendor DOD02 - SUSAN BOYLE DODGE Total:					<u>499.20</u>
Vendor: 1613 - TARA SHAIA					
63019	91470	07/05/2019	209-552-43804	REIMBURSEMENT BBQ LUNCHEON	32.94
Vendor 1613 - TARA SHAIA Total:					<u>32.94</u>
Vendor: SIE04 - THATCHER COMPANY, INC					
265139	91471	07/05/2019	500-641-44303	CHEMICALS-TP	10,370.01
Vendor SIE04 - THATCHER COMPANY, INC Total:					<u>10,370.01</u>
Vendor: 1274 - TONI EDWARDS					
61819	91472	07/05/2019	209-20308	UNCLAIMED PROPERTY- REFUND OF PSC RENTAL DEP	250.00
Vendor 1274 - TONI EDWARDS Total:					<u>250.00</u>
Vendor: UNI38 - UNIVAR USA INC					
SI946439	91473	07/05/2019	500-641-44303	CHEMICALS- TP	3,460.82
SI946662	91473	07/05/2019	500-641-44303	CHEMICALS- TP	5,634.60
Vendor UNI38 - UNIVAR USA INC Total:					<u>9,095.42</u>
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
248142	91474	07/05/2019	100-343-42108	SANITARY SUPPLIES CITY HALL	131.61
248279	91474	07/05/2019	209-554-42108	SANITARY SUPPLIES YOTH CENTERR	40.19
248280	91474	07/05/2019	209-554-42108	SANITARY SUPPLIES YOUTH CENTER	71.74
248328	91474	07/05/2019	100-222-42108	SANITARY SUPPLIES POLICE DEPT	79.60
248432	91474	07/05/2019	100-222-42108	SANITARY SUPPLIES POLICE DEPT	79.93
248555	91474	07/05/2019	100-222-42108	SANITARY SUPPLIES POLICE DEP	68.28
Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:					<u>471.35</u>
Vendor: USB06 - US BANK CORPORATE PMN'T.SYSTEM					
JUNE 24 19	91475	07/05/2019	100-20018	MONTHLY STMT FULL PAYMENT	13,772.83
Vendor USB06 - US BANK CORPORATE PMN'T.SYSTEM Total:					<u>13,772.83</u>
Vendor: LUK00 - VIVienne F. KEARSLEY-LUKE					
63019	91476	07/05/2019	209-552-43802	GENTLE YOGA CLASS	103.60
Vendor LUK00 - VIVienne F. KEARSLEY-LUKE Total:					<u>103.60</u>

## WARRANT LISTING

Payment Dates: 06/29/2019 - 07/12/2019

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
<b>Vendor: VWR01 - VWR INTERNATIONAL, LLC.</b>					
8086662326	91477	07/05/2019	500-641-44305	SUPPLIES- TP	670.18
<b>Vendor VWR01 - VWR INTERNATIONAL, LLC. Total:</b>					<b>670.18</b>
<b>Vendor: WKH00 - W K HYDRAULICS NC</b>					
5215	91478	07/05/2019	500-641-42107	LABOR SERVICE- TP	150.00
<b>Vendor WKH00 - W K HYDRAULICS NC Total:</b>					<b>150.00</b>
<b>Vendor: 1520 - WEX BANK</b>					
60150016	91525	07/12/2019	100-221-44301	FUEL PURCHASE- PD	239.02
<b>Vendor 1520 - WEX BANK Total:</b>					<b>239.02</b>
<b>Vendor: XER01 - XEROX CORPORATION</b>					
097122429	91526	07/12/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- CITY HALL	1,347.02
097122430	91526	07/12/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SUP PLY- FIRE STATION 73	77.72
097122432	91526	07/12/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- WPCP	240.94
097122433	91526	07/12/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- 880 TENNENT	394.32
097163911	91526	07/12/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- CORP YARD	234.85
097192507	91479	07/05/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SUP PLY- SENIOR CENTER	477.41
097245999	91526	07/12/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- POLICE RECORDS	498.97
<b>Vendor XER01 - XEROX CORPORATION Total:</b>					<b>3,271.23</b>
<b>Grand Total:</b>					<b>463,567.96</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
100 - General Fund	166,893.53
105 - Measure S -2006	84,087.06
106 - MEASURE S-2014	27,498.29
200 - Gas Tax Fund	14,670.37
201 - Restricted Real Estate Maintenance Fund	1,131.28
204 - Police Grants	663.22
207 - NPDES Storm Water Fund	132.94
209 - Recreation Fund	36,841.40
212 - Building & Planning	5,680.16
215 - Measure C and J Fund	3,419.55
285 - Housing Land Held for Resale	246.69
310 - Lighting & Landscape Districts	1,323.39
500 - Sewer Enterprise Fund	99,291.56
505 - Cable Access TV	5,495.39
525 - Information Systems	15,192.22
722 - Community Assistance Program	410.77
750 - Recognized Obligation Retirement Fund	122.30
998 - Payroll Clearing	467.84
<b>Grand Total:</b>	<b>463,567.96</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-110-41002	Emp Benefits/Dental	581.32
100-110-42303	Travel & Training/Meal Al...	50.00
100-110-43102	Utilities/Water	8.61
100-111-41002	Emp Benefits/Dental	133.72
100-111-42201	Office Expense	6.01
100-111-43102	Utilities/Water	20.71
100-112-41002	Emp Benefits/Dental	156.94
100-112-42101	Prof Svcs/Professional Ser...	2,191.21
100-112-42301	Travel & Training/Conf-Re...	1,450.00
100-112-42514	Admin Exp/Special Depart	436.50
100-112-43102	Utilities/Water	18.98
100-113-41002	Emp Benefits/Dental	62.18
100-114-42102	Prof Svcs/Attorney Servic...	40,991.72
100-115-41002	Emp Benefits/Dental	470.82
100-115-42201	Office Expense	205.74
100-115-43102	Utilities/Water	56.24
100-116-41002	Emp Benefits/Dental	219.12
100-116-42101	Prof Svcs/Professional Ser...	2,197.00
100-116-42110	Prof Svcs/Fingerprinting	128.00
100-116-43102	Utilities/Water	18.98
100-116-46126	Legal Charges	1,365.00
100-117-41002	Emp Benefits/Dental	156.94
100-117-42201	Office Expense	294.30
100-117-42203	Office Exp/Shipping & Mai...	324.99
100-117-42401	Dues & Pub/Memberships	6,093.08
100-117-42514	Admin Exp/Special Depart	300.00
100-117-43102	Utilities/Water	151.80
100-20018	Accounts Payable/CalCard	13,772.83
100-221-41002	Emp Benefits/Dental	2,805.10
100-221-41008	Emp Benefits/Long Term ...	742.50
100-221-42101	Prof Svcs/Professional Ser...	75.00
100-221-42110	Prof Svcs/Fingerprinting	277.00
100-221-42301	Travel & Training/Conf-Re...	100.00
100-221-42302	Travel & Training/Mileage,...	2,210.99
100-221-42303	Travel & Training/Meal Al...	720.00



## Account Summary

Account Number	Account Name	Payment Amount
100-221-42511	Admin Exp/Equipment Re...	200.00
100-221-42514	Admin Exp/Special Depart	1,203.89
100-221-44301	Other Materials Supp/Fuel	239.02
100-222-41002	Emp Benefits/Dental	352.84
100-222-42101	Prof Svcs/Professional Ser...	5,138.28
100-222-42108	Prof Svcs/Building-Structu...	4,703.84
100-222-42201	Office Expense	258.19
100-222-43102	Utilities/Water	530.93
100-222-43103	Utilities/Electricity & Pow...	3,471.78
100-222-44410	Safety Clothing	27.52
100-223-41002	Emp Benefits/Dental	1,467.16
100-223-41008	Emp Benefits/Long Term ...	236.50
100-223-43102	Utilities/Water	117.98
100-223-43103	Utilities/Electricity & Pow...	694.36
100-231-41002	Emp Benefits/Dental	1,388.98
100-231-42101	Prof Svcs/Professional Ser...	14,225.00
100-231-42104	Prof Svcs/Paramedic Servi...	14,591.29
100-231-42105	Prof Svcs/Network Maint...	128.00
100-231-42201	Office Expense	194.33
100-231-42301	Travel & Training/Conf-Re...	320.00
100-231-43101	Utilities/Telephone	25.94
100-231-43102	Utilities/Water	1,030.77
100-231-43103	Utilities/Electricity & Pow...	2,777.42
100-231-43105	Utilities/Cable	54.44
100-231-44410	Safety Clothing	257.22
100-231-47104	FF&E/Vehicles	19,730.12
100-341-41002	Emp Benefits/Dental	447.60
100-341-42201	Office Expense	396.45
100-342-44410	Safety Clothing	279.52
100-343-41002	Emp Benefits/Dental	761.48
100-343-42107	Prof Svcs/Equipment Mai...	1,024.29
100-343-42108	Prof Svcs/Building-Structu...	4,567.01
100-343-42514	Admin Exp/Special Depart	212.58
100-343-43102	Utilities/Water	2,308.12
100-343-44410	Safety Clothing	159.41
100-345-42108	Prof Svcs/Building-Structu...	115.47
100-345-42401	Dues & Pub/Memberships	240.00
100-345-43102	Utilities/Water	4,150.81
100-345-43103	Utilities/Electricity & Pow...	71.66
105-221-41002	Emp Benefits/Dental	447.60
105-221-41008	Emp Benefits/Long Term ...	-29.70
105-221-42510	Admin Exp/Software Purc...	24,000.00
105-221-47101	FF&E/Equipment	37,283.96
105-231-41002	Emp Benefits/Dental	133.72
105-231-42101	Prof Svcs/Professional Ser...	17,702.48
105-231-47201	Improvements/Building	4,549.00
106-114-42102	Prof Svcs/Attorney Servic...	308.00
106-117-42101	Prof Svcs/Professional Ser...	7,738.35
106-231-41002	Emp Benefits/Dental	156.94
106-343-47202	Improvements/Landscape...	19,295.00
200-342-43102	Utilities/Water	48.30
200-342-43103	Utilities/Electricity & Pow...	14,622.07
201-343-43102	Utilities/Water	1,105.61
201-343-43103	Utilities/Electricity & Pow...	25.67
204-227-41002	Emp Benefits/Dental	156.94
204-227-41008	Emp Benefits/Long Term ...	59.40
204-227-42514	Admin Exp/Special Depart	446.88
207-344-42108	Prof Svcs/Building-Structu...	9.74

## Account Summary

Account Number	Account Name	Payment Amount
207-344-44410	Safety Clothing	123.20
209-20308	Deposits Payable/Recreat...	3,000.00
209-551-38112	Rental Income/Facility Re...	317.93
209-551-41002	Emp Benefits/Dental	156.94
209-551-42515	Admin Exp/Special Events	2,500.00
209-552-38112	Rental Income/Facility Re...	493.44
209-552-41002	Emp Benefits/Dental	124.36
209-552-42107	Prof Svcs/Equipment Mai...	608.25
209-552-42108	Prof Svcs/Building-Structu...	2,367.70
209-552-42514	Admin Exp/Special Depart	391.50
209-552-43102	Utilities/Water	1,631.00
209-552-43103	Utilities/Electricity & Pow...	4,346.97
209-552-43802	Program Cost/Class Fees	2,812.90
209-552-43804	Program Cost/Food Progr...	9,982.78
209-552-43806	Program Cost/Dance Prog...	710.00
209-552-43807	Program Cost/Fundraising	185.91
209-552-43809	Program Cost/Newsletter	285.97
209-552-43810	Program Cost/Center Mai...	169.71
209-552-43811	Program Cost/Supplies	603.57
209-553-42108	Prof Svcs/Building-Structu...	406.19
209-554-38112	Rental Income/Facility Re...	102.24
209-554-41002	Emp Benefits/Dental	156.94
209-554-42108	Prof Svcs/Building-Structu...	1,588.59
209-554-43102	Utilities/Water	141.01
209-555-36405	Recreation Chg/Summer P...	1,266.00
209-557-38112	Rental Income/Facility Re...	109.46
209-557-42108	Prof Svcs/Building-Structu...	1,595.00
209-558-42108	Prof Svcs/Building-Structu...	365.36
209-558-43102	Utilities/Water	367.13
209-559-43102	Utilities/Water	54.55
212-461-42101	Prof Svcs/Professional Ser...	337.50
212-461-42504	Admin Exp/Recruitment C...	5,000.00
212-461-42514	Admin Exp/Special Depart	104.40
212-461-43102	Utilities/Water	18.29
212-462-42201	Office Expense	171.32
212-462-43102	Utilities/Water	48.65
215-343-47202	Improvements/Landscape...	1,929.55
215-343-47205	Improvements/Streets	1,490.00
285-464-42101	Prof Svcs/Professional Ser...	232.20
285-464-43102	Utilities/Water	14.49
310-347-43102	Utilities/Water	49.26
310-347-43103	Utilities/Electricity & Pow...	280.00
310-348-43103	Utilities/Electricity & Pow...	400.00
310-348-47202	Improvements/Landscape...	594.13
500-641-41002	Emp Benefits/Dental	1,215.46
500-641-42101	Prof Svcs/Professional Ser...	199.80
500-641-42107	Prof Svcs/Equipment Mai...	12,075.20
500-641-42201	Office Expense	198.98
500-641-43102	Utilities/Water	2,138.28
500-641-43103	Utilities/Electricity & Pow...	50,034.10
500-641-44303	Other Materials Supp/Ch...	27,881.84
500-641-44305	Other Materials Supp/Lab...	3,688.80
500-641-44410	Safety Clothing	1,391.80
500-642-41002	Emp Benefits/Dental	281.30
500-642-42107	Prof Svcs/Equipment Mai...	15.28
500-642-44410	Safety Clothing	170.72
505-119-41002	Emp Benefits/Dental	94.76
505-119-42101	Prof Svcs/Professional Ser...	1,300.13

Account Summary

Account Number	Account Name	Payment Amount
505-119-43102	Utilities/Water	155.50
505-119-47101	FF&E/Equipment	3,945.00
525-118-42101	Prof Svcs/Professional Ser...	4,352.66
525-118-42105	Prof Svcs/Network Maint...	150.00
525-118-42107	Prof Svcs/Equipment Mai...	3,271.23
525-118-43101	Utilities/Telephone	7,418.33
722-20431	Deferred Rev/CAP Donati...	410.77
750-463-42101	Prof Svcs/Professional Ser...	122.30
998-20105	Sal & Ben Payable/Dental ...	467.84
Grand Total:		463,567.96

Project Account Summary

Project Account Key	Payment Amount
**None**	463,567.96
Grand Total:	463,567.96

Approved By:  Date: 7/10/19



## **CITY COUNCIL REPORT 2019**

**7C**

**DATE: JULY 16, 2019**

**TO: MAYOR AND COUNCIL MEMBERS FROM:**

**NEIL GANG, POLICE CHIEF**

**SUBJECT: AUTHORIZATION FOR THE POLICE CHIEF TO EXECUTE A CONTRACT WITH THE STATE OF CALIFORNIA FOR ALCOHOL POLICING PARTNERSHIP GRANT ASSISTANCE PROGRAM FUNDING ADMINISTERED THROUGH THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL**

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### **RECOMMENDATION**

It is recommended that the Police Chief be authorized to execute a contract with the State of California for Alcohol Policing Partnership grant assistance program funding administered through the Department of Alcoholic Beverage Control.

### **BACKGROUND**

In March of this year the Police Department applied for a grant through the California Department of Alcoholic Beverage Control. We were notified in late May we have been awarded grant funding.

### **REVIEW & ANALYSIS**

The City of Pinole has 54 licensed alcohol establishments within our jurisdiction. These establishments generate calls for service requiring police and fire resources. Calls for service commonly associated with licensed alcohol establishments include: public drunkenness, loitering, drunk driving, assaults and fights, excessive noise, sales to minors, sales to habitual drunks, panhandling, drug trafficking, drinking after hours, and other criminal activities.

Additionally, there are two shopping centers in the City that have off-sale establishments (liquor stores) and backup to open, unimproved areas. Homeless and indigent persons have a tendency to purchase alcohol at these establishments and loiter in the area. Nearby businesses in turn generate calls for service to remove these persons.

Since 2017, the police department has experienced 82 DUI calls for service and 59 drunk in public calls for service. Since 2017, Police Officers have responded to approximately 147 calls for service at six of the 54 licensed establishments alone, two of which involved the negligent discharge of firearms. These 147 calls for service include public intoxication, verbal disturbances, fighting, unwanted subjects, and assaults.

The grant will allow the Department to dedicate Police, City and other resources to identify problem issues related to on- and off-sale alcoholic beverage establishments in the City, devise strategies to vigorously enforce laws, and develop trusting relationships with the beverage establishment merchants.

The objectives of this program are to: identify problematic licensed establishments in the City of Pinole and to reduce the number of alcohol related crimes, underage drinking, sales to minors, DUIs, and alcohol related collisions associated with these problematic licensed establishments.

### **FISCAL IMPACT**

The Police Department requested \$25,796 in ABC grant funding. Our request was granted in the full amount of \$25,796. We will be able to accomplish our objectives with this funding.

### **ATTACHMENTS**

- A: Resolution
- B: Grant Agreement

RESOLUTION NO. 2019 - XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE STATE OF CALIFORNIA FOR ALCOHOL POLICING PARTNERSHIP (APP) FUNDING ADMINISTERED THROUGH THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL.

**WHEREAS**, the City of Pinole desires to undertake a project designed to focus on problematic ABC licensed establishments; and

**WHEREAS**, this project will be funded from monies made available through the Alcohol Policing Partnership (APP) administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC); and

**WHEREAS**, the objectives of this program are to: identify problematic licensed establishments and reduce the number of alcohol related crimes, underage drinking, sales to minors, DUIs, and alcohol related collisions associated with problematic licensed establishments in the City of Pinole.

**NOW, THEREFORE, BE IT RESOLVED** that the Chief of Police of the City of Pinole is authorized to execute on behalf of the City the attached contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

**IT IS AGREED** that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

**BE IT FURTHER RESOLVED** that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

**IT IS ALSO AGREED** that this award is not subject to local hiring freezes.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of July, 2019, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19G-LA30

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

CONTRACTOR NAME

City of Pinole through the Pinole Police Department

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2020

3. The maximum amount of this Agreement is:

\$25,796

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions GTC 04/2017	04/2017
Exhibit D	Special Terms and Conditions	1

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

City of Pinole through the Pinole Police Department

CONTRACTOR BUSINESS ADDRESS

880 Tennent Ave

CITY

Pinole

STATE

CA

ZIP

94564

PRINTED NAME OF PERSON SIGNING

Neil Gang

TITLE

Chief

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Patty Nelson

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

## Exhibit A

### 1. Summary

a. The City of Pinole incorporated in 1903 and established its police and fire departments. It is located in the San Francisco/Oakland Urbanized Area population group. It is 4.7 square miles with a population of 19,039. The population is 54% white, 22% Asian/Pacific Islander, 13% Hispanic and 11% African American. It has a middle-income economic base and a moderate per capita crime rate in the San Francisco Bay Area. It is a family oriented community with one large high school, one middle school, and five elementary schools.

It is a full service city. The police department is currently authorized 28 sworn officers, along with 20 full- and part-time civilian employees. The department uses a paramilitary command structure headed by the Chief of Police. It is a full service POST certified municipal police agency with general law enforcement duties.

The department has two divisions, Operations Bureau and Support Services Bureau. The Operations Bureau is managed by the Operations Lieutenant and includes the following sections: Patrol, Investigations, Traffic Enforcement, Canine Unit, School Resource Officer Unit, Explorers Unit, and the Community Service Officer Unit. The Support Services Bureau is managed by the Support Services Lieutenant and includes the following sections: West Bay Communications Center, Records Unit, Property and Evidence Unit, Administrative and Training, Volunteers Unit,

Patrol is staffed by 4 – Sergeants, 1 – K9 Officer, 2 – School Resource Officers, 12 – Police Officers, 1 Traffic Officer, and 1 – Crossing Guard. Investigations includes 1 – Sergeant, and 2 – Detectives. The Community Outreach Unit is staffed 1 – full-time police officer and 2 – part-time Community Safety Specialists. Together they run programs including CPTED, Neighborhood Watch, Business Alert, Crime-free Multi-Housing, Youth and Citizen Academies, as well as all social media.

Services is staffed by 11 – 911 Dispatchers. Records includes 2 – Record and Property Specialists, one Property and Evidence Technician, and 7 – Front Office Volunteers.

The Police Departments stated Mission is: *The Pinole Police Department is committed to ensuring a safe community by providing exemplary law enforcement service while engaging our citizens with: Honor, Integrity, Professionalism, and Respect.*

b. The funding requested is \$25,796.00

c. Our goals are to identify problem licensed establishments, reduce the number of alcoholic related crimes, reduce underage drinking, reduce sales to minors, reduce DUIs, reduce alcohol related collisions related to licensed establishments, train businesses through LEAD training, conduct IMPACT/ROSTF inspections, and develop a working and trusting relationship with all licensed establishments. A multi-agency task force, comprised of PPD Officers, ABC Agents, and minor decoys will utilize suppression and enforcement methods to accomplish these goals. Evaluation will be quantified through qualitative analysis with the result being an overall reduction of alcohol related offenses and 100% compliance by ABC licensed businesses.



## Exhibit A

### SCOPE OF WORK

d. There are 35 on-sale and 19 off-sale establishments within the City of Pinole.

2. Problem Statement: a. The 54 licensed establishments in the City of Pinole generate an excessive amount of calls for service, requiring police and fire resources, and producing numerous community complaints. These calls include: public drunkenness, loitering, drunk driving, assaults, excessive noise, sales to minors, sales to habitual drunks, panhandling, drug trafficking, and other criminal activities. Other issues associated with on-sale establishments include: drinking after hours, locking the doors when law enforcement approaches, fights, drunk and drinking in public violations, and the failure to call police during or after an incident has occurred.

Specific community and business concerns are present in two shopping centers which have off-sale establishments (liquor stores) and backup to open, unimproved areas. Homeless and indigent persons purchase alcohol at these establishments, become intoxicated and then loiter in the area. Additional problems include robberies, gambling, fighting and panhandling. Nearby businesses generate calls for service to remove these persons.

Further concerns are that business owners are wary of any police presence and reluctant to join in any endeavor which they feel may impact their sales.

Since 2017, the police department has experienced 82 DUI calls for service and 59 drunk in public calls for service. Pinole has 54 alcoholic beverage establishments both on and off sale. Since 2017, police officers have responded to approximately 147 calls for service at 6 of these establishments alone, two of which involved the negligent discharge of firearms. These 147 calls for service include public intoxication, verbal disturbances, fighting, unwanted subjects, and assaults. Additionally, officers have performed approximately 768 security checks at these same six drinking establishments. Of the 768 security checks, a great many of them are in response to auto burglaries occurring in the parking lots of these business. No ABC enforcement has been conducted at any of these establishments. Additionally, we have non-substantiated reports of minors being furnished alcohol; however staffing levels, budget and priority calls for service have precluded us from being able to fully investigate such incidents beyond the security checks. By utilizing this grant, we will be able to conduct ABC operations, compliance checks and obtain more definitive statistics on underage drinking and alcoholic beverage purchases by minors and reduce such occurrences.

3. Project Description: The grant will allow the department to dedicate police, city and other resources in a task force approach to identify problem issues related to on- and off-sale alcoholic beverage establishments in the city, devise strategies to vigorously enforce laws, and develop trusting relationships with the beverage establishment merchants. The task force will include Pinole Police patrol, traffic, school resource, crime prevention, minor decoys, and K9 officers, ABC agents, city code enforcement officers.

## Exhibit A

# SCOPE OF WORK

## Exhibit A

### Objectives

- a. Identify problem licensed establishments – Check crime stats for the establishments generating the most calls for service both at and near them. Ask patrol officers for their input on establishments requiring enforcement and use them during the enforcement.
- b. Conduct at least one Minor Decoy and Shoulder Tap operations each quarter to gain 100% compliance in one year.
- c. Conduct simultaneous IMPACT and ROSTF inspections and gain 100% compliance in one year.
- d. Educate and train patrol officers at roll call training on alcohol related issues at least once each quarter.
- e. Conduct at least two alcohol related crime enforcement operations each quarter with emphasis on underage drinking, drunk driving, loitering and other crimes that regularly occur at or generate from ABC licensed establishments.
- f. Issue press releases, as needed, regarding grant and activities conducted under the grant.
- g. Educate licensees and promote responsible ownership by advising them of the LEAD training course.

Evaluation will be measured through qualitative analyses and the end product will be an overall reduction of alcohol related offenses and 100% compliance by ABC licensed establishments.

4. Project Personnel: a. We will use a variety of personnel for all actions to include: the Operations Lieutenant, Detective Sergeant; Police Officers; Police Decoys; Police Dispatchers; Police Records & Property Clerks; City Code Enforcement Officer; and City Building Inspector on regular and overtime basis. We will team with ABC Agents as needed on enforcement actions and for training.

b. Lieutenant Alameda will be responsible for coordinating all inspections. A Pinole Sergeant will be responsible for supervising the team conducting inspections and for preparing reporting reports and completing objectives. Depending on the action, each team will consist of a minimum of two officers up to six or more. Initial actions may include additional personnel for training purposes. At the conclusion of the grant period, Lieutenant Alameda will review all reports and prepare a comprehensive program evaluation to assure activities were completed, determine if goals were achieved and assess the program's effectiveness. All operations will receive review and approval by the Operations Lieutenant prior to implementation.

Equipment to be used will include: marked and unmarked police vehicles; police radios; audio and video recorders; undercover body wire; flashlights and other miscellaneous equipment.

## BUDGET DETAIL

BUDGET CATEGORY AND LINE-ITEM DETAIL			COST (Round budget amounts)
<b>A. Personnel Services (straight time salaries, overtime, and benefits)</b>			
<b>A.1 Straight Time</b>	Sergeant	10 hours @ \$52.22	\$523.00
	Police Officer	10 hours @ \$44.58	\$446.00
<b>A.2 Overtime</b>	Sergeant	90 hours @ \$78.33	\$7,050.00
	Police Officer	90 hours @ \$66.87	\$6,019.00
<b>A.3 Benefits</b>	Sergeant	100 hours @ \$31.65	\$3,165.00
	Police Officer	100 hours @ \$31.46	\$3,146.00
<b>TOTAL PERSONNEL SERVICES</b>			\$20,349.00
<b>B. Operating Expenses (maximum \$2,500)</b>			
Decoy and Shoulder Tap Operations and Buy Money			\$1000.00
<b>TOTAL OPERATING EXPENSES</b>			\$1000.00
<b>C. Equipment (maximum \$2,500)</b>			
<b>(Attach receipts for all equipment purchases to monthly billing invoice)</b>			
1. Apple iPad with accessories (X2)			\$1,535.00
2. Service Subscription/monthly			\$912.00
<b>TOTAL EQUIPMENT</b>			\$2,447.00
<b>D. Travel Expense/Registration Fees (maximum \$2,000)</b>			
<b>(Registration fee for July 2019 APP Conference attendees is \$325 each)</b>			\$650.00
Travel Expense for 2 employees			\$1350.00
<b>TOTAL TRAVEL EXPENSE</b>			\$2,000.00
<b>TOTAL BUDGET DETAIL COST, ALL CATEGORIES</b>			\$25,796.00

## PAYMENT PROVISION

## Exhibit B

Page 1 of 2

1. **INVOICING AND PAYMENT:** Payments of approved reimbursable costs (per Budget Detail attached) shall be in arrears and made via the State Controller's Office. Invoices shall be submitted in duplicate on a monthly basis in a format specified by the State. Failure to submit invoices and reports in the required format shall relieve the State from obligation of payment. Payments will be in arrears, within 30 days of Department acceptance of Contractor performance, pursuant to this agreement or receipt of an undisputed invoice, whichever occurs last. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2019.
2. Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved by the State, the revised Grant Assistance Scope of Work and/or Budget Detail supersede and replace the previous documents bearing those names. No revision can exceed allotted amount as shown on Budget Detail. The total amount of the contract must remain unchanged.
3. Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
4. Only the costs displayed in the "Budget Detail" are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
5. Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this contract unless the State otherwise directs.
6. If travel is a reimbursable item, the reimbursement for necessary traveling expenses and per diem shall be at rates set in accordance with Department of Personnel Administration rates set for comparable classes of State employees. No travel outside of the State of California shall be authorized. No travel shall be authorized outside of the legal jurisdiction of Contractor without prior authorization by the State.

## **PAYMENT PROVISION**

Page 2 of 2

**Exhibit B**

7. Prior authorization by the State in writing is required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services to be purchased by Contractor and claimed for reimbursement. Contractor must justify the necessity for the purchase and the reasonableness of the price or cost by submitting three competitive quotations or justifying the absence of bidding.
8. Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under the contract in any media.
9. It is understood between the parties that this contract may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contracts were executed after that determination was made.
10. BUDGET CONTINGENCY CLAUSE - It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Updated 1/17/19

**Special Terms and Conditions**

1. Disputes: Any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director, Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. Termination Without Cause: Either party may terminate this agreement at any time for any reason upon ten (10) days written notice. No penalty shall accrue to either party because of contract termination.
3. Contract Validity: This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2019, for the purposes of this program.
4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.

Updated 2/20/19



## CITY COUNCIL REPORT

7D

**DATE:** JULY 16, 2019

**TO:** MAYOR AND COUNCIL MEMBERS

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

**SUBJECT:** RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH AVERY & ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$25,400 FOR PROFESSIONAL RECRUITMENT SERVICES FOR THE CITY MANAGER POSITION

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### **RECOMMENDATION**

It is recommended that the City Council approve a resolution authorizing the City Manager to execute a contract with Avery & Associates in an amount not to exceed \$25,400 for professional recruitment services for the City Manager position.

### **BACKGROUND**

On July 2, 2019, City Manager Michelle Fitzer informed the City Council that she would be retiring effective December 29, 2019. Her intent was to provide enough notice for the City Council to successfully recruit and select a new City Manager in advance of her retirement date. In preparation for the City Manager's departure, staff sought a proposal from Avery & Associates for recruitment of a new City Manager.

Paul Kimura of Avery and Associates has a long history working with the City recruiting for positions such as; City Clerk, Development Services Director, Fire Chief, Public Works Manager, and Planning Manager.

### **REVIEW AND ANALYSIS**

The process will include the following:

- Develop Position Profile and Organizational Assessment: *Mr. Kimura will meet with the key decision makers which include the City Council and City Manager to discuss the organizational needs and position requirements.*
- Search and Outreach: *Perform an extensive mailing, emailing and advertising campaign, as well as direct targeted recruiting of known qualified candidates.*



- Candidate Assessment based on applications: *Candidates will be initially evaluated based on resume, with “qualifying” candidates scheduled for a formal interview with Mr. Kimura.*
- Develop a Short List of Candidates: *Upon completion of formal interviews and initial reference interviews, a selection of City Manager candidates will be made for presentation to the City Council. Typically, the number of final candidates presented may range from five to seven.*
- Selection and Interview Process: *Mr. Kimura will assist in the structuring of the interview process and coordinate the interview scheduling activity.*
- Recruitment Closure and Follow up: *Upon final selection of a candidate by the City Council, Mr. Kimura will reach out to the candidate on behalf of the City and notify them of their selection. Additionally, Avery will perform a background check which includes verification of prior employment, degrees, certifications, and personnel issues. In addition, Mr. Kimura will remain in contact with both the City and the selected candidate for the first six months of appointment to ensure an effective transition has occurred.*

It is estimated that the recruitment process for the position can take between 4-5 months. This timeline may vary depending upon the number of applications received, the adequacy of the applicant's experience and knowledge.

Approval of a contract now should provide ample time to recruit and fill the City Manager positions prior to Ms. Fitzer's retirement date.

Avery & Associates offers a one year guarantee that if a selected candidate resigns, is terminated, or is asked to resign in the first year of employment, Avery & Associates will conduct another recruitment for no additional professional services fee. The only cost to the City would be for new out-of-pocket expenses incurred in identifying a replacement candidate.

### **FISCAL IMPACT**

The total cost for Avery & Associates to conduct the recruitment for the City Manager is a not to exceed total of \$25,400. A maximum of \$6,000 is included in the overall proposal for reimbursable costs directly related to the recruitments such as advertising, clerical time, supplies, printing, telephone, postage, background checks, and consultant travel for client discussions, meetings and local or out-of-area candidate interviews. The professional services fee is \$19,400.

Included in the FY 2019-20 Human Resources Budget is \$25,000 for unanticipated recruitment services.



**ATTACHMENTS**

ATTACHMENT A:

Resolution

ATTACHMENT B:

Contract with Avery Associates for City Manager

Recruitment

**RESOLUTION NO. 2019 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH AVERY & ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$25,400 FOR PROFESSIONAL RECRUITMENT SERVICES FOR THE CITY MANAGER POSITION**

**WHEREAS**, the City Manager has announced her retirement from the City of Pinole effective December 29, 2019; and

**WHEREAS**, a professional recruiter is needed in order to fill the position with the most qualified, skilled and knowledgeable candidate; and

**WHEREAS**, the City has previously successfully contracted with Avery & Associates for recruitment of several City positions; and

**WHEREAS**, Avery & Associates has extensive experience in recruitment for high level executive positions in the public sector and offers a one year guarantee that if an applicant is chosen and resigns, is terminated, or is asked to resign in the first year, Avery & Associates will conduct the recruitment for no additional professional service fee (expenses only); and

**WHEREAS**, the professional services fee for Avery & Associates to conduct this recruitment is \$19,400, with additional costs of not to exceed \$6,000 in expenses, bringing the total cost to a not to exceed amount of \$25,400; and

**WHEREAS**, included in the FY 2019-20 Human Resources Budget is \$25,000 for unanticipated recruitment services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PINOLE** that the City Council does hereby authorize the City Manager to enter into a contract with Avery & Associates in an amount not to exceed \$25,400 for professional recruitment services for the City Manager position.

**PASSED AND ADOPTED** this 16<sup>th</sup> day **July 2019**, 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 16<sup>th</sup> day of July, 2019.

---

Heather Iopu, CMC  
City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF PINOLE AND  
AVERY & ASSOCIATES**

THIS AGREEMENT for consulting services is made by and between the City of Pinole (“City”) and AVERY & ASSOCIATES (“Consultant”) (together sometimes referred to as the “Parties”) as of July 16, 2019 (the “Effective Date”) in Pinole, California.

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

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on July 15, 2020 or upon the Consultant’s completion of the work described in Exhibit A, 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 twenty five thousand and four hundred dollars (\$25,400) dollars, 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 be paid based on the services described in the proposal. The City will pay Consultant a retainer of \$7,400 at the outset of the search. A second invoice of \$6,000 would be submitted upon the City's acceptance of a finalist candidate group. The final balance of \$6,000 would be invoiced upon acceptance of a job offer constituting completion of the search.

**2.2 Final Payment.** City shall pay the final sum due pursuant to this Agreement within thirty (30) 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 Reimbursable Expenses.** Reimbursable expenses in the amount of \$5,500 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.

**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 and TWO MILLION DOLLARS (\$2,000,000) aggregate, combined single limit coverage for

risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of 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 \$250,000 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 canceled by either party, except after thirty (30) days' prior written notice by first class mail, postage prepaid, has been given to the City, ten (10) days notice if cancellation is due to nonpayment of premium. 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 Additional insured; primary insurance.** A certified endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) shall be attached to all policies stating that the City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by

Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

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

**4.4.5 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.

**4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

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

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



- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

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

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

**Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Pinole Business License.** Consultant shall obtain a City of Pinole business license according to the terms of Title 5 of the City of Pinole Municipal Code and deliver to City proof of such business license prior to beginning work under this Agreement. Work under this Agreement cannot begin until the City receives proof that Consultant has obtained a City of Pinole business license.
- 7.6 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

**Section 8. TERMINATION AND MODIFICATION.**

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

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

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

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

**8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

**8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Consultant's Performance.** All reports, data, charts, studies, photographs, memoranda, 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 “A-D” 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 Michelle Fitzer who shall act as the City’s representative. All correspondence shall be directed to or through Michelle Fitzer or his or her designee.

**10.10 Notices.** Any written notice to Consultant shall be sent to:

Paul Kimura, Principal  
3 ½ North Santa Cruz Ave., Suite A  
Los Gatos, CA 95030

Any written notice to City shall be sent to:  
Michelle Fitzer, City Manager

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

CONSULTANT

\_\_\_\_\_  
Michelle Fitzer, City Manager

\_\_\_\_\_  
Paul Kimura, Principal

Consultant's City of Pinole Business  
License #: 19-08550

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Eric Casher, City Attorney

**EXHIBIT A**

**SCOPE OF SERVICES**



## Recruitment Team for the City of Pinole

Paul Kimura will serve as the Project Lead for this assignment and will be assisted by Bill Lopez. Mr. Kimura will be personally involved in the initial client meetings, development of the ideal candidate profile and search strategy, interviewing and assessment of candidates, the presentation of candidates, attendance at final interviews and will be available throughout the search process to provide other related consulting services.

## Recruitment Plan

### I. Position Profile and Organizational Assessment

The initial assessment phase is a critical component of the search process. Mr. Kimura will individually meet with members of the City Council and as appropriate, members of the City's leadership team to discuss the organizational needs and position requirements and to formalize the job description. Our goal for this aspect of the recruitment process is to:

- Understand the City priorities for this position.
- Develop a clear understanding and consensus on the expertise, experience, education, performance attributes and operational style of the ideal candidate.
- Discuss the goals, objectives, deliverables, and challenges related to this position.
- Gain insight of the various organizational dynamics and departmental issues that exist within the organization.
- Identify the compelling aspects to this opportunity.

The formal position description and a subsequent ideal candidate profile would be developed from the above discussions and incorporated into the formal position announcement. The candidate profile is also utilized in various other means as a marketing tool, for advertising copy, postings, and for other announcements.

### II. Development of the Search Strategy

Our search strategy will be developed in conjunction with the organizational assessment. The final approach is based on your input and considerations during the assessment activity. We would incorporate the following elements into this search:

- Original research, which consists of identification and contact of current incumbents or other candidates who meet the profile, but are not actively seeking other employment.



- Development of a targeted candidate list based on our extensive database of key executive contacts, referrals and recommendations from key sources, and other current and former City Management personnel who have extensive contacts and networks in this area.
- Public information sources that include various membership listings such as the League of California Cities, ICMA and the various municipal organizations within the U.S.
- An extensive mailing campaign to current city managers and select assistant managers throughout the U.S.
- Print advertising in ICMA Newsletter, Jobs Available and any other print publications deemed appropriate by the City.
- Internet job postings on national public sector employment bulletin boards, City Management and Municipal association-based web sites, and our company website.

### III. Candidate Assessment

Our assessment process involves several “tiers” of evaluation. All candidates responding to this position will initially be evaluated based on their resume and if appropriate, an extensive phone “screening” by a member of the project team. Candidates who pass the initial “qualifying” criteria are then scheduled for a formal interview with Mr. Kimura. These extended personal interviews typically take one hour and a thorough discussion of their experience, accomplishments, management philosophy and interpersonal style takes place.

In interviewing candidates, we utilize a methodology based on “behavioral” interview techniques. Fundamentally, this approach explores a candidate’s past accomplishments and experiences that relate to the position being considered. The philosophy here is that the best indicator of future performance is to evaluate past behavior. This methodology allows the firm to “project” how a candidate would approach and address the key challenges in the new position.

Those individuals who best fit the position requirements will have a Candidate Assessment Report developed by the Principal who conducted the interview. Additionally, two initial reference interviews are performed on these candidates. The reference interviews provide our clients with additional insights on the candidate’s “behavior” and style.



#### IV. Candidate Presentation

Upon completion of formal interviews, a selection of candidates for presentation is made. We feel our extensive qualification, interview, and reference interviewing process and the knowledge gained during our initial assessment period; enable our client to proceed with fewer rather than more finalists. However, we will not restrict or limit the number of candidates recommended as this decision is related to the overall strength and depth of the candidate pool.

The final candidates are presented in our extensive candidate presentation “book”. Each finalist will have a file consisting of a candidate summary sheet, the submitted cover letter and resume, the Candidate Assessment Report (based on the “behavioral” interview), and two candidate reference interviews. This extensive profile on each recommended candidate continually generates positive feedback from our clients as it provides extensive detail beyond just a resume.

The Candidate book also identifies other candidates who were given secondary consideration, which provides the client insight on others who were interviewed. Candidate summary sheets are created for everyone who submitted a resume would also be included. This provides the client an insight to the level and nature of response for their position.

#### V. Selection Process

Once the final candidate interview group is identified, we will assist in the structuring of the interview process and coordinate the interview scheduling activity. Our firm will also provide candidates with guidance related to travel planning, hotel accommodations, as well as other interview planning issues. Our firm will also develop potential interview questions and be in attendance during final interviews to help facilitate the process and to lead an end of day debrief and evaluation process.

#### VI. Position Closure and Follow-Up

Based on the firm’s experience in human resource management and executive search, we are able to assist our clients in formulating appropriate compensation and other employment arrangements. We will be available throughout our retention to assist in this process.

As a matter of policy, Avery Associates monitors the transition and progress of any executive we place with a client. Within the first three to six months following the hired individual joining the City, we will speak with that individual to ensure the transition has effectively occurred. During the same period we will also review the individual’s status with your office.



## Recruitment Schedule

Task	Scheduled Dates
<i>Search Initiation, Marketing &amp; Advertising Development:</i> <ul style="list-style-type: none"> <li>▪ <i>Initial meetings with city manager and city staff to define the ideal candidate profile</i></li> <li>▪ <i>Develop draft of recruitment brochure for approval by client</i></li> <li>▪ <i>Recruitment strategy finalized</i></li> <li>▪ <i>Determination of advertising scope and placement deadlines</i></li> <li>▪ <i>Brochure designed and printed</i></li> </ul>	<i>Weeks 1 - 4</i>
<i>Marketing, Advertisement and Outreach Period:</i> <i>Advertise in:</i> <ul style="list-style-type: none"> <li>▪ <i>Mailing of brochures</i></li> <li>▪ <i>Jobs Available</i></li> <li>▪ <i>ICMA newsletter and website</i></li> </ul> <i>Preliminary candidate screening</i>	<i>Weeks 4 - 10</i>
<i>Candidate Review - Screening and Finalists Selection</i>	<i>Weeks 9-12</i>
<i>Development and finalization of Interview process and interview questions</i>	<i>Weeks 13-14</i>
<i>Interviews with City</i>	<i>Week 15</i>
<i>Final interviews and reference checks</i>	<i>Week 16</i>
<i>Appointment Offer/Acceptance</i>	<i>Week &gt;17</i>
<i>Report to Work Date</i>	<i>Week &gt;17</i>



**EXHIBIT B**

**COMPENSATION SCHEDULE**

## Consulting Fee

Based on the services described in our proposal, the professional services consulting fee for this recruitment will be \$19,400. We would provide our first consulting invoice in the amount of \$7,400 at the outset of the search. A second invoice of \$6,000 would be billed with the presentation of candidate recommendations and the final invoice of \$6,000 for the retainer will be submitted at the completion of the search. The consulting fee will be inclusive of all services defined within this proposal unless otherwise stated.

In addition to the Professional Services Fee, normal and direct out-of-pocket expenses associated with the search are charged back to the client. Expenses for this assignment would not exceed \$6,000 without the express consent of the City. These expenses include: advertising, clerical time, supplies, printing, telephone, postage, background checks and consultant travel for client discussions, meetings, local and out-of-area candidate interviews. All expense items are reimbursed "at cost" and will be detailed and billed on a monthly basis.

## Guarantees and Ethics

Whenever William Avery & Associates, Inc. is retained; we make several guarantees and commitments to a client. Due to our experience, knowledge and success within the management-consulting field, we assure a client that we will only present candidates who meet a substantial majority of the ideal qualifications that you have outlined. We are also committed to continue our search efforts until a successful candidate is employed.

During our placement efforts, we openly share any relationships, previous experience and knowledge for any candidate we present for consideration. Our commitment and responsibility is to our clients and their best interests.

It is also our practice to replace a candidate who may voluntarily resign during the first year of his/her employment. This same commitment applies if the client finds it necessary to terminate or to request the resignation of the selected individual in the first year for any reason. In either case, we invoice a client only for out-of-pocket expenses incurred in identifying a replacement.



**EXHIBIT C**  
**CITY-FURNISHED FACILITIES**

City shall furnish physical facilities such as desks and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees, reviewing records and the information in possession of the City, and interviewing candidates. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.



## **CITY COUNCIL REPORT**

**7E**

**DATE: JULY 16, 2019**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING A REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES FOR CITY OCCUPIED FACILITIES**

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### **RECOMMENDATION**

It is recommended that the Council adopt a resolution authorizing the release of a Request for Proposals for Janitorial Services for City Occupied Facilities.

### **BACKGROUND**

The City has been working with Universal Building Services and Supply Company (UBS) as the primary service provider for janitorial services for six (6) City facilities since 2008. The original contract with UBS included City Hall, Public Safety, PH WPCP Administration Building, Corporation Yard office space, the Swim Center, and limited services for Tiny Tots. The contract was executed November 8, 2008. The expiration with all options was June 30, 2013.

By mutual agreement the contract has been kept in force with two side agreements one to acknowledge increasing the work at City Hall to add the first floor office space, and a second to increase the cleaning frequency at the Swim Center for swim season. The contract does allow for annual cost adjustments, not to exceed the SF Bay Area CPI. Over the life of the contract, costs have increases on average 1.42% annually.

For some of the City facilities, janitorial services have been provided by Jan Pro. Jan Pro currently provides services for the Senior Center, Youth Center, and Tiny Tots. Terms have been negotiated annually. The contract values falls within the City Manager signing authority.



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## **REVIEW AND ANALYSIS**

While the ongoing contractual relationship with UBS continues to be effective, it will be beneficial to issue a Request for Proposals for janitorial services plus it is best practices that the City periodically reevaluate service costs through an RFP process. Through this RFP process, we can aggregate the services under one contract, easing administration and the process will allow us to update cleaning parameters and frequencies to better serve our current needs.

We have several restrooms within our park network that warrant more frequent cleaning than our present service levels. Much like the Swim Center, park restrooms have a peak season and could benefit from more frequent and weekend cleaning. Public Works crews have been tasked with Park Restroom cleaning in the past, but available resources are committed to other City functions thus are not available for increased frequency.

Additionally, the Senior and Youth Center kitchens may require additional services to meet the peak demands of the successful lunch and rental program.

The Request for Proposal may need some minor revision to clarify and refine the cleaning parameters and frequencies but it is substantially ready for release. The requested action is in accordance with the current City Procurement Policy.

## **FISCAL IMPACT**

Current janitorial services for the facilities are approximately \$70,000 per year. There is no fiscal impact of issuing this RFP. The cost of janitorial services will be dependent on the RFP responses received.

## **ATTACHMENTS**

Attachment A: Resolution

Attachment B: RFP including draft exhibits

**RESOLUTION NO. 2018 –**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AUTHORIZING THE RELEASE OF A REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES FOR CITY OCCUPIED FACILITIES**

**WHEREAS**, the City occupies various building as part of its government services; and

**WHEREAS**, the City desired to provide inviting, clean, and healthy building for its employees and the public; and

**WHEREAS**, the City has contracted for janitorial services at its facilities for many years due to staff constraints to perform this work at the optimal schedule while facilities are empty; and

**WHEREAS**, it is Industry Best Practices that the City periodically reevaluate services and associated costs through an RFP process; and

**WHEREAS**, this Request for Proposal also complies with the City's Procurement Policy; and

**WHEREAS**, the City has included funding for this effort in the FY 2019-20 operating budget.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Pinole does hereby authorize the release of a Request for Proposal for Janitorial Services for City Occupied Facilities.

**PASSED AND ADOPTED** at a regular meeting of the Pinole City Council held on the 16<sup>th</sup> day of July, 2019, the 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 11th day of June, 2019.

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Heather Iopu, CMC  
City Clerk

**CITY OF PINOLE, CALIFORNIA**

**Public Works Department**



**CONTRACT DOCUMENTS  
FOR  
ANNUAL JANITORIAL SERVICES AND BUILDING MAINTENANCE**

**Including:**

- Notice to Contractors**
- Special Provisions**
- Statement of Qualifications**
- Proposal**
- Contract**

**Proposal Due Date: August 20, 2019  
Time: 4:00PM**

**CITY OF PINOLE  
ANNUAL JANITORIAL SERVICES AND BUILDING MAINTENANCE**

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## NOTICE TO CONTRACTORS

**AGENCY:** City of Pinole, California  
**DEPARTMENT:** Public Works Department  
**CONTACT:** Joe Bingaman, Public Works Manager  
(510) 724-8947  
**ADDRESS:** 2131 Pear Street, Pinole, CA 94564

**PROJECT TITLE: ANNUAL JANITORIAL SERVICES & BUILDING MAINTENANCE**

**PROJECT DESCRIPTION:** Provide daily, weekly and quarterly janitorial cleaning services at six City owned facilities. Provide additional janitorial services as needed or requested.

**CONTRACT PERIOD:** Through June 30, 2021 (Renewable term)

**CONTRACT DOCUMENTS:** Available at [publicpurchase.com](http://publicpurchase.com).

**PRE-PROPOSAL MEETING and TOUR:** July 24, 2019 at 9:00 AM at Public Works Department, 2131 Pear Street, Pinole

**BASIS OF SELECTION:** An evaluation of the qualifications of the bidder, responses from client references, and the submitted cost proposal will be used in selecting the contractor. Relevant selection criteria are outlined in the Instructions to Proposers. This is not a "public project" as defined by Public Contract Code Section 20161. Therefore the City is not required to award this project to the "lowest responsible bidder." The City retains the right to reject any or all proposals received, to reject any items of the bid, to adjust quantities and to waive any defects or informalities in the proposal process. Proposals shall be valid for a period of 60 days after the bid due date.

**PROPOSALS DUE DATE: August 20, 2019 Time: 4:00 PM**  
**Public Works Department, 2131 Pear Street, Pinole, CA 94564**

**SPECIAL REQUIREMENTS:** Proposer's attention is directed to the Special Provisions, which identifies requirements for the following:

- Payment of Prevailing Wage Rates
- Non-discrimination
- Payment Bond
- Insurance and Indemnification
- City Business License

**EXPENDITURE RANGE:** \$90,000 per year.

**CITY OF PINOLE  
ANNUAL JANITORIAL SERVICES AND BUILDING MAINTENANCE**

**INSTRUCTIONS TO PROPOSERS**

**SUBMITTAL REQUIREMENTS:** Each proposal must be submitted in a sealed envelope, addressed to the City of Pinole, Public Works Department, 2131 Pear Street, Pinole, 94564. Each sealed envelope containing a proposal shall be plainly marked on the outside as "Proposal to the City of Pinole -- Annual Janitorial Services and Building Maintenance" and the envelope shall bear on the outside the proposer's name and complete address. If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the City of Pinole, Public Works Department, 2131 Pear Street, Pinole, 94564.

All bids must be made on the required bid form. All blank spaces for bid prices must be, completed in ink or typewritten. The bid form must be fully completed and executed when submitted. Only one copy of the submittal is required.

Proposer's attention is directed to the Special Provisions, which identifies requirements for the following:

- Payment of Prevailing Wage Rates
- Non-discrimination
- Payment Bond
- Insurance and Indemnification
- City Business License

**DISCREPANCIES IN PROPOSAL:** Bidder shall furnish a cost proposal for each item of work included on the proposal form. If the unit price times the quantity does not equal the product calculated on the bid form, the unit price shall govern. If the unit price in dollars is different than the written words, the written words shall govern. If the sum of extended bid items entered on the proposal form does not equal the actual total, the actual total shall govern.

**SELECTION PROCESS:** This project is not a "public project" as defined by Public Contract Code Section 20161. Therefore, the City is not required to award this contract to the "lowest responsible bidder" as provided for in Public Contract Code Section 20162. The City may award this contract to the bidder, which in the City's sole and exclusive discretion will best perform the tasks required, even if that bidder is not the lowest responsible bidder.

There will be no public bid opening. The City will review proposals received and first screen them according to the minimum qualifications. Those passing this step will be evaluated according to the criteria identified in the following section. Firms will be notified if they are being further considered. The City may interview one or more proposers.

If all required documentation is acceptable, the contract will be awarded to the highest ranked contractor. A Notice to Proceed will be issued following complete execution and submittal of all contract documents and receipt of authorization from the City Council.

**MINIMUM QUALIFICATIONS:** By submittal of a proposal, contractor certifies that he has met the following minimum qualifications that have been established for this project.

- Ability to maintain insurance at the limits required in the Special Provisions.

**SELECTION CRITERIA:** The City will evaluate each proposal with respect to the following:

- Relevant Experience (of firm and assigned personnel)
- Reference checks
- Resources (personnel and equipment)
- Cost Proposal (bid schedule and hourly rates for additional work)
- Completeness of Proposal Submitted

The City desires to retain a contractor who possesses the following specific qualities:

- Proven responsiveness, quality, and safety record on previous contracts
- Reasonable cost proposal
- Assigned personnel with similar experience

It is the City's intent to select the contractor with the best combination of qualifications and cost proposal.

The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to perform the work contemplated therein.

**ACCEPTANCE OR REJECTION; WITHDRAWAL:** The City may waive any informalities or minor defects or reject any and all proposals or portions thereof. Any proposal may be withdrawn prior to the scheduled time for the receipt of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No proposer may withdraw a proposal within 60 days after the actual due date thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City and the proposer(s) still being considered by the City.

**EXECUTION AND RETURN:** The Contract Documents for this project will be incorporated by reference into the executed contract with the contractor.

The selected proposer will be required to execute the contract within ten calendar days from the date when Notice of Award and contract are mailed to the proposer. In case of failure of the proposer to execute the contract, the City may at its option consider the proposer in default, in which case the proposer will be liable to the City for the full amount of the proposal guarantee.

**PERSONAL EXAMINATION:** Bidders must review the nature and quantities of the work and the location thereof described in the Contract Documents by examination of the sites and a review of the specifications and exhibits including addenda. After proposals have been submitted, the proposer shall not assert that there was a misunderstanding concerning the nature or quantities of the work to be done or the location thereof.

**SUBCONTRACTING:** Each proposer shall state in the proposal the subcontractors that the contract intends to employ to perform any labor or work, or render any services in or about the construction of the work or improvement. The listing shall include the name of each subcontractor, the location of his place of business and the nature of the work to be performed by the subcontract. The contractor shall not be permitted to change subcontractors without the written approval of the City. If the bidder fails to stipulate a subcontractor for an portion of the work under this contract, it shall be understood that this work will be performed by the contractor and that the contractor shall not be permitted to subcontract that work without the prior written approval of the City.



**CITY OF PINOLE  
ANNUAL JANITORIAL SERVICES AND BUILDING MAINTENANCE**

**SPECIAL PROVISIONS**

**PART A: CONTRACT ADMINISTRATION**

**Definitions**

**City** - The City of Pinole, Contra Costa County, California

**Manager** - The Public Works Manager of Pinole or his/her designee

**Contractor** - The person/company performing the services as set forth below

**Award of Contract**

The contract, if it is to be awarded, shall be awarded in accordance with the selection process and criteria contained in the Instructions to Proposers. A single contractor will be recommended for contract to the City Council. The City reserves the right to reject any and all proposals or portions thereof, and to waive any informality in the bidding.

**Execution of Contract**

The successful proposer shall enter into a contract with the City to perform the work herein specified in accordance with all the terms and conditions set forth in these specifications and at the prices set forth in the contractor's bid or at such modified prices as are agreed upon between City and contractor pursuant to the provisions of these contract documents for price adjustment.

**Assignment of Contract**

Neither the City nor the contractor may assign this contract without the written consent of the other, nor shall the contractor assign any monies due or to become due to the contractor without the previous written consent of the City.

**Term of Contract; Option to Renew**

The contract shall commence on the date of contract execution and extend through June 30, 2021. The City shall have the option to renew said contract for not more than three additional, successive one year terms upon the same terms and conditions as provided in the contract awarded hereunder, subject to the price and scope modifications that have been agreed upon from time to time by the City and contractor pursuant to the provisions in these contract documents entitled "Annual Cost Adjustment" and "Adjustments in Scope of Quantity of Work".

**Annual Cost Adjustment**

If annual contract renewals are exercised, the contractor may request an adjustment of the contract prices annually on July 1 for the following 12 months. Such prices shall be negotiated by the City and contractor, and shall not be increased or decreased by more than the SFBA construction price index as established by ENR Magazine.

**Adjustments in Scope or Quantity of Work**

- a) **Bid Schedule Work.** The City reserves the right to increase or decrease quantities of work included by the Bid Schedule or to delete entire bid items from the bid schedule, either before execution of the contract or during the contract term. Such increase, decrease, or deletion shall not affect the contract price for that item or other items of work.

Bid Schedule work may include ongoing, regularly scheduled tasks, or work requested by the Manager through issuance of written and signed work orders.

- b) **Rate Schedule Work.** From time to time, City may desire contractor to perform related services, which are not specified on the bid schedule. The contract incorporates hourly rates for certain labor classifications and equipment, which City envisions may be utilized for related services during the term of the contract. Such work would be performed upon issuance of a written work order signed by the Manager, which will be based either on a negotiated level of effort or on a time-and-materials basis.
- c) **Additional Services.** If related services are desired by the City, which are not covered by the Bid Schedule or by the hourly rate schedule, the fee shall be negotiated and a written work order issued accordingly by the Manager. Contractor shall not be entitled to compensation for additional services unless a prior written work order has been executed describing the work and specifying the compensation therefor.

**Adjustments in Time Allowed**

Adjustments in the time required for performance by the contractor for work either because of a change in the scope of the work or because of other conditions claimed by the contractor as necessitating such a time adjustment shall be made by one of the following methods:

- a) The time extension or reduction shall be agreed upon by the parties and confirmed in writing, signed by both parties; or
- b) If the parties are unable to agree on the time extension or reduction, the City shall make a determination of the time extension or time reduction to be allowed for a change.

Failure to agree to an extension or reduction of time for performance of the contract shall not excuse the contractor from proceeding with the prosecution of the work as changed.

### **Payment**

Contractor shall submit invoices in a format specified by City or on a form provided by City. Data contained shall be sufficient for City to determine work performed; manpower, materials, and equipment used; and applicable unit prices. City shall pay the contractor within 30 days of receipt of these monthly invoices.

### **Withholding of Payments**

The City reserves the right to withhold payments on account of:

- a) Defective work not remedied;
- b) Failure of the contractor to make payments to subcontractors of for materials or labor.
- c) Default by the contractor in the performance of any of the terms and conditions of the contract.
- d) For any materials on hand which are not incorporated into the work.
- e) Work performed without City authorization.

### **Release of Withheld Funds**

In accordance with the provisions of Public Contract Code Section 22300, the Contractor may elect to receive retained amounts by depositing securities of equivalent value. Should such an election be made, the contractor shall enter into an Escrow Agreement in a form approved by the City. Such securities, if deposited by the contractor, shall be valued by the public agency's Finance Director (Treasurer), whose decision on valuation of the securities shall be final.

### **Record Keeping**

Contractor shall keep files and records of work orders, payrolls, subcontracts, material and contractual service invoices and equipment rental invoices. All such records and files shall, upon demand, be made available by contractor to the Manager for inspection. Contractor shall maintain these records for at least four years from the date of the completion and/or termination of this contract.

### **Temporary Suspension**

The City shall have the right to suspend the work wholly or in part, for such time as the City may deem it necessary due to unsuitable weather, or due to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as the City deems necessary due to failure on the part of the contractor to carry out orders given or to

perform any provisions of the contract. The contractor shall immediately obey such orders and shall not again resume work until ordered in writing by the City.

**Termination of Contract Without Cause**

The City may terminate this contract without cause by giving thirty days prior written notice to the contractor. If the event the City terminates the contract without cause, the City shall pay the contractor for all work completed as of the date of termination for which payment is due and owing. The City shall also reimburse the Contractor for all costs necessarily incurred for organizing and carrying out the stoppage of the work and paid directly by the contractor, not including overhead, general expenses, or profit. The City shall not be responsible for reimbursement to the contractor for any continuing contractual commitments to subcontractors or material suppliers or penalties or damages for canceling such contractual commitments inasmuch as the contractor shall make all subcontractors and other commitments subject to this provision.

**Termination of Contract with Cause**

The City may terminate this contract if the Contractor:

- a) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b) Fails to make payments to laborers, material suppliers or subcontractors for materials or labor in accordance with the respective agreements between the contractor and the subcontractors;
- c) Persistently disregards laws, ordinances or rules, regulations or orders of the City;
- d) Fails to prosecute the work properly, or fails to complete the work in the time provided for in the contract;
- e) Fails to perform any provisions of this contract.

When any of the above causes exist, the City may, without prejudice to any other rights or remedies of the City, and after giving the contractor seven days written notice, terminate the contract and finish the work by whatever reasonable method the City may deem expedient by either using the City's own labor force or by contracting the work to another person or entity.

If the City terminates the contract, the contractor shall not be entitled to receive further payment until the work is completed. If the unpaid balance of the contract price exceeds the cost of finishing the work, including fees and charges for engineers, attorneys and other professional services necessary for the completion of the work, such excess shall be paid to the contractor. If such costs exceed the unpaid balance, the contractor shall pay the difference to the City.

**Resolution of Contract Disputes**

- a) All claims, disputes and other matters in question between the City and contractor arising out of or relating to this contract, or the breach thereof, shall be submitted to non-binding mediation to a mediator agreed to by the City and the contractor prior to the initiation of any litigation unless the City and the contractor mutually agree otherwise.
- b) The cost of the non-binding mediation shall be split proportionately between the City and the contractor.
- c) Should such non-binding mediation fail to resolve the dispute, then the matter shall be submitted to mandatory arbitration under the auspices of the American Arbitration Association Construction Industry Arbitration Rules in effect at the time the arbitration is filed, provided that both the City and the contractor agree to arbitration.
- d) A comparable provision requiring mediation and arbitration for the resolution of disputes shall be added to all contracts between the contractor and any subcontractors authorized to provide work on the project.

**PART B: CONTRACT REQUIREMENTS**

**Contractor's License**

There is no requirement for the contractor to possess a valid contractor's license, as issued by the State of California Department of Consumer Affairs, at the time the bid is submitted and for the duration of the contract period.

**Business License**

A current City business license is required before the commencement of work under this agreement and must be kept current over the duration of the contract.

**Bonds**

The contractor shall provide, at the time of execution of the contract for the work, and at no additional cost to the City, a surety bond in an amount of \$10,000 as security for the payment of all persons performing labor and furnishing materials in connection with said contract.

**Indemnification**

To the extent permitted by law, the contractor shall indemnify, defend, and hold City, its officers, employees, agents and volunteers harmless from and against any and all liability, loss, damage, 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, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage caused by the sole negligence or willful misconduct of the City. It is understood that the duty of contractor to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this agreement does not relieve contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not insurance policies have been determined to be applicable to any of such damages or claims for damages.

### **Insurance**

Without limiting contractor's indemnification obligations provided for above, contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives and employees.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001)
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto)
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- C. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The City, its elected or appointed officials, employees, and agents are covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
  2. For any claims related to this project, the contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials and employees. Any insurance or self-insurance maintained by the City, its officers, officials and employees shall be excess of the contractor's insurance and shall not contribute to it.
  3. The insurance provided by this policy shall not be suspended, voided canceled, reduced in coverage or in limits except after thirty days written notice has been provided to the City by mail, return receipt requested.
  4. The Workers' Compensation insurance required above shall also contain the following language through which the insurance company agrees to waive all rights of subrogation against the City, its elected or appointed officials, officers, agents and employees for losses paid under the terms of this policy which arise from the work performed by the insured for the City.
- D. Acceptability of Insurers: Insurance is to be placed with insurers with a current Best's rating of no less than A:VII.
- E. Verification of Coverage: Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owner's policy, provided those forms or policies are approved by the City and amended to conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. Failure to provide these forms within the time period specified by City may result in the award of this contract to another contractor should the City, in its sole discretion, decide to do so.

- F. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- G. Deductibles and Self Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- H. Form of Insurance: Prior to commencing work under this agreement, the contractor shall submit to the City documentation evidencing the required insurance signed by the insurance agent and companies named. This documentation shall be on forms, which are provided by the City and attached hereto. No other forms shall be acceptable to the City unless the City expressly permits the use of such forms. This contract shall not be executed until these forms are submitted to and approved by City. Failure to provide these forms within the time period specified by City may result in the award of this contract to another contractor should the City, in its sole discretion, decide to do so.
- I. Term of Insurance: The insurance herein above specified shall be kept in full force and effect until completion to the satisfaction of the City and acceptance by the City of all work to be performed by the contractor under the contract. In the event City receives notification that the Contractor's insurance will be suspended, voided, canceled, reduced in coverage or limits, and the Contractor does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of the insurance, City may either consider this a contract breach and terminate the contract, or City may secure the required insurance to satisfy conditions of this contract and deduct costs of this insurance from monies which would otherwise be due and payable to the contractor for services rendered under the terms of this contract.

**Compliance with Applicable Laws**

Contractor shall comply with all Federal, State and Local laws, statutes, ordinances, rules and regulations affecting the performance of this contract.



**Non-Discrimination**

The contractor shall comply with all applicable laws, rules and regulations barring discrimination on the basis of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. Except as otherwise expressly required by applicable laws and regulations, the City shall not be responsible for monitoring the Contractor's compliance with any applicable laws, rules, and regulations.

**California State Labor Code Requirements**

- A. Apprentices: Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code. Contractor shall comply with the provisions of these sections for all apprentice occupations. In the event the contractor willfully fails to comply with the provisions of these sections, the contractor shall forfeit as a civil penalty the sum of \$50.00 for each calendar day of non-compliance. These monies may be withheld by the City pursuant to the provisions of Section 1777.7 of the Labor Code.

- B. Prevailing Wage Rates: As required by Sections 1770, et seq. of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage rates are on file with the City. Copies shall be made available to any interested party on request. The contractor shall post a copy of the prevailing wage rates at each job site.

The contractor shall, as a penalty to the Owner, forfeit \$25.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed for any public work done under this contract by the contractor or by any subcontractor.

- C. Payroll Records - Retention and Inspection: Each contractor and subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the performance of this contract. These payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor according to the terms and conditions and requirements contained in Labor Code Section 1776.
- D. Workers' Compensation: In accordance with Section 3700 of the Labor Code, the contractor, by executing this contract, makes the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract."

Notwithstanding this provision, the contractor shall provide workers' compensation insurance as required by Section XVI of this contract and furnish to the City the endorsement form included in the contract documents evidencing proof of this insurance.

- E. Working Hours: The contractor shall comply with all applicable provisions of Section 1810 to 1815 of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the City, forfeit \$25.00 for each worker employed in the execution of this contract by the contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay.
- F. Travel and Subsistence Pay: The contractor shall comply with the applicable provisions of Section 1773.8 of the Labor Code regarding the payment of travel and subsistence payments to each worker necessary to execute the work required by this contract.

### **Permits**

The contractor shall procure all permits and licenses, pay all charges and fees therefore, and give all notices necessary and incidental to the due and lawful prosecution of the work.

### **Independent Contractor**

The status of contractor is that of an independent contractor. Neither contractor nor contractor's employees are considered officers, employees, or agents of the City for any reason or purpose whatsoever. Neither contractor nor contractor's employees are entitled to any of the rights, privileges, benefits or services available to the City and its officers, employees and agents.

### **Subcontractors, Suppliers and Others**

The contractor shall not assign or sublet any portion of the services to be performed under this agreement without the prior written consent of the City.

Subcontracts shall be subject to all of the terms and conditions of the contract entered into between the City and the contractor, and any renewals thereof, and the Contractor shall cause appropriate provisions to be inserted in all subcontracts to bind subcontractors thereto.

The contractor shall be fully responsible to the City for all acts and omissions of the subcontractors authorized by the City, suppliers and other persons or organizations performing or furnishing any of the work on the project under a direct or indirect contract with the contractor in the same manner and to the same extent as the contractor is responsible to the City for its own acts and omissions. Nothing in the contract documents shall create any contractual relationship between the City and any subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by law.

#### **PART C: DESCRIPTION OF THE WORK**

**Location of the Work:** City of Pinole

**Description of the Work:** At locations as listed in these documents and as directed by the City, the routine janitorial services described in the attached Exhibits.

**Contractor's Role:** To provide the City of Pinole with scheduled and "on-call" services to perform the work as described herein.

#### **PART D: CONDUCT OF THE WORK**

##### **Contractor's Representative**

Contractor shall assign one of its supervisory staff to be responsible for and coordinate with the Manager the services to be performed under this contract. Contractor's representative for this project is:

_____	_____	_____
Name	Title	Emergency Phone

##### **City's Representative**

The City staff person responsible for coordination and direction on behalf of the City is:

<u>Joseph Bingaman</u>	<u>Public Works Manager</u>	<u>510-724-9847</u>
Name	Title	Emergency No.

**Skilled Personnel**

Contractor shall provide properly skilled personnel to perform all services under this contract. It is contractor's responsibility to recruit, train, and supervise the employees contractor retains to perform the services provided for in this contract.

**Equipment**

Contractor shall furnish, maintain and use sufficient modern, safe, and efficient equipment and tools to perform the work required hereunder. The Manager may direct the contractor to discontinue the use of any equipment or tools that in the opinion of the Manager are not in an acceptably safe and usable condition.

**Materials**

The contractor shall furnish all materials required to complete the work. Contractor shall provide certification to the engineer of all materials used while executing the terms of this contract.

**Work Schedule:** Refer to "Scope of Work" document for schedule of services to be performed at each facility.

**Hours of Work:** To minimize the disruption of work or activities of City staff at the various facilities during normal business hours, the contractor shall perform janitorial activities during the evening hours after the close of business or at other times when the facilities are not in use.

**Work Order Procedures:** To be determined.

**Emergency Call-Out Procedures**

Within ten working days after entering into the contract with City, contractor shall submit to the Manager for approval a procedure to provide for emergency response on nights, weekends and holidays. After approval, the contractor shall implement the procedure. The procedure may be modified at any time by mutual agreement of contractor and the Manager.

**Inspection of Work**

The City will regularly inspect each area of work. Contractor shall provide access to work sites at all times. In the event the inspection report notes failures to satisfactorily perform the work, the contractor shall immediately rework the unsatisfactory areas as directed by the City.

The inspection of the work shall not relieve the contractor of any of the obligations to fulfill the contract as prescribed. Work unsatisfactory to the City shall be corrected notwithstanding the fact that such defective work had been previously overlooked by the City and accepted.

**City's Right to Do the Work**

In the event that the work is not completed within the time specified by this contract, or any extension thereof, the City, after written notice to the contractor, and in addition to any other remedy at law or in equity, may complete the work by its own forces or by contract. The City shall endeavor to provide the contractor with seven days written notice of the City's intention to complete the work. However, the City retains the sole and total discretion to provide a shorter notice period, or to dispense with written notice altogether, should the City determine that conditions require the immediate completion of the work. If the City dispenses with written notice prior to the completion of the work, the City shall provide such notice as soon as practicable after the work has been completed. In the event that the City completes the work, the contractor shall be responsible for the entire cost incurred by the City for the completion of this work, including but not limited to, fees and charges for engineers, attorneys and other professionals. If the cost of completion exceeds the contract price provided by this contract, the contractor shall be responsible for the difference and shall pay this amount to the City upon seven days written notice.

**Acceptance of Non-Conforming Work**

If the City prefers to accept work, which is not in accordance with the requirements of the contract documents, the City may do so instead of requiring its removal and correction. If the City, in its sole and exclusive discretion, chooses to accept the nonconforming work, the City shall reduce the contract price in a manner, which in accordance with these contract documents is appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

**Warranty**

If within one year from the date of acceptance of the work by the City, or such longer time as may be prescribed by law or the contract documents, any work is found to be defective, the contractor shall promptly, and without cost to the City, and in accordance with the City's written instructions, either correct the defective work, or, if the work has been rejected by the City, remove it and replace it with non-defective work. If the contractor does not promptly comply with the terms of the City's instructions, or if an emergency exists which would result in the serious risk of loss or damage if the work is not immediately corrected, the City may correct the defective work or have the rejected work removed and replaced. If the City performs the corrective work or the replacement of the rejected work, the contractor shall be responsible for all of the City costs in performing this work including but not limited to, fees and charges for engineers, attorneys and other professionals.

**Public Convenience and Safety**

Contractor shall conduct the operations as to cause the least possible obstruction and inconvenience to traffic or other use of the public facilities. Contractor shall comply with all rules and regulations established by the City which are relevant to the subject matter of this contract. Contractor shall comply with all applicable requirements of the State Vehicle Code.

The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The contractor shall provide all necessary protection to prevent damage, injury or loss to employees on the work; materials and equipment; and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements and utilities not designated for removal, relocation, or replacement as part of the project.

Whenever the contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall furnish at contractor own expense and without cost to the City, such flagmen, guards, signs, and warning and safety devices as are necessary to give adequate warning to the public of any dangerous conditions to be encountered.

Contractor shall notify Manager of the work schedule prior to commencement of non-routine activities. Where appropriate, City's Police Department and individual affected residents shall be contacted regarding work schedule and anticipated impacts.

### **Worker Conduct**

Contractor shall inform employees of appropriate rules of conduct while working at project sites. Employees shall exhibit professional conduct and shall be cordial to the public.

### **Project Appearance**

The Contractor shall maintain a neat appearance at all project sites, keeping them free from the accumulation of waste materials caused by contract operations. At contract completion, the contractor shall remove from the contract sites all waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the contractor fails to adequately clean up, the City may do so and the cost of the clean up will be deducted from any monies otherwise due and owing to the Contractor. Clean up and disposal shall be conducted in accordance with applicable laws and ordinances, including protection of watercourses.

Full compensation for conforming to the requirements of this section shall be considered as included in prices paid for various contract items of work involved and no additional compensation will be allowed therefore.

### **Sound Control**

The noise level from the contractor's operations shall not exceed 86 dB at a distance of 50 feet. This requirement in no way relieves the contractor from responsibility for complying with local ordinances regulating noise level.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

### **Damage to Property**

The contractor shall assume full responsibility for any damage to a project site or any area adjacent to the project site resulting from the contractor's work. Should any claim be made against the City or the contractor by any person or organization for injuries to persons or property resulting from the contractor's performance of the work, the contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. The contractor shall indemnify the City in regards to such claims as part of the contractor's indemnification obligation to the City as provided for in this contract.

### **Maintaining Traffic**

(Not used in this contract)

**CITY OF PINOLE  
ANNUAL JANITORIAL SERVICES & BUILDING MAINTENANCE**

**PROPOSAL**

In submitting this proposal, contractor is presumed to have read the Contract Documents for this project in their entirety. Contractor acknowledges the selection process described therein, which includes a two-part submittal (Statement of Qualifications and Proposal). Contractor further acknowledges the selection criteria and understands that the City is not required to select the lowest responsible bidder. All pages of this Proposal section shall be returned, with all blanks filled in and all documentation provided as requested.

**PART A: STATEMENT OF QUALIFICATIONS**

**1. FIRM INFORMATION**

Name of Proposing Firm (as it appears on Business License): \_\_\_\_\_

Firm is a: \_\_\_\_\_ Individual; \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation

Name of Firm  
Owner(s):\* \_\_\_\_\_

Business Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

Contractor's License Number and Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Size of Firm (Number of Employees): \_\_\_\_\_

Year Company Formed: \_\_\_\_\_

\* If individual, give full name; if partnership, name all partners; if corporation, name officers.



**2. CONTRACTOR'S PREVIOUS EXPERIENCE**

The Proposer is required to state below what work of similar magnitude or character he has done in the past five (5) years and to give references that will enable the City of Pinole to judge his experience, skill and business standing and his ability to conduct the work as completely and as rapidly as required under the terms of the Contract Documents.

1. Agency / Owner: \_\_\_\_\_

Agency Project Manager: \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Agency Reference (if different): \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Year(s) of Contract: \_\_\_\_ -- \_\_\_\_; Duration: \_\_\_\_\_ months

Project Description: \_\_\_\_\_

\_\_\_\_\_

Total Contract Amount: \_\_\_\_\_

\_\_\_\_\_

2. Agency / Owner: \_\_\_\_\_

Agency Project Manager: \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Agency Reference (if different): \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Year(s) of Contract: \_\_\_\_ -- \_\_\_\_; Duration: \_\_\_\_\_ months

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total Contract Amount: \_\_\_\_\_

\_\_\_\_\_

3. Agency / Owner:

\_\_\_\_\_

Agency Project Manager: \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Agency Reference (if different): \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Year(s) of Contract: \_\_\_\_ -- \_\_\_\_; Duration: \_\_\_\_\_ months

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total Contract Amount: \_\_\_\_\_

\_\_\_\_\_

4. Agency / Owner: \_\_\_\_\_

Agency Project Manager: \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Agency Reference (if different): \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Year(s) of Contract: \_\_\_\_ -- \_\_\_\_; Duration: \_\_\_\_\_ months

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total Contract Amount: \_\_\_\_\_

\_\_\_\_\_

5. Agency / Owner:

\_\_\_\_\_

Agency Project Manager: \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Agency Reference (if different): \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Year(s) of Contract: \_\_\_\_ -- \_\_\_\_; Duration: \_\_\_\_\_ months

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total Contract Amount: \_\_\_\_\_

\_\_\_\_\_

## **QUESTIONNAIRE**

Answers to these questions will enable the City to evaluate proposer's understanding of the project, ability to deliver the required services, and approach to service delivery. Attach and initial additional sheets if needed.

1. What is a reasonable response time for your firm (from receipt of work order to arrival on site)?

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2. For the work described in these documents, what would your approach (crew size, equipment, volume of material) be for a typical work day?

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#### **4. RESOURCES TO BE ALLOCATED**

Contractor agrees to commit the following personnel and equipment to this project for the duration of the contract. Substitutions are subject to City approval per the Contract Documents.

##### **PERSONNEL**

- a. Contractor's Representative who will supervise the work and coordinate the service contract with the Manager.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Years with this Contractor: \_\_\_\_\_ Years Doing Similar Work: \_\_\_\_\_

Specialized Training or Certificates: \_\_\_\_\_

- b. Describe proposed number of crews, crew size(s), and crew make-up:

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##### **EQUIPMENT**

DESCRIPTION	YEAR	MAKE	MODEL NO.	OWN / RENT
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

#### **PART B: PROPOSAL**

##### **1. BID SCHEDULE**

Bidder's attention is directed to provisions of the Contract Documents relating to City's authority to adjust scope or quantity of work, and the adjustment procedures.

The following bid prices ***are for janitorial services as shown in the attached exhibits.*** Other required services will be measured and paid on a time and materials basis at the rates provided in Sections 2, 3 and 4 (Rates and Markups for Work not Included in the Bid) of Part B of this proposal.

Item No.	Item Description	Bid Unit Price per Year
A.	City Hall 3 days per week,	\$ _____
B.	Public Safety Building 7 days per week	\$ _____
C.	Swim Center Complex Seasonal variation 1 to 6 days per week Price per day	\$ _____
D.	Corporation Yard 2 days/wk	\$ _____
E.	Water Pollution Control Plant 1 day per week	\$ _____
F.	Tiny Tot Center 2 times per year	\$ _____
G.	Senior Center 5 days per week	\$ _____
H.	Youth Center 5 days per week	\$ _____
I	Park Restrooms Seasonal variation 1 to 6 days per week provide price per day Bayfront Park Fernandez Park Pinole Valley Park (near fields) Pinole Valley Park (near Dog Park)	 \$ _____ \$ _____ \$ _____ \$ _____

J	City Hall, City Council Chamber 1 day per week	\$ _____
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## **2. HOURLY RATES FOR LABOR TO PERFORM WORK NOT INCLUDED IN BID SCHEDULE**

During the contract term, the City may request the contractor to perform work not listed in the Bid Schedule. Procedures for engaging such additional services are contained in the Special Provisions.

The contractor offers the specified labor categories at the indicated hourly rate for these additional services. Hourly rates shall include all direct and indirect costs.

For labor not listed below which is needed to perform additional work, the hourly rate shall be agreed upon between the City and contractor before additional services are performed.

LABOR CLASSIFICATION	HOURLY RATES		
	STRAIGHT TIME	OVERTIME	SUNDAY/ HOLIDAY
1.	\$ _____	\$ _____	\$ _____
2.	\$ _____	\$ _____	\$ _____
3.	\$ _____	\$ _____	\$ _____
4.	\$ _____	\$ _____	\$ _____
5.	\$ _____	\$ _____	\$ _____

## **3. MARK-UP ON MATERIALS FOR WORK NOT INCLUDED IN BID SCHEDULE**

Contractor will charge City the actual invoice of materials used for the additional work plus a fee of

_____percent
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**4. HOURLY RATES FOR ADDITIONAL SERVICES  
TO PERFORM WORK NOT INCLUDED IN BID SCHEDULE**

Hourly rates shall include all costs necessary to provide equipment, including cost of material, and all labor costs required for the specified work.

ADDITIONAL SERVICES TO BE PERFORMED QUARTERLY AND/OR UPON REQUEST	DESCRIPTION OF EQUIPMENT AND PERSONNEL REQUIRED	HOURLY RATES		
		PER HOUR	PER DAY	PER WEEK
1. Window washing inside and out per window		\$	\$	\$
2. Venetian blind cleaning		\$	\$	\$
3. City Council Chamber cleaning		\$	\$	\$
4. Single office cleaning		\$	\$	\$
5. Bloodborne pathogen emergency clean- up		\$	\$	\$
6. Shampoo carpets		\$	\$	\$
7.		\$	\$	\$
8.		\$	\$	\$
9.		\$	\$	\$

## **5. SUBCONTRACTS**

The following is a complete list of items to be subcontracted, including the subcontractor's name and address. If a portion of any item of work is done by a subcontractor, the value of the work subcontracted will be based on the estimated cost of such portion of the contract item determined from information submitted by the contractor, subject to the approval of the Manager.

The proposer shall list each subcontractor to whom the proposer proposes to subcontract any item of work, or portion thereof, in excess of one-half of one percent of the total bid or \$10,000, whichever is greater.

### **LIST OF SUBCONTRACTORS**

	<b><u>Items of Work</u></b>	<b><u>Name</u></b>	<b><u>Complete Address</u></b>	<b><u>Telephone</u></b>
1.				
2.				
3.				
4.				
5.				



**6. STATE LAW CERTIFICATIONS**

**NON-COLLUSION AFFIDAVIT  
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

I, (Name of Bidder) \_\_\_\_\_, being first duly sworn, deposes and  
says that he or she it (Title) \_\_\_\_\_ of (Name of Firm)  
\_\_\_\_the party making the foregoing bid that the bid is not made in the interest of, or on behalf  
of, any undisclosed person, partnership, company, association, organization, or  
corporation; that the bid is genuine and not collusive or sham; that the bidder has been  
directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and  
has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or  
anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder  
has not in any manner, directly or indirectly, sought by agreement, communication, or  
conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any  
overhead, profit, or cost element of the bid price, or of that of ant bidder, or to secure any  
advantage against that public body awarding the contract of anyone interested in the  
proposed contract; that all statements contained in the bid are true; and, further, that the  
bidder has not directly or indirectly, submitted his or her bid price or any breakdown  
thereof, or the contents thereof, or divulged information or data relative thereto, or paid,  
and will not pay, any fee to any corporation, partnership, company association,  
organization, bid depository, or to any member or agent thereof to effectuate a collusive or  
sham bid."

\_\_\_\_\_  
(Signature of Bidder)

\*\*\*\*\*

State of California )ss ACKNOWLEDGEMENT (By Individual, Partnership or  
Corporation)  
County of \_\_\_\_\_)

The person(s) signing above for \_\_\_\_\_, known to me in individual and  
business capacities stated, personally appeared before me today and acknowledged that  
he/she/ they executed it and acknowledged to me that the partnership named above  
executed it or acknowledged to me that the corporation named above executed it pursuant  
to its bylaws or a resolution of its board of directors.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

This area for official notarial seal

## BID BOND

### KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal, and \_\_\_\_\_, a Corporation, organized and existing under and by virtue of the laws of the State of an authorized to do surety business in the State of California, as Surety, are held and firmly bound unto the City of Pinole, State of California, as Obligee, in the sum of \_\_\_\_\_ dollars (\$ ) for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the City of Pinole, State of California, for all work specifically described in the accompanying bid;

NOW THEREFORE, if the aforesaid Principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed form, in accordance with the bid, and files the two bonds, one guaranteeing faithful performance and one guaranteeing payment for labor and materials as required by law, or if the said Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_ By: \_\_\_\_\_ Principal  
(Seal) Surety (Seal)

### NOTE:

- (1) Signatures of those executing for the surety must be properly acknowledged
- (2) Bidders must use this form unless the surety company form is substantially the same.

## **PAYMENT BOND**

### **KNOW ALL MEN BY THESE PRESENTS:**

THAT WHEREAS, CITY OF PINOLE, STATE OF CALIFORNIA, hereinafter called the OWNER, has awarded to \_\_\_\_\_, as Principal, hereinafter designated as the CONTRACTOR, a contract for the work described as follows:

### **ANNUAL JANITORIAL SERVICES & BUILDING MAINTENANCE PINOLE, CA**

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborer, mechanics, material men and other persons as provided by law:

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held and firmly bound unto the Owner in the amount required by law, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons referred to in Civil Code Section 3181, amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or amounts due the Franchise Tax Board as provided in Civil Code Section 3248, that the surety of sureties herein will pay for the same, in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought of this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the Court.

This bond shall inure to the benefit of any of the persons referred to in Civil Code Section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. It is further stipulated and agreed that the surety of this bond shall not be exonerated or released from the obligation of this bond by any of the following: (1) any change, extension of time for performance, addition, alteration or modification affecting any contract, plans, specifications, or agreement pertaining or relating or any scheme or improvement work pertaining to or relating to the furnishing of labor, materials or equipment therefore; (2) any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or improvement work; (3) by any rescission or attempted rescission of the contract, agreement, or bond; (4) any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any contract or agreement or under the bond; or (5) any fraud by any person other than the claimant seeking to recover on the bond.

This bond shall be construed most strongly against the surety and in favor of all persons for whose benefit this bond is given; and under no circumstances shall the surety be released from liability to those whose benefit this bond has been given by reason of any breach of contract between the City and the Contractor or on the part of any obligee named in this bond. The sole conditions of recovery shall be that the claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his or her claim. The surety hereby waived notice of any change, extension of time, addition, alteration, or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this day of \_\_\_\_\_ 2019.

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
Principal (Seal) Surety (Seal)

NOTE:

- (1) Signatures of those executing for the surety must be properly acknowledged
- (2) This bond must be in an amount equal to one hundred percent (100%) of the amount bid.
- (3) Bidders must use this form unless the surety company form is substantially the same.

## **ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between the City of Pinole whose address is 2131 Pear Street, Pinole, California, 94564-1774, hereinafter called "Owner," and \_\_\_\_\_ whose address is \_\_\_\_\_ hereinafter called "Contractor," and \_\_\_\_\_ whose address is \_\_\_\_\_ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for the project entitled "\_\_\_\_\_", in the amount of \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the (Owner shall make payments of the retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract warnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of \_\_\_\_\_, and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the escrow agent; the escrow agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the Parties shall equally applicable and binding when the Owner pays the escrow agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be

subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (4) to (6), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On Behalf of Owner:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

On behalf of Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

On Behalf of Escrow Agent:

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Title

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Name

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Signature

Address

At the Time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this agreement.

DRAFT

## **7. SIGNATURE PAGE**

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein and that this proposal is made without collusion with any other person, firm, or corporation. The undersigned Bidder has carefully examined the locations of the proposed work and agrees that if this proposal is accepted, he will contract with the City of Pinole to provide all necessary labor and equipment to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the City as therein set forth.

The undersigned has read the Bid Schedule instructions and understands and agrees that the quantities of work under each item are approximate only, being given for a basis of comparison of proposals, and the right is reserved to the City to increase or decrease the amount of work under any item as may be required, or to delete an item entirely, in accordance with the provisions set forth in the Contract Documents.

\_\_\_\_\_  
Contractor (Firm) Name

\_\_\_\_\_  
Address

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax



**CITY OF PINOLE**  
**ANNUAL JANITORIAL SERVICES & BUILDING MAINTENANCE**

**CONTRACT**

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and \_\_\_\_\_ ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2016 (the "Effective Date") in Pinole, California.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on \_\_\_\_\_, and Consultant shall complete the work described in Exhibit I 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 \_\_\_\_\_, for all work set forth in Exhibit I 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 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

**2.2 Monthly Payment.** City shall make monthly 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 last 10% of 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 Hourly Rates under Proposal 2.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Hourly Rates under Proposal 3., and shall not exceed (\$ ). Expenses not listed in Hourly Rates under Proposal 2. 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 C, and only under the terms and conditions set forth therein.

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

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

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

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of 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 **Additional insured; primary insurance.** A certified endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) shall be attached to all policies stating that the City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

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

- 4.4.5 **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.

- 4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

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

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

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

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

**Section 6. STATUS OF CONSULTANT.**

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall

be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Pinole Business License.** Consultant shall obtain a City of Pinole business license according to the terms of Title 5 of the City of Pinole Municipal Code and deliver to City proof of such business license prior to beginning work under this Agreement. Work under this Agreement cannot begin until the City receives proof that Consultant has obtained a City of Pinole business license.



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

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

**Section 8. TERMINATION AND MODIFICATION.**

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

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

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

- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City.

- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
  - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
  - 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the

Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months,

Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et.seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

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

\_\_\_\_\_  
Initialed by City Attorney's Office

- b. In accomplishing the scope of services of this Agreement, Consultant(s) will be performing a specialized or general service for the City, and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following Consultant(s) shall be subject to the Disclosure Category "A-D" 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 \_\_\_\_\_ who shall act as the City's representative. All correspondence shall be directed to or through \_\_\_\_\_ or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

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Any written notice to City shall be sent to:

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10.11 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.

10.12 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

CONSULTANT

\_\_\_\_\_  
Michelle Fitzer, City Manager

\_\_\_\_\_  
[NAME, TITLE]

Consultant's City of Pinole Business  
License #: \_\_\_\_\_

Attest:

Approved as to Fiscal Authority:

\_\_\_\_\_  
Heather Iopu  
City Clerk

\_\_\_\_\_  
Andrea Miller  
Finance Director

Approved as to Form:

\_\_\_\_\_  
Eric Casher, City Attorney



## CITY COUNCIL REPORT

7F

**DATE:** JULY 16, 2019

**TO:** MAYOR AND COUNCIL MEMBERS

**COPY:** MICHELLE FITZER, CITY MANAGER

**FROM:** ERIC S. CASHER, CITY ATTORNEY

**SUBJECT:** SECOND READING AND ADOPTION OF AN ORDINANCE ADDING  
CHAPTER 15.60 TO THE MUNICIPAL CODE FOR MANAGEMENT  
OF PCBs DURING BUILDING DEMOLITION PROJECTS

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### **RECOMMENDATION**

Conduct second reading of PCB Ordinance and adopt proposed Ordinance adding Pinole Municipal Code Chapter 15.60 for management of PCBs during building demolition projects.

### **BACKGROUND**

On July 2, 2019, the City Council introduced and conducted a first reading of an Ordinance amending Pinole Municipal Code Chapter 15.60 for management of PCBs during demolition projects. Attachment A is a true and correct copy of the Staff Report and Ordinance from the July 2, 2019 City Council meeting. A copy of the PowerPoint presentation for the first reading of the ordinance is also attached as Attachment B. The City Council did not make any proposed changes to the Ordinance as presented.

The City Council must now conduct a second reading of the Ordinance. The City Council may waive a full second reading of the Ordinance and adopt the Ordinance by approval on the consent calendar. If adopted, the Ordinance would be effective approximately thirty (30) days after the second reading.

### **ATTACHMENT**

- A City Council Meeting Staff Report dated July 2, 2019
- B PPT presentation for July 2, 2019 PCB Ordinance First Reading



## CITY COUNCIL REPORT

**8A**

**DATE:** JULY 2, 2019

**TO:** MAYOR AND COUNCIL MEMBERS

**FROM:** ERIC S. CASHER, CITY ATTORNEY

**SUBJECT:** INTRODUCTION AND FIRST READING OF AN ORDINANCE OF  
THE CITY OF PINOLE ADDING CHAPTER 15.60 TO THE  
MUNICIPAL CODE FOR MANAGEMENT OF PCBs DURING  
BUILDING DEMOLITION PROJECTS

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### **RECOMMENDATION**

It is recommended that the City Council of the City of Pinole introduce and conduct a first reading of an Ordinance adding Chapter 15.60 to the Municipal Code for management of PCBs during building demolition projects.

### **BACKGROUND**

The purpose of this ordinance is to implement urban water runoff requirements to reduce PCBs entering the water systems of the Bay. PCBs have been detected in elevated levels in certain fish within the San Francisco Bay (Bay). Some PCBs contain toxic compounds that are often carried into the Bay by rain and contaminated soil. The toxic compounds bioaccumulate in fat, exposing humans to these compounds through consumption of fish. Urban stormwater runoff is considered a significant pathway for PCBs into the Bay. Targeting PCBs will address the contaminants entering the Bay through the City's stormwater system. Accordingly, regulatory agencies are requiring San Francisco Bay Area (Bay Area) municipalities to address sources of PCBs in stormwater runoff discharged to the Bay through stormwater systems. This regulation targets selected Priority Building Materials that may contain relatively high levels of PCBs, especially in buildings constructed or remodeled from January 1, 1950 to December 31, 1980.

During demolition, PCBs-containing Building Material in buildings may be released to the environment and transported to the Bay by stormwater runoff. The Priority Building Materials are caulking, thermal/fiberglass insulation, adhesive/mastic, and rubber window gaskets. These materials were identified in an initial review conducted to identify the full list of known PCBs-containing building materials. The materials were prioritized by developing a six (6) factor list relating to the load or mass of PCBs contained in the materials, the likelihood that the materials would



enter stormwater during the demolition process, and the relative difficulty to remove the material from the building.

Water quality in the San Francisco Bay Region (Bay Region) is regulated by the Regional Water Board. The Region encompasses portions of Alameda, Contra Costa, Marin, Napa, Santa Clara, San Francisco, San Mateo, Solano, and Sonoma Counties. The Regional Water Board has developed Total Maximum Daily Loads (TMDLs), requiring a reduced amount of PCBs draining into the Bay. The PCBs TMDL estimates that twenty (20) kilograms per year (kg/year) of PCBs enters the Bay in stormwater runoff, and requires this input be reduced to two (2) kg/year, a 90% reduction.

In 2015 the Regional Water Board reissued the Municipal Regional Permit (MRP), a National Pollutant Discharge Elimination System (NPDES) permit that regulates discharges of stormwater runoff from municipal stormwater systems. The MRP contains provisions implementing the PCBs TMDL requirements regarding discharges of PCBs through stormwater into the Bay. This includes Provision C.12.f., which requires Permittees to develop programs to manage PCBs-containing materials exposed to the environment during building demolition.

Remodeling, partial building, wood framed structure, and single-family residence demolition projects are exempt. The MRP requires that these new programs are adopted and implemented in July 2019.

## **DISCUSSION**

The City is required by the MRP to reduce PCBs discharges in stormwater runoff. This Ordinance targets Priority Building Materials that may contain relatively high levels of PCBs, specifically buildings constructed between 1950 and 1980. The Priority Building Materials are caulking, thermal/fiberglass insulation, adhesive/mastic, and rubber window gaskets. It is recommended that these Priority Building Materials are regulated during demolition of buildings to prevent the materials and associated PCBs from potentially being released to the environment and transported to the Bay by stormwater runoff.

This Ordinance requires the City to implement an assessment process for PCBs in Building Materials. It requires the City notify demolition permit applicants about the requirement to conduct a PCBs in Priority Building Materials Screening Assessment.

The PCBs in Priority Building Materials Screening Assessment is a two-step process to determine whether (1) the building proposed for demolition is high priority for PCBs-containing Building Materials based on the structure age, use, and construction type; and if so, (2) demonstrate the presence or absence and concentration of PCBs in Priority Building Materials through existing information and/or representative sampling and chemical analysis. A building must first receive

a determination of whether it is an applicable structure. It is anticipated that many projects will not involve the demolition of applicable structures. Demolition permit applicants for projects that do not involve applicable structures will only need to address initial screening questions and certify the answers.

Applicants for building demolition permits should follow the directions in the PCBs in the Priority Building Materials Screening Assessment Applicant Package (Applicant Package), provided by the Building Department upon an application for a demolition permit. The Applicant Package and screening assessment form will also be required as a Water Quality Control Program standard Condition of Approval (COA) through the plan review process. The Applicant Package contains an overview of the process, Applicant instructions, a process flow chart, a screening assessment form, and the Protocol for Assessing Priority PCBs-Containing Materials before Building Demolition. Per the Applicant Package, for certain types of buildings built between 1950 and 1980, the Applicant must conduct further assessment to determine whether or not PCBs are present at concentrations equal to or greater than fifty (50) ppm. This determination is made with existing data if available, or by conducting representative sampling of the Priority Building Materials and analyzing the samples for PCBs at a certified laboratory. Any representative sampling and analysis must be conducted in accordance with the Protocol for Assessing Priority PCBs-Containing Materials before Building Demolition. More details are contained in the Applicant Package.

When the Screening Assessment identifies one or more Priority Building Materials containing PCBs, the Applicant must comply with all related applicable federal and state laws, including potential notification to the appropriate regulatory agencies such as the U.S. Environmental Protection Agency (USEPA), the Regional Water Board, and/or the Department of Toxic Substance Control. Contacts for the regulatory agencies are provided in the Applicant Package. Additional sampling for and abatement of PCBs may be required. Depending on the method of sampling and removing building materials containing PCBs, the Applicant may need to notify or seek advance approval from USEPA before building demolition. Even in circumstances where advance notification to or approval from USEPA is not required before demolition, the disposal of PCBs waste is regulated under Toxic Substances Control Act (TSCA). Additionally, the disposal of PCBs waste is subject to California Code of Regulations (CCR) Title 22 Section 66262. Additional information is provided in the Applicant Package.

This Ordinance and associated programs have been developed through a collaboration between the Building Division and the City Attorney's Office. The City's Building Division will act as the first point of contact, providing the Applicant Package, and the Development Services Department will receive, review, document, and maintain program compliance with the information received by the Applicant.

The focus of this regulation is to prevent PCBs runoff to protect water quality. The Ordinance does not:

- Ask for municipal oversight or enforcement of human health protection standards.
- Ask for municipal oversight of PCBs abatement or remediation of materials or lands contaminated by PCBs.
- Establish remediation standards.

At all demolition sites, routine construction controls, including erosion and sediment controls, should be implemented per the requirements of the MRP and the statewide Construction General Permit issued by the California State Water Resources Control Board.

#### **CEQA COMPLIANCE**

Adoption of the Ordinance is exempt from environmental review under California Environmental Quality Act (CEQA) exemption Section 15308, Actions by Regulatory Agencies for Protection of the Environment. This exemption provision applies to actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment as discussed above. No unacceptable negative impacts have been identified.

#### **FISCAL IMPACT**

There is no direct fiscal impact related to adoption of this ordinance, however, there will be staff costs associated with enforcement of the new process.

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

A: Ordinance

IN THE CITY COUNCIL OF THE CITY OF PINOLE

ORDINANCE NO. 2019-\_\_

AN ORDINANCE OF THE CITY OF PINOLE ADDING CHAPTER 15.60 TO THE  
MUNICIPAL CODE FOR MANAGEMENT OF PCBs DURING BUILDING  
DEMOLITION PROJECTS

The City Council of the City of Pinole does ORDAIN as follows:

**WHEREAS**, polychlorinated biphenyls (“PCBs”) have been detected in elevated levels in fish and sediment in the San Francisco Bay making fish unsafe to eat; and

**WHEREAS**, urban runoff through municipal separate storm sewers systems (“MS4s”) is considered the most significant measurable pathway for PCBs into the Bay; and

**WHEREAS**, PCBs in certain priority building materials used in building construction projects between January 1, 1950 to December 31, 1980, have been found to have particularly high PCBs concentrations; and

**WHEREAS**, the San Francisco Bay Regional Water Quality Control Board adopted in 2015 the reissued Municipal Regional Permit (“MRP”), Order No. R2-2015-0049, updating the National Pollutant Discharge Elimination System (“NPDES”) permit that regulates discharges of stormwater runoff from MS4s; and

**WHEREAS**, the MRP requires the permittees, including the City of Pinole, to reduce discharges of PCBs in stormwater runoff into the San Francisco Bay; and

**WHEREAS**, the MRP requires permittees, including the City of Pinole, to develop and implement new programs to manage PCBs-containing building materials during demolition; and

**WHEREAS**, the MRP specifically requires permittees to require that demolition permits for buildings built between January 1, 1950 to December 31, 1980, be screened for PCBs-containing building materials; and

**WHEREAS**, remodeling, partial building, wood framed structure, and single-family residence demolition projects are exempt from the screening for the presence of PCBs in priority building materials; and

**WHEREAS**, adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to section 15308 of CEQA Guidelines, exempting actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment;

**WHEREAS**, the City Council desires to adopt an Ordinance in order to reduce PCBs in stormwater runoff originating in the City of Pinole.

**BE IT FURTHER RESOLVED**, that the City Council authorizes the Building Division to develop, implement, and promulgate regulations and procedures to create and manage the program, including conditions of approval, demolition permit requirements, and related forms.

**BE IT FURTHER RESOLVED**, that the Building Division will develop the appropriate permit fees and/or other cost recovery mechanisms, if determined necessary, for subsequent City Council approval and insertion into the City of Pinole's master fee schedule at a later date.

**NOW, THEREFORE**, the City Council of the City of Pinole does ordain as follows:

- 15.60.010. Intent and Purpose**
- 15.60.012. Definitions**
- 15.60.014. Applicability**
- 15.60.016. Exemptions**
- 15.60.018. PCBs in Priority Building Materials Screening Assessment**
- 15.60.020. Agency Notification, Abatement, and Disposal for Identified PCBs**
- 15.60.022. Compliance with California and Federal PCBs Laws and Regulations**
- 15.60.024. Information Submission and Applicant Certification**
- 15.60.026. Recordkeeping**
- 15.60.028. Obligation to Notify the City of Pinole of Changes**
- 15.60.030. Liability**
- 15.60.032. Enforcement**
- 15.60.034. Fees**
- 15.60.036. City of Pinole Projects**
- 15.60.038. Effective Date**

**15.60.010. INTENT AND PURPOSE**

The intent and purpose of this chapter is to require building demolition permit applicants (Applicants) to conduct testing for PCBs in the Priority Building Materials Screening Assessment and submit information documenting the results of the screening to the City. This chapter is also intended to inform Applicants with PCBs present in one or more of the Priority Building Materials (based on the above screening assessment) that they must comply with all related applicable federal and state laws including reporting to the U.S. Environmental Protection Agency (EPA), the San Francisco Bay Regional Water Quality Control Board (Regional Water Board), and/or the California Department of Toxic Substances Control (DTSC). Additional sampling for and abatement of PCBs may be required. This chapter is also intended to meet the requirements of the Federal Clean Water Act, the California Porter-Cologne Water Quality Control Act, and the Municipal Regional Stormwater Permit Order No. R2-2015-0049. The requirements of this ordinance do not replace or supplant the requirements of California or Federal law, including but not limited to the Toxic Substances Control Act, 40 Code of Federal Regulations (CFR) Part 761, and California Code of Regulations (CCR) Title 22.

**15.60.012. DEFINITIONS**

For the purpose of carrying out the intent of this chapter, the terms in this chapter shall have the meaning set forth below:

A. **APPLICABLE STRUCTURE.** Buildings constructed or remodeled from January 1, 1950 to December 31, 1980. Remodeling, partial building, wood framed structure, and single-family residence demolition projects are exempt.

B. **APPLICANT.** A person applying for a building demolition permit as required by this chapter.

C. **APPROPRIATE AUTHORITY.** The Building Division of the City of Pinole.

D. **BUILDING.** A structure with a roof and walls standing more or less permanently in one place. Buildings are intended from human habitation or occupancy.

E. **DEMOLITION.** The wrecking, razing, or tearing down of any structure. This definition is intended to be consistent with the demolition activities undertaken by contractors with a C-21 Building Moving/Demolition Contractor's License.

F. **DTSC.** The State of California Department of Toxic Substances Control.

G. **EPA.** The United States Environmental Protection Agency.

H. **PCB.** Polychlorinated biphenyls.

I. **PCBs IN PRIORITY BUILDING MATERIALS SCREENING ASSESSMENT.** The two-step process used to determine whether the building proposed for demolition is high priority for PCBs; and if so determine the concentrations (if any) of PCBs in Priority Building Materials revealed through existing information or representative sampling and chemical analysis of the Priority Building Materials in the building. Directions for this process are provided in the PCBs in the Priority Building Materials Screening Assessment Applicant Package.

J. **PRIORITY BUILDING MATERIALS.** The following:

a. Caulking: e.g., around windows and doors, at structure walkway interfaces, and in expansion joints;

b. Thermal/Fiberglass Insulation: e.g., around HVAC systems, around heaters, around boilers, around heated transfer piping, and inside walls or crawl spaces;

c. Adhesive/Mastic: e.g., below carpet and floor tiles, under roofing materials, and under flashing; and

d. Rubber Window Gaskets: e.g., used in lieu of caulking to seal around windows in steel-framed buildings.

**K. *PRIORITY BUILDING MATERIALS SCREENING ASSESSMENT APPLICATION***

**PACKAGE.** A document package that includes an overview of the screening process, Applicant instructions, a process flow chart, a screening assessment form, and the Protocol for Evaluating Priority PCBs-Containing Materials before Building Demolition (BASMAA 2018, prepared for the Bay Area Stormwater Management Agencies Association, August 2018).

**L. *REGIONAL WATER BOARD.*** The California Regional Water Quality Control Board, San Francisco Bay Region.

**M. *REMODEL.*** To make significant finish and/or structural changes that increase utility and appeal through complete replacement and/or expansion. A removed area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: -replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage).

**15.60.014. APPLICABILITY**

This Article applies to Applicants for buildings constructed or remodeled from January 1, 1950 to December 31, 1980.

**15.60.016. EXEMPTIONS**

Applications for remodeling, partial building, wood framed structure, and single-family residence demolition projects are exempt.

**15.60.018. PCBs IN PRIORITY BUILDING MATERIALS SCREENING ASSESSMENT**

Every Applicant for a building demolition permit shall conduct a PCBs in Priority Building Materials Screening Assessment, a two-step process used to:

1. Determine whether the building proposed for demolition is high priority for PCBs-containing building materials based on the structure age, use, and construction (i.e., whether the building is an Applicable Structure); and if so
2. Demonstrate the presence or absence and concentration of PCBs in Priority Building Materials through existing information or representative sampling and chemical analysis of the Priority Building Materials in the building.

Applicants shall follow the directions provided in the PCBs in Priority Building Materials Screening Assessment Applicant Package (Applicant Package), which includes an overview of the process, Applicant instructions, a process flow chart, a screening assessment form, and the

Protocol for Assessing Priority PCBs-Containing Materials before Building Demolition. Per the Applicant Package, for certain types of buildings built within a specified date range, the Applicant must conduct further assessment to determine whether or not PCBs are present at concentrations  $\geq 50$  ppm. This determination is made via existing data on specific product formulations (if available), or more likely, via conducting representative sampling of the priority building materials and analyzing the samples for PCBs at a certified analytical laboratory. Any representative sampling and analysis must be conducted in accordance with the Protocol for Assessing Priority PCBs-Containing Materials before Building Demolition. The Applicant Package provides additional details.

#### **15.60.020. AGENCY NOTIFICATION, ABATEMENT, AND DISPOSAL FOR IDENTIFIED PCBs**

When the PCBs in Priority Building Materials Screening Assessment identifies one or more Priority Building Materials with PCBs, the Applicant must comply with all related applicable Federal and California laws, including potential notification of the appropriate regulatory agencies, including EPA, the Regional Water Board, and/or the DTSC. Agency contacts are provided in the Applicant Package. Additional sampling for and abatement of PCBs may be required. Depending on the approach for sampling and removing building materials containing PCBs, the Applicant may need to notify or seek advance approval from USEPA before building demolition. Even in circumstances where advance notification to or approval from USEPA is not required before the demolition activity, the disposal of PCBs waste is regulated under Toxic Substances Control Act (TSCA). Additionally, the disposal of PCBs waste is subject to California Code of Regulations (CCR) Title 22 Section 66262. Additional information is provided in the Applicant Package.

#### **15.60.020. COMPLIANCE WITH CALIFORNIA AND FEDERAL PCBs LAWS AND REGULATIONS**

Applicants must comply with all Federal and California laws and regulations, including but not limited to health, safety, and environmental laws and regulations, that relate to management and cleanup of any and all PCBs, including but not limited to PCBs in Priority Building Materials, other PCBs-contaminated materials, PCBs-contaminated liquids, and PCBs waste.

#### **15.60.024. INFORMATION SUBMISSION AND APPLICANT CERTIFICATION**

The Applicant shall conduct a PCBs in Priority Building Materials Screening Assessment and submit the associated information and results as part of the building demolition permit application, including the following (see Applicant Package for more details):

1. Owner and project information, including location, year building was built, description of building construction type, and anticipated demolition date.
2. Determination of whether the building proposed for demolition is high priority for PCBs-containing building materials based on the structure age, use, and construction.



3. If high priority for PCBs-containing building materials based on the structure age, use, and construction, the concentration of PCBs in each Priority Building Materials is present. If PCBs concentrations are determined via representative sampling and analysis, include a contractor's report documenting the assessment which includes the completed QA/QC checklist from the Protocol for Assessing Priority PCBs-Containing Materials before Building Demolition and the analytical laboratory results.

4. For each Priority Building Material present with a PCBs concentration equal to or greater than 50 ppm, the approximate amount (linear feet or square feet) of that material in the building (see Applicant Package for more details).

5. Applicant's certification of the accuracy of the information submitted.

The Building Division may specify the format or provide guidance for the submission of the information.

#### **15.60.026. RECORDKEEPING**

Those Applicants conducting a building demolition project must maintain documentation of the results of the PCBs in Priority Building Materials Screening Assessment for a minimum of five (5) years after submittal.

#### **15.60.028. OBLIGATION TO NOTIFY THE CITY OF PINOLE OF CHANGES**

The Applicant shall submit written notifications documenting any changes in the information submitted in compliance with this Article. The Applicant shall submit the revised information to the Building Division when changes in project conditions affect the information submitted with the permit application.

#### **15.60.030. LIABILITY**

The Applicant is responsible for safely and legally complying with the requirements of this chapter. Neither the issuance of a permit under the requirements of this chapter, nor the compliance with the requirements of this chapter or with any condition imposed by the issuing authority, shall relieve any person from responsibility for damage to persons or property resulting therefrom, or as otherwise imposed by law, nor impose any liability upon the City of Pinole for damages to persons or property.

#### **15.60.032. ENFORCEMENT**

Failure to submit the information required in this Article or submittal of false information will result in enforcement under Title 15, Chapter 15.02, Section 080.

**15.60.034. FEES**

In addition to the fees required under Title 15, Chapter 15.02, Section 060, all Applicants subject to this chapter shall deposit funds with the City of Pinole, and pay a fee sufficient to reimburse the City of Pinole's costs for staff time required to implement this chapter (i.e., to compensate specifically for municipal staff time related to implementing the program to manage PCBs-containing building materials during demolition in compliance with MRP Provision C.12.f., and not for any other purpose).

**15.60.036. CITY OF PINOLE PROJECTS**

City of Pinole departments shall comply with all the requirements of this chapter except, they shall not be required to obtain permits and approvals under this chapter for work performed within the City of Pinole or Contra Costa County owned properties and areas, such as right-of-ways.

**15.60.038. EFFECTIVE DATE**

Within fifteen (15) days after the passage of this Ordinance the City Clerk shall cause this Ordinance or a summary thereof to be published or to be posted in at least three public places in the City of Pinole in accordance with the requirements of California Government Code Section 36933.

PASSED AND ADOPTED on this \_\_\_ day of \_\_\_, 2019, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Peter Murray, Mayor

ATTEST:

\_\_\_\_\_  
Heather Iopu, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Eric S. Casher, City Attorney

3232048.2



# **ORDINANCE ADDING CHAPTER 15.60 TO THE MUNICIPAL CODE FOR MANAGEMENT OF PCBs IN PROJECTS INVOLVING BUILDING DEMOLITION**

Eric S. Casher, City Attorney

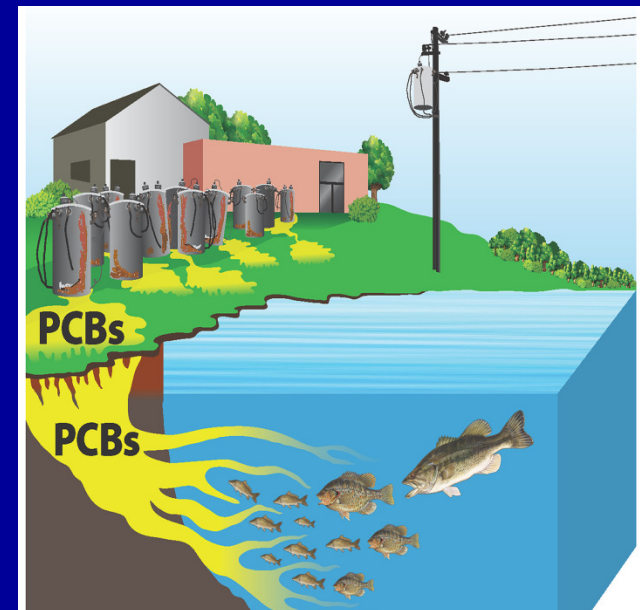
# Background

- Polychlorinated biphenyls (PCBs) are a group of manmade chemicals.
- PCBs are often found in building materials like caulking, thermal/fiberglass insulation, adhesive/mastic, and rubber window gaskets.



# Background

- During demolition of buildings, PCBs in building materials can be released into the environment and transported to the Bay through storm-water runoff.
- Some PCBs contain toxic compounds that can harm wildlife and water quality.



# Water Quality Regulation

- The Regional Water Board issues and monitors the National Pollutant Discharge Elimination System (NPDES) permit that regulates discharge into the City's storm-water runoff systems.
- The Board has set a target of a 90% reduction in PCBs entering the Bay.



# Water Quality Regulation

- The regional permit requires all jurisdictions, including Pinole, to develop programs to manage PCB-containing materials that are exposed to the environment during building demolition.
- The proposed ordinance is designed to comply with the Regional Water Board's requirements.



# Proposed Ordinance

- This Ordinance requires demolition permit applicants to conduct a screening for PCBs to:
  - (a) determine whether the building proposed for demolition is high priority for Building Materials containing PCBs based on the structure age, use, and construction type;
    - and if so,
  - (b) demonstrate the presence or absence and concentration of PCBs in the building materials through existing information and/or sampling and chemical analysis.



# Proposed Ordinance

- The screening assessment will be required as a Water Quality Control Program standard Condition of Approval (COA) through the plan review process.
- Certain types of buildings built between 1950 and 1980 will require further assessments to determine whether or not PCBs are present at higher concentrations.
  - This determination is made with existing data if available, or by conducting representative sampling.

# Further Obligations

- If the Screening Assessment identifies one or more priority building materials containing PCBs, the applicant must comply with all related applicable federal and state laws regarding testing, demolition and disposal.



# Scope of Ordinance

- It is anticipated that many projects will not involve the demolition of applicable structures.
- Projects involving remodeling, partial building demolition, demolition of wood framed structures and single-family residence projects are exempt from the ordinance and State requirement.

# Administration

- The Building Division will act as the first point of contact, providing the applicant with the relevant materials and information.
- The Development Services Department will receive, review, document, and maintain program compliance with the information received by the Applicant.

# Recommendation

- Staff recommends the City Council introduce and waive full reading of the proposed ordinance.



# CITY COUNCIL REPORT

7G

**DATE** JULY 16, 2019

**TO:** MAYOR AND CITY COUNCILMEMBERS

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

**SUBJECT:** APPROVE A THREE YEAR CONTRACT WITH IEDA INC. TO PROVIDE  
LABOR CONTRACT NEGOTIATIONS AND HUMAN RESOURCES  
SERVICES

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## **RECOMMENDATION**

Staff is recommending that the City Council adopt a resolution approving a three year contract with IEDA Inc. to provide labor contract negotiation and Human Resources services.

## **BACKGROUND**

Since September 2006, the City has been contracting with IEDA to conduct negotiations with each of the represented employee groups. Under the contract, the City will not only retain the services of a dedicated IEDA representative to meet and confer in good faith with representatives of the employee organizations but will also receive ancillary general human resources services.

IEDA represents both public and private employers in negotiating with various represented groups, some groups which currently represent Pinole employees. IEDA's public sector client list reads like a Who's Who of public agencies including the City of Antioch, Suisun, Vacaville, and County of Contra Costa along with other cities in the surrounding counties.

## **REVIEW AND ANALYSIS**

The contract with IEDA needs to be renewed. Staff has been very satisfied with the services provided by IEDA. Moreover, IEDA has worked with the City for many years and is familiar with historic matters pertaining to negotiations as well as most recent matters. IEDA also has established working relationships with many of the employee unions' representatives, which makes the negotiation process amicable.

Staff has contacted IEDA to determine if they are interested in continuing to work for the City. IEDA has expressed interest in continuing the agreement with the City. The agreement provides for a three year term with automatic 12 month renewals. The contract can be cancelled at any time with written notice from the City or IEDA.

If the staff were to take sole responsibility for labor negotiations, the amount of time required to negotiating four different contracts, plus the management employees, would be very time consuming and result in other important City issues either not being addressed or delayed. Because of this, and the excellent service we have received, it is recommended that the City continue to use the services of IEDA as a specialized firm to assist in negotiations.

Staff will commence negotiations with PPEA and IAFF on or about February of 2020.

### **FISCAL IMPACT**

The FY 2019-20 costs for IEDA's services of \$26,364 will be cost allocated across all eligible funds. IEDA has proposed a 3.5% increase in the contract price each year. As such, the FY 2020-21 and FY 2021-22 cost is estimated at \$27,287 and \$28,242, respectively. Any extensions beyond the third year of the contract would also include a 3.5% increase.

Under the agreement, the City agrees to pay IEDA Inc. for labor and human resource services in twelve (12) equal monthly installments.

### **ATTACHMENTS**

Attachment A	Resolution
Attachment B	Proposal Letter
Attachment C	Contract

**RESOLUTION NO. 2019-\_\_\_\_****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE APPROVING  
A THREE YEAR CONTRACT WITH IEDA INC. TO PROVIDE LABOR CONTRACT  
NEGOTIATION AND HUMAN RESOURCE SERVICES**

**WHEREAS**, the City has utilized the services of IEDA since 2006 to serve as the City's Chief Negotiator meeting and conferring with the employee union representatives; and

**WHEREAS**, negotiations with the City's four represented groups and management employees requires significant management time; and

**WHEREAS**, IEDA has established itself as a professional consulting firm specializing in labor negotiations with public agencies in Northern California; and

**WHEREAS**, IEDA has done an excellent job in representing the City in labor negotiations during the term of their service; and

**WHEREAS**, IEDA has expressed interest in continuing the agreement with the City under the same conditions with a slight increase in cost for FY 2019-20 (\$26,364); and

**WHEREAS**, the IEDA representative will serve as the Chief Negotiator and staff would continue to be assigned to the bargaining team; and

**WHEREAS**, staff recommends continuing the relationship with IEDA for professional Labor Negotiation and Employee Relations services for a period of three (3) years or through June 30, 2022; and

**WHEREAS**, at the end of the third year, the agreement will automatically renew for a twelve (12) month period until terminated by either the City or IEDA.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Pinole does hereby approve a three (3) year contract with automatic renewals for twelve (12) month terms with IEDA, Inc. to provide negotiation and employee relation services.

**PASSED AND ADOPTED** this 16<sup>th</sup> day **July 2019**, by the following vote:

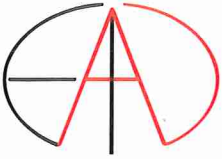
AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed and adopted on this 16<sup>th</sup> day of **July, 2019**.

---

Heather Iopu, CMC  
City Clerk



**IEDA***2200 Powell Street, Suite 1000, Emeryville, California 94608*

July 3, 2019

Mr. Hector De La Rosa, Assistant City Manager

City of Pinole

**RE: Continuation of Contract with IEDA**

The City and IEDA have enjoyed a long and productive relationship; as a private non-profit that provides labor relations services to many public sector agencies throughout the Bay Area, we believe our background and experience well match the interests of the City, and I would like to express our interest in continuing that relationship into the future.

Our fees, effective July 1, 2019 reflect a modest increase over last year, with a new monthly fee of \$2,197, an increase of approximately 3.5%. Our annual rate increases are determined by our Board of Directors and adopted by them each February. We anticipate that future increases will continue to be modest and within the range of this year's increase.

We look forward to many years of continued service to the City of Pinole.

Sincerely,

Bruce Heid

President, IEDA

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF PINOLE AND  
INDUSTRIAL EMPLOYERS AND DISTRIBUTORS ASSOCIATION (IEDA INC.)**

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and **Industrial Employers and Distributors Association (IEDA, Inc.)** ("Consultant") (together sometimes referred to as the "Parties") as of July 16, 2019 (the "Effective Date") in Pinole, California.

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

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall be for three (3) years from July 1, 2019 through June 30, 2022. Beginning on July 1, 2023, and annually on July 1 thereafter, the term of this Agreement shall automatically extend by an additional twelve (12) months, unless either Party notifies the other Party in writing, no later than March 31, of its intention not to extend the Agreement. Notwithstanding anything herein to the contrary, City may cancel this Agreement at any time and without cause upon thirty (30) days written notification to Consultant.
- 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 \$2,197 per month but shall not exceed \$26,364 for the first year. Each year thereafter, the annual contract amount shall increase by 3.5%. 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 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.

**2.2 Final Payment.** City shall pay the final sum due pursuant to this Agreement within thirty (30) 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 Reimbursable Expenses.** 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.

**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 and TWO MILLION DOLLARS (\$2,000,000) aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of 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 \$250,000 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 canceled by either party, except after thirty (30) days' prior written notice by first class mail, postage prepaid, has been given to the City, ten (10) days notice if cancellation is due to nonpayment of premium. 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 Additional insured; primary insurance.** A certified endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) shall be attached to all policies stating that the City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers. A certified endorsement shall be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

**4.4.5 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.

**4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

**4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of

the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

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

### **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

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

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



**Section 6. STATUS OF CONSULTANT.**

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

**Section 7. LEGAL REQUIREMENTS.**

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

- 7.5 Pinole Business License.** Consultant shall obtain a City of Pinole business license according to the terms of Title 5 of the City of Pinole Municipal Code and deliver to City proof of such business license prior to beginning work under this Agreement. Work under this Agreement cannot begin until the City receives proof that Consultant has obtained a City of Pinole business license.
- 7.6 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

**Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** Notwithstanding anything herein to the contrary, City may cancel this Agreement at any time and without cause upon thirty (30) written notification to Consultant.

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

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

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

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, charts, studies, photographs, memoranda, 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.

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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 "A-D" 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 Michelle Fitzer who shall act as the City's representative. All correspondence shall be directed to or through Michelle Fitzer or his or her designee.

**10.10 Notices.** Any written notice to Consultant shall be sent to:

IEDA INC.,  
2200 Powell Street, Suite 1000  
Emeryville, CA 94608

Any written notice to City shall be sent to:  
Michelle Fitzer, City Manager  
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.

## ATTACHMENT C

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

CITY OF PINOLE

CONSULTANT

\_\_\_\_\_  
Michelle Fitzer, City Manager

\_\_\_\_\_  
Consultant's City of Pinole Business  
License #: 19-06902

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Eric Casher, City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**



**EXHIBIT B**  
**COMPENSATION SCHEDULE**

**EXHIBIT C**  
**CITY-FURNISHED FACILITIES**

City shall furnish physical facilities such as desks and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees, reviewing records and the information in possession of the City, and interviewing candidates. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.



## CITY COUNCIL REPORT

7H

**DATE:** JULY 16, 2019

**TO:** MAYOR AND COUNCIL MEMBERS

**FROM:** ROXANE STONE, MANAGEMENT ANALYST

**SUBJECT:** CONSIDER A LETTER OF SUPPORT FOR SB 344, LOCAL PREPAID MOBILE TELEPHONY SERVICES COLLECTION ACT (AS AMENDED JUNE 27, 2019)

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### **RECOMMENDATION**

It is recommended that the City Council review a draft letter of support for SB 344, Local Prepaid Mobile telephony Services Collection Act (As Amended June 27, 2019) and provide direction to staff or authorization for the Mayor to sign it.

### **BACKGROUND**

On January 1, 2016, AB 1717 was approved. This bill placed the Local Prepaid MTS Act into law, which established equal tax collection on the range of mobile telephony services. Under this law, cities have been able to collect local Utility Users Tax (UUT) revenues on prepaid cellular services which helps provide core local services, such as "911" emergency telephone systems.

**Under SB 344, the** Local Prepaid MTS Collection Act sunset date of January 1, 2020 is extended to January 1, 2021. SB 344 also allows:

- The continued collection of Local Prepaid MTS Charges (Local Charges), which consist of local governments' utility user taxes (UUTs), local emergency telephone charges (local 911), and any other local charge imposed on consumers that purchase prepaid MTS using the collection mechanism of the Local Collection Act for calendar year 2020.
- Existing law generally provides, for purposes of the local prepaid MTS act, that if prepaid mobile telephony services are sold in combination with mobile data services or any other services or products for a single price, then the local charges apply to the entire price. This bill would provide that the local charges apply to the entire price unless the seller can identify the mobile data services and other services or products.

### **REVIEW & ANALYSIS**

More than 40 states have enacted prepaid wireless point-of-sale collection statutes in recognition of their importance to funding state and local programs. SB 344 ensures that the prepaid sector of the communications market will continue to equitably share in the responsibility for funding the [local] 911 system and providing revenue to cities and counties generated by local UUTs. The individual cities in support of this bill, including the League of California Cities and the County State Association of Counties, explain that providing a one-year, short-term extension to continue the Local Collection Act will give local agencies time to develop comprehensive legislation next year with stakeholders with respect to Local Charges.

### **FISCAL IMPACT**

The amount of UUT the City of Pinole receives annually from mobile telephony services has increased each year since we began collecting in FY2015-16. We are on track for \$39,000 in collections for FY2018-19.

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

ATTACHMENT A: Draft Letter of Support for SB 344

ATTACHMENT B: SB 344 Text



# CITY OF PINOLE

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2131 Pear Street  
Pinole, CA 94564

Phone: (510) 724-9010  
FAX: (510) 724-9826  
[www.ci.pinole.ca.us](http://www.ci.pinole.ca.us)

July 16, 2019

The Honorable Mike McGuire  
California State Senate  
State Capitol Building, Room 5061  
Sacramento, CA 95814

Re: SB 344 (McGuire) UUT Prepaid Mobile Telephony Collection

**Notice of Support**

Dear Senator McGuire:

The City of Pinole supports your SB 344. This measure grants a one-year extension of a sunset date to the Local Prepaid Mobile Telephony Services Collection Act (Local Prepaid MTS Act) until January 1, 2021, and makes several related clarifications.

The City of Pinole has a local utility user's tax (UUT) which supports police, fire, parks and other core services for our residents. We appreciate the continuation of the Local Prepaid MTS Act because it ensure equity among taxpayers by enabling our community to collect the applicable UUT when mobile telephony services are sold in a retail prepaid environment.

For these reasons, the City of Pinole supports SB 344 (McGuire).

Sincerely,

Peter Murray  
Mayor  
City of Pinole

cc: Senator Nancy Skinner  
Assembly Member Buffy Wicks  
Sam Caygill, East Bay Division, League of California Cities, [scaygill@cacities.org](mailto:scaygill@cacities.org)  
Meg Desmond, League of California Cities, [cityletters@cacities.org](mailto:cityletters@cacities.org)

AMENDED IN ASSEMBLY JUNE 27, 2019

AMENDED IN SENATE APRIL 22, 2019

AMENDED IN SENATE MARCH 26, 2019

## SENATE BILL

**No. 344**

### Introduced by Senator McGuire

February 19, 2019

An act to ~~add and repeal Section 15676.2 of the Government Code, relating to state government; amend Sections 42018, 42101.5, 42103, and 42111 of the Revenue and Taxation Code, relating to prepaid mobile telephony services.~~

#### LEGISLATIVE COUNSEL'S DIGEST

SB 344, as amended, McGuire. ~~Office of Tax Appeals; tax panels; Local Prepaid Mobile Telephony Services Collection Act.~~

*The Local Prepaid Mobile Telephony Services Collection Act (local prepaid MTS act), until January 1, 2020, suspends the authority of a city, county, or city and county, including any charter city, county, or city and county, to impose a utility user tax on the consumption of prepaid communications service and any charge that applies to prepaid mobile telephony service, as defined, on access to communication services or access to local "911" emergency telephone systems, and instead requires those taxes and charges to be applied during the period beginning January 1, 2016, and ending January 1, 2020, under any local ordinance to be at specified rates. The local prepaid MTS act requires that these local charges imposed by a city, county, or a city and county, on prepaid mobile telephony services be collected from the prepaid consumer by a seller at the same time of the retail sale, as specified. Existing law requires that all local charges be collected and*

*paid to the California Department of Tax and Fee Administration pursuant to the Fee Collection Procedures Law, be deposited in the Local Charges for Prepaid Mobile Telephony Services Fund, and be transmitted to the city, county, or a city and county, as provided.*

*This bill would extend operation of the local prepaid MTS act until January 1, 2021. By extending the application of the Fee Collection Procedures Law, the violation of which is a crime, this bill would impose a state-mandated local program.*

*Existing law generally provides, for purposes of the local prepaid MTS act, that if prepaid mobile telephony services are sold in combination with mobile data services or any other services or products for a single price, then the local charges apply to the entire price.*

*This bill would provide that the local charges apply to the entire price unless the seller can identify the mobile data services and other services or products from its books and records kept in the ordinary course of business. This bill would make other nonsubstantive changes.*

*The local prepaid MTS act authorizes a consumer to rebut the presumed location of a retail transaction for purposes of the collection of the local charges by filing a claim and declaration under penalty of perjury.*

*By extending the local MTS act until January 1, 2021, the bill would expand the crime of perjury, thereby imposing a state-mandated local program.*

*The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.*

*This bill would provide that no reimbursement is required by this act for a specified reason.*

~~Existing law establishes the Office of Tax Appeals (office) in state government. The office has the duty to conduct appeals hearings for the various taxes and fees administered by the California Department of Tax and Fee Administration and for the administrative appeals of state personal income taxes and corporation franchise and income taxes, which are administered by the Franchise Tax Board. Existing law establishes tax appeals panels within the office, each consisting of 3 administrative law judges.~~

~~This bill, until January 1, 2030, would require the office to establish a process under which a person filing an appeal may opt to appear before one administrative law judge, rather than a tax appeal panel, when the~~

~~total amount in dispute is less than \$5,000 with respect to personal income taxes or the entity filing the appeal has gross receipts of less than \$20,000,000 with respect to taxes and fees administered by the California Department of Tax and Fee Administration and the total amount in dispute is less than \$50,000. The bill would provide that the decision of one administrative law judge made pursuant to these provisions does not have precedential effect.~~

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: ~~no~~ yes.

*The people of the State of California do enact as follows:*

1     SECTION 1. Section 42018 of the Revenue and Taxation Code  
2     is amended to read:  
3     42018. (a) Except as provided in subdivisions (b) and (c), if  
4     prepaid mobile telephony services are sold in combination with  
5     mobile data services or any other services or products *that are not*  
6     *subject to local charges* for a single price, then the ~~prepaid MTS~~  
7     ~~surcharge~~ and local charges shall apply to the entire ~~price~~. *price*  
8     *unless the seller can identify the mobile data services and other*  
9     *services or products from its books and records kept in the ordinary*  
10    *course of business.*  
11    (b) If prepaid mobile telephone services are sold with a mobile  
12    telephone service communication device, commonly termed a  
13    cellular telephone, for a single, nonitemized price, then the ~~prepaid~~  
14    ~~MTS surcharge~~ and local charges shall apply to the entire  
15    nonitemized price, except if the purchase price for the cellular  
16    phone component of the bundled charge is disclosed to the prepaid  
17    consumer on a receipt, invoice, or other written or electronic  
18    documentation provided to the prepaid consumer, the ~~prepaid MTS~~  
19    ~~surcharge~~ and local charges may be calculated excluding the  
20    separately stated price of the cellular telephone.  
21    (c) If a minimal amount of prepaid mobile telephony service is  
22    sold for a single, nonitemized price with a mobile telephony service  
23    communications device, the seller shall not apply the ~~prepaid MTS~~  
24    ~~surcharge~~ or local charges to the transaction. For these purposes,  
25    a service allotment denominated as 10 minutes or less, or five  
26    dollars (\$5) or less, is a minimal amount.



1 (d) Notwithstanding Section 42024, this section shall remain  
2 operative until January 1, 2021, and shall be repealed as of that  
3 date.

4 SEC. 2. Section 42101.5 of the Revenue and Taxation Code is  
5 amended to read:

6 42101.5. (a) (1) On and after January 1, 2016, a local charge  
7 imposed by a local agency on prepaid mobile telephony services  
8 shall be collected from the prepaid consumer by a seller at the  
9 same time and in the same manner as the prepaid MTS surcharge  
10 is was collected under Part 21 (commencing with Section 42001),  
11 as that law read on January 1, 2017, except as Section 42018 has  
12 been amended, if, on or before September 1, 2015, the local agency  
13 shall enter into a contract with the ~~board~~ department for the ~~board~~  
14 department to perform the functions set forth in Section 42103. In  
15 the contract, the local agency shall: (1) certify to the ~~board~~  
16 department that its ordinance applies its local charge to prepaid  
17 mobile telephony services and that the local agency agrees to  
18 indemnify, and hold and save harmless, the ~~board~~, department, its  
19 officers, agents, and employees for any and all liability for damages  
20 that may result from collection pursuant to the contract; ~~and~~, and  
21 (2) certify to the ~~board~~ department the amount of the local 911  
22 charge, as set out in Section 42102.5, or the applicable tiered rate  
23 for a utility user tax, as set out in Section 42102.

24 (2) A seller that is not a direct seller shall be permitted to deduct  
25 and retain an amount equal to 2 percent of the amounts that are  
26 collected by the seller from prepaid consumers for local charges,  
27 on a pro rata basis, according to that portion of local charge  
28 revenues collected by the seller.

29 (b) In the event that a local agency adopts a new local charge  
30 that is imposed on prepaid mobile telephony services after  
31 September 1, 2015, the local agency shall enter into a contract  
32 with the ~~board~~ department to perform the functions set forth in  
33 Section 42103, on or before December 1, with collection of the  
34 local charge to commence April 1 of the next calendar year. In the  
35 contract, the local agency shall certify to the ~~board~~: department:  
36 (1) that its ordinance applies its local charge to prepaid mobile  
37 telephony services and that the local agency agrees to indemnify,  
38 and hold and save harmless, the ~~board~~, department, its officers,  
39 agents, and employees for any and all liability for damages that  
40 may result from collection pursuant to the contract; ~~and~~, and (2)

1 the amount of the local 911 charge, as set out in Section 42102.5,  
2 or the applicable tiered rate for a utility user tax, as set out in  
3 Section 42102.

4 (c) In the event that a local agency increases its local charge  
5 after September 1, 2015, the local agency shall provide the ~~board~~  
6 *department* with written notice of the increased local charge on or  
7 before December 1, with collection of the local charge to  
8 commence April 1 of the next calendar year.

9 (d) In the event that a local agency reduces or eliminates a local  
10 charge on prepaid mobile telephony services, the local agency  
11 shall provide the ~~board~~ *department* with written notice pursuant  
12 to subdivision (c) of Section 42010.

13 (e) Notwithstanding subdivision (a), through and including  
14 December 31, 2015, a prepaid MTS provider may elect to remit  
15 the local charge to the appropriate local taxing jurisdiction based  
16 on the applicable tax rate of Section 42102, Section 42102.5, or  
17 both, and those remittances shall be deemed to be in full  
18 compliance with the local ordinance imposing a local charge on  
19 prepaid mobile telephony service.

20 *SEC. 3. Section 42103 of the Revenue and Taxation Code is*  
21 *amended to read:*

22 42103. (a) The ~~board~~ *department* shall perform all functions  
23 incident to the collection of the local charges of a local jurisdiction  
24 or local agency and shall collect and administer the local charges  
25 in the manner prescribed for the collection of the prepaid MTS  
26 surcharge in the Prepaid Mobile Telephony Services Surcharge  
27 Collection Act (Part 21 (commencing with Section 42001)), *as*  
28 *that law read on January 1, 2017*, subject to the limitations set  
29 forth in Section 42105. For purposes of this part, the references in  
30 the Fee Collection Procedures Law to “fee” shall include the local  
31 charge imposed by this part, and references to “feepayer” shall  
32 include a person required to pay the local charge imposed by this  
33 part, which includes the seller.

34 (b) All local charges collected by the ~~board~~ *department* shall  
35 be deposited in the Local Charges for Prepaid Mobile Telephony  
36 Services Fund which is hereby created in the State Treasury, and  
37 shall be held in trust for the local taxing jurisdiction, and shall not  
38 be used for any other purpose. Local charges shall consist of all  
39 taxes, charges, interest, penalties, and other amounts collected and  
40 paid to the ~~board~~, *department*, less payments for refunds and

1 reimbursement to the ~~board~~ *department* for expenses incurred in  
2 the administration and collection of the local charges. The ~~board~~  
3 *department* shall transmit the funds to the local jurisdictions  
4 periodically as promptly as feasible. The transmittals required  
5 under this section shall be made at least once in each calendar  
6 quarter. The ~~board~~ *department* shall furnish a quarterly statement  
7 indicating the amounts paid and withheld for expenses of the ~~board~~  
8 *department* and subject to subdivision (e) of Section 42020.

9 (c) The ~~board~~ *department* shall prescribe and adopt rules and  
10 regulations as may be necessary or desirable for the administration  
11 and collection of local charges and the distribution of the local  
12 charges collected.

13 (d) The ~~board's~~ *department's* audit duties under this part shall  
14 be limited to verification that the seller complied with this part.

15 (e) Subject to the confidentiality requirements of Sections  
16 7284.6, 7284.7, and 19542, the ~~board~~ *department* shall make  
17 available to a requesting local jurisdiction or local agency any  
18 information that is reasonably available to the ~~board~~ *department*  
19 regarding the proper collection and remittance of a local charge  
20 of the local jurisdiction or local agency by a seller, including a  
21 direct seller.

22 (f) The ~~board~~ *department* may contract with a third party for  
23 purposes of this part, solely in connection with the following ~~board~~  
24 *department* duties:

25 (1) To allocate and transmit collected local charges in the Local  
26 Charges for Prepaid Mobile Telephony Services Fund pursuant to  
27 subdivision (b) to the appropriate local jurisdictions.

28 (2) To audit proper collection and remittance of the local charge  
29 pursuant to this part.

30 (3) To respond to requests from sellers, consumers, boards, and  
31 others regarding issues pertaining to local charges that are within  
32 the scope of the ~~board's~~ *department's* duties.

33 (g) For purposes of this part, any third-party contract under  
34 subdivision ~~(e)~~ (f) shall be subject to the following limitations:

35 (1) Any third party shall, to the same extent as the ~~board~~,  
36 *department*, be subject to subdivision (b) of Section 55381, relating  
37 to unlawful disclosures.

38 (2) A third-party contract shall not provide, in whole or in part,  
39 in any manner a contingent fee arrangement as payment for services  
40 rendered. For purposes of this section, "contingent fee" includes,

1 but is not limited to, a fee that is based on a percentage of the tax  
2 liability reported on a return, a fee that is based on a percentage  
3 of the taxes owed, or a fee that depends on the specific tax result  
4 attained.

5 (h) Except for sharing of information pursuant to subdivision  
6 (e), this section does not apply to direct sellers.

7 *SEC. 4. Section 42111 of the Revenue and Taxation Code is*  
8 *amended to read:*

9 42111. This part shall remain in effect only until January 1,  
10 2020, 2021, and as of that date is repealed, unless a later enacted  
11 statute, that is enacted before January 1, 2020, 2021, deletes or  
12 extends that date.

13 *SEC. 5. No reimbursement is required by this act pursuant to*  
14 *Section 6 of Article XIII B of the California Constitution because*  
15 *the only costs that may be incurred by a local agency or school*  
16 *district will be incurred because this act creates a new crime or*  
17 *infraction, eliminates a crime or infraction, or changes the penalty*  
18 *for a crime or infraction, within the meaning of Section 17556 of*  
19 *the Government Code, or changes the definition of a crime within*  
20 *the meaning of Section 6 of Article XIII B of the California*  
21 *Constitution.*

22 ~~SECTION 1. Section 15676.2 is added to the Government~~  
23 ~~Code, to read:~~

24 ~~15676.2. (a) Notwithstanding subdivision (c) of Section 15670,~~  
25 ~~the office shall establish a process under which a person filing an~~  
26 ~~appeal may opt to appear before one administrative law judge if~~  
27 ~~either of the following is true:~~

28 ~~(1) If the appeal arises from a tax imposed pursuant to the~~  
29 ~~Personal Income Tax Law (Part 10 (commencing with Section~~  
30 ~~17001) of Division 2 of the Revenue and Taxation Code), and the~~  
31 ~~total amount in dispute, including penalties and fees, is less than~~  
32 ~~five thousand dollars (\$5,000).~~

33 ~~(2) If the appeal arises from a tax or fee administered by the~~  
34 ~~California Department of Tax and Fee Administration, and both~~  
35 ~~of the following are satisfied:~~

36 ~~(A) The entity filing the appeal has gross receipts of less than~~  
37 ~~twenty million dollars (\$20,000,000).~~

38 ~~(B) The total amount in dispute, including penalties and fees,~~  
39 ~~is less than fifty thousand dollars (\$50,000).~~

1     ~~(b) The decision of one administrative law judge made pursuant~~  
2     ~~to the process established by this section shall not have precedential~~  
3     ~~effect.~~

4     ~~(c) This section shall remain in effect only until January 1, 2030,~~  
5     ~~and as of that date is repealed.~~

O



## **CITY COUNCIL REPORT**

**71**

**DATE: JULY 16, 2019**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: ROXANE STONE, MANAGEMENT ANALYST**

**SUBJECT: CONSIDER A LETTER OF OPPOSITION FOR SB 266, PUBLIC  
EMPLOYEES' RETIREMENT SYSTEM: DISALLOWED  
COMPENSATION: BENEFIT ADJUSTMENTS**

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### **RECOMMENDATION**

It is recommended that the City Council review a draft letter of opposition for SB 266, Public Employees' Retirement System: Disallowed Compensation: Benefit and adjustments, and provide direction to staff or authorization for the Mayor to sign it.

### **BACKGROUND**

In 2012 the California State Legislature passed significant public pension reform legislation known as the Public Employees' Pension Reform Act (PEPRA,) which took effect January 1, 2013. While the reforms were significant, they led to some confusion as to what may lawfully be offered as employee pension benefits. As a result, some public agencies and their represented employee organizations came to agreements on benefit packages and submitted to CalPERS for approval. Only after these agreements were approved and administered did CalPERS determine that these forms of compensation were unlawful. Those future retirement benefits, which were being paid for by employers and employees into pension systems such as the California Public Employees Retirement System (CalPERS), were at some point determined to violate the law and were terminated. Terminated benefits that violate PEPRA are considered "disallowed benefits."

Under current law, once a benefit is determined to be disallowed, both the employer and the employee cease making future payments on that benefit, past contributions from the employee are returned to the employee, while past contributions from the employer are applied towards future payment. Unfortunately, in the case of a retiree that received the value of the disallowed benefit, the pension system must recoup the overpaid benefit from the retiree. The pension system must recoup that overpayment from the retiree because it is unlawful to pay out a benefit that is not legally allowable or earned.

SB 266 will require public agencies to directly pay retirees and/or their beneficiaries, disallowed retirement benefits using general fund dollars. As amended, SB 266 places 100 percent of the total liability for such overpayments on public agencies—abdicating all responsibility previously held by CalPERS to ensure that retirement benefits are calculated and administered correctly.

### **REVIEW & ANALYSIS**

As such, SB 266 is a de facto and retroactive benefit enhancement measure that will further strain local agency budgets at a time where retirement obligations are effectively eliminating agencies ability to provide critical services for the public.

The City Council recently implemented and funded an IRS Section 115 Trust which is dedicated to addressing the cities escalating retirement liability. If SB 266 passes, this may become an additional burden not addressed through the Trust. Furthermore, for years the cities employees have shared in paying a portion of the employers' obligation of the retirement costs because the City simply cannot pay the full employers retirement costs. Employees agreed to the sharing formula as a way to show that the City has been trying to address a significant unfunded pension situation cooperatively. The City's retirement liability would only be exacerbated by this legislation.

Our objections to this measure are rooted in policy, operational, cost, and legal concerns that will inevitably face virtually every state and local government agency should this measure be signed into law.

- SB 266 would present cities with costly operational challenges. Not only would SB 266 require the City of Pinole to track and maintain current records of all retirees and their beneficiaries in order to deliver direct payments, the city would be issuing direct General Fund payments to retirees which would trigger GASB 68 reporting requirements. Given the unique circumstances surrounding these overpayments, we would have to track and report these liabilities. Such additional responsibilities will require us to hire costly outside actuarial and legal experts to ensure that they follow federal reporting laws.
- Continued payment of a disallowed benefit to a retiree would constitute a gift of public funds, in violation of Section 6, Article 16 of the California Constitution.
- This measure fails to consider the common practice of employees moving from jurisdiction to jurisdiction throughout their careers. Under normal circumstances, CalPERS pays out the benefit if the employee works for multiple agencies that enjoy reciprocity.

It is unfortunate that after an agency and their bargaining unit came to an agreement on benefits and those benefits had been paid for any amount of time for the benefit to be taken from the retiree. However, public agencies simply cannot continue to make payments directly to a retiree for an unlawful benefit.

**FISCAL IMPACT**

The impact of SB 266 on the City of Pinole is unknown at this time. The City would have to hire an actuary to determine the City additional liability for the current year and every year in the future.

**ATTACHMENT(S):**

ATTACHMENT A: Draft Letter of Opposition for SB 266

ATTACHMENT B: SB 266 Text





# CITY OF PINOLE

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Pinole, CA 94564

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July 16, 2019

The Honorable Lorena Gonzalez  
Chair, Assembly Appropriations Committee  
State Capitol Building, Room 2114  
Sacramento, CA 95814

RE: **SB 266 (Leyva) Public Employees' Retirement System: Disallowed Compensation: Benefit Adjustments.**  
**Notice of Opposition**

Dear Assembly Member Gonzalez,

The City of Pinole must respectfully oppose SB 266, which would require public agencies to directly pay retirees and/or their beneficiaries, disallowed retirement benefits using general fund dollars. Our objections to this measure are rooted in policy, operational cost, and legal concerns that will inevitably face virtually every local government agency should this measure be signed into law.

## **Double Payment:**

Under current law, once a benefit is determined to be disallowed, both the employer and the employee cease making future payments on that benefit, past contributions from the employee are returned to the employee, while past contributions from the employer are applied towards future payment. We the employer have already made our contributions, we should not be double paying for the benefit.

## **As Amended CalPERS has no Incentive to Properly Calculate Benefit Payments:**

Recent amendments to the measure remove all responsibility by CalPERS to ensure benefits are reviewed, calculated and administered correctly. Instead, SB 266 places sole responsibility on the employer—even if the employer exercises their right to have CalPERS review their compensation proposal. While we understand that CalPERS has asserted that they face IRS plan qualification concerns for paying out an unlawful benefit, the fact that there is zero accountability or assurances afforded to the state or local agency when CalPERS reviews a compensation agreement is irrational.

## **Requirements under SB 266 will Create Compliance and Implementation Issues:**

Under SB 266, we would be issuing direct General Fund payments to retirees, which would trigger GASB 68 reporting requirements. Given the unique circumstances surrounding these overpayments, we would have to track and report these liabilities. Such additional responsibilities will require us to hire costly outside actuarial and legal experts to ensure that they follow federal reporting laws. SB 266 is a de facto

and retroactive benefit enhancement bill that would further strain our budget at a time where retirement obligations are making it financially difficult to provide critical services for the public.

This measure also fails to consider the common practice of employees moving from jurisdiction to jurisdiction throughout their careers. Under normal circumstances, CalPERS pays out the benefit if an employee works for multiple agencies who enjoy reciprocity. However, under SB 266 it is unclear. Such confusion will lead to compliance, legal and implementation challenges.

This measure would also require the City of Pinole to track and maintain current records of all retirees and their beneficiaries in order to deliver the direct payment. SB 266 would present us with a costly logistical challenge.

**Gift of Public Funds is a Violation of the California Constitution:**

Under SB 266, the City of Pinole would be issuing monthly, unlawful, payments to former employees and/ or their beneficiaries in perpetuity. Continued payment of a disallowed benefit to a retiree would constitute a gift of public funds, in violation of Section 6, Article 16 of the California Constitution. Such violation would leave a public agency left to defend itself from costly litigation lawsuits filed by members of the public.

The City Council of Pinole recently acted proactively by implementing and funding an IRS Section 115 Trust which is dedicated to addressing the cities escalating retirement liability. Furthermore, for years all the City's employees have shared in paying a portion of the employers' obligation of the retirement costs because the City simply cannot pay the full employers retirement costs. Employees agreed to the sharing formula as a way to show that the City has been trying to address a significant unfunded pension situation cooperatively. If SB 266 passes, the City's retirement liability would only be exacerbated by this legislation.

For these reasons, the City of Pinole opposes SB 266.

Sincerely,

Peter Murray  
Mayor  
City of Pinole

cc: The Honorable Connie Leyva  
Senator Nancy Skinner  
Assembly Member Buffy Wicks  
Che Salinas, Chief Deputy Legislative Secretary for Operations, Office of Governor Newsom  
[Leg.unit@gov.ca.gov](mailto:Leg.unit@gov.ca.gov)  
Sam Caygill, League of California Cities Eastbay Regional Public Affairs Manager,  
[scaygill@cacities.org](mailto:scaygill@cacities.org)  
League of California Cities, [cityletters@cacities.org](mailto:cityletters@cacities.org)

AMENDED IN ASSEMBLY JUNE 17, 2019

AMENDED IN SENATE MAY 17, 2019

## SENATE BILL

**No. 266**

### Introduced by Senator Leyva

February 12, 2019

An act to add Section 20164.5 to the Government Code, relating to public employees' retirement.

#### LEGISLATIVE COUNSEL'S DIGEST

SB 266, as amended, Leyva. Public Employees' Retirement System: disallowed compensation: benefit adjustments.

#### ~~Existing~~

(1) *Existing* law, the Public Employees' Retirement Law (PERL), establishes the Public Employees' Retirement System (PERS), which provides a defined benefit to members of the system, based on final compensation, credited service, and age at retirement, subject to certain variations. PERL authorizes a public agency to contract to make its employees members of PERS and prescribes a process for this. PERS is administered by its board of administration, which is responsible for correcting errors and omissions in the administration of the system and the payment of benefits. Existing law requires the board to correct all actions taken as a result of errors or omissions of the state or a contracting agency, in accordance with certain procedures.

The California Public Employees' Pension Reform Act of 2013 (PEPRA) generally requires a public retirement system, as defined, to modify its plan or plans to comply with the act. PEPRA, among other things, establishes new defined benefit formulas and caps on pensionable compensation.

This bill would establish new procedures under PERL for cases in which PERS determines that the benefits of a member or annuitant are, or would be, based on disallowed compensation that conflicts with PEPPRA and other specified laws and thus impermissible under PERL. The bill would also apply these procedures retroactively to determinations made on or after January 1, 2017, if an appeal has been filed and the employee member, survivor, or beneficiary has not exhausted their administrative or legal remedies. At the threshold, after determining that compensation for an employee member reported by the state, school employer, or a contracting agency is disallowed, the bill would require the applicable employer to discontinue the reporting of the disallowed compensation. The bill would require that contributions made on the disallowed compensation, for active members, be credited against future contributions on behalf of the state, school employer, or contracting agency that reported the disallowed compensation and would require that the state, school employer, or contracting agency return to the member any contributions paid by the member or on the member's behalf.

With respect to retired members, survivors, or beneficiaries whose benefits are based on disallowed final compensation, the bill would require PERS to adjust the benefit to reflect the exclusion of the disallowed compensation, and provide that contributions made on the disallowed compensation be credited against future contributions on behalf of the employer entity that reported the disallowed compensation. Additionally, if specified conditions are met, the bill would require the employing entity to refund overpayment costs to the system and to pay members, survivors, and beneficiaries whose benefits have been reduced a lump sum or an annuity reflecting the difference between the monthly allowance that was based on the disallowed compensation and the adjusted monthly allowance calculated without the disallowed compensation, as provided. The bill would require the system to provide certain notices in this regard. *This bill would require the system to provide confidential contact information of retired members, and their survivors and beneficiaries, who are affected by these provisions to the relevant employing entities, the confidentiality of which the entities would be required to maintain.*

The bill would authorize the state, a school employer, or a contracting agency, as applicable, to submit to the system an additional compensation item proposed for inclusion *to be included or contained* in a memorandum of understanding *or collective bargaining agreement*

on and after January 1, 2020, that is intended to form the basis of a pension benefit calculation for determination of compliance with PEPPRA and other laws, as specified, and would require PERS to respond within 90 days, as specified. The bill would require PERS to publish notices identifying items of allowable compensation derived from language submitted to the system for review. The bill would make related legislative findings and declarations.

(2) *Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.*

*This bill would make legislative findings to that effect.*

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. (a) The California Public Employees' Retirement  
2 System (CalPERS) is the largest public pension fund in the United  
3 States, administering defined benefit retirement plans for  
4 California's public employees, including state and local  
5 government firefighters, law enforcement personnel, and school  
6 employees.  
7 (b) Of the numerous positions maintained by the state, schools,  
8 and local governments, each is unique and each is vital to ensuring  
9 quality public services that help keep our state strong, a critical  
10 component to promoting our state's continued economic recovery  
11 and future growth.  
12 (c) Fire service, law enforcement, school personnel, and other  
13 public employees exhibit varying demographic features and career  
14 patterns. Each requires a different skill set and knowledge base,  
15 as well as unique requirements for recruitment, training, retention,  
16 and compensation.  
17 (d) Generations of hard-working members of California's middle  
18 class have dedicated their careers to public service, often earning  
19 less over the course of their careers when compared to their private  
20 industry counterparts, to earn and pay for the promise of a secure  
21 retirement.

1 (e) A public employee's pension is based on collectively  
2 bargained compensation that takes the form of base pay and special  
3 compensation for additional skills, extraordinary assignments, or  
4 education.

5 (f) For CalPERS, it is the employer's responsibility to ensure  
6 that employee information is reported to CalPERS accurately and  
7 on a timely basis in order to correctly calculate an employee's  
8 service credit and final compensation for retirement purposes.

9 (g) In 2012, after serving the public for nearly 30 years, a  
10 firefighter employed by a CalPERS contracting agency, which  
11 provided an official projection of retirement benefits based on the  
12 firefighter's estimated retirement date, made the decision to retire  
13 based on that projection.

14 (h) In 2017, five years after officially retiring, CalPERS notified  
15 the firefighter retiree that the retiree's former employer had  
16 erroneously reported and remitted contributions on certain  
17 compensation, which CalPERS later determined in an audit was  
18 not pensionable compensation. CalPERS sought repayment of the  
19 purported overpayment directly from the retired firefighter totaling  
20 thousands of dollars, as well as imposed a substantial future  
21 reduction to the retiree's monthly allowance. Unfortunately, this  
22 scenario is not isolated to just this one retiree. A handful of other  
23 firefighter, law enforcement, and school retirees have reported  
24 similar stories across multiple CalPERS employers.

25 (i) For over eight decades, CalPERS has proven its ability to  
26 fairly administer the retirement system to uphold the promises  
27 made by its employers for those members who invest their life's  
28 work in public service. However, this kind of clawback has the  
29 potential to take a major toll on the finances of retirees, including  
30 firefighters and law enforcement officers who, unlike private sector  
31 employees, do not receive social security benefits and instead rely  
32 on their fixed monthly pension as their sole source of retirement  
33 income.

34 (j) In enacting this bill, it is the intent of the Legislature to ensure  
35 that a retired CalPERS member is protected when alleged  
36 misapplication or calculation of compensation occurs as a result  
37 of an employer's error, and that this protection be provided to  
38 retirees whose appeal of CalPERS' determination, and subsequent  
39 reduction of the retiree's allowance, is not final. It is further the  
40 intent of the Legislature that errors made on the part of the

1 employer, with respect to a promise to a retiree, be borne by the  
2 employer rather than through a retroactive clawback and permanent  
3 reduction in the retired member's pension.

4 SEC. 2. Section 20164.5 is added to the Government Code, to  
5 read:

6 20164.5. (a) For purposes of this section, "disallowed  
7 compensation" means compensation reported for a member by the  
8 state, school employer, or a contracting agency that the system  
9 subsequently determines is not in compliance with the California  
10 Public Employees' Pension Reform Act of 2013 (Article 4  
11 (commencing with Section 7522) of Chapter 21 of Division 7 of  
12 Title 1), Section 20636 or 20636.1, or the administrative regulations  
13 of the system.

14 (b) If the system determines that the compensation reported for  
15 a member by the state, school employer, or a contracting agency  
16 is disallowed compensation, the system shall require the state,  
17 school employer, or contracting agency to discontinue reporting  
18 the disallowed compensation. This section shall also apply to  
19 determinations made on or after January 1, 2017, if an appeal has  
20 been filed and the member, survivor, or beneficiary has not  
21 exhausted their administrative or legal remedies.

22 (1) In the case of an active member, all contributions made on  
23 the disallowed compensation shall be credited against future  
24 contributions to the benefit of the state, school employer, or  
25 contracting agency that reported the disallowed compensation, and  
26 any contribution paid by, or on behalf of, the member, including  
27 contributions under Section 20691, shall be returned to the member  
28 by the state, school employer, or contracting agency that reported  
29 the disallowed compensation.

30 (2) In the case of a retired member, survivor, or beneficiary  
31 whose final compensation at the time of retirement was predicated  
32 upon the disallowed compensation, the contributions made on the  
33 disallowed compensation shall be credited against future  
34 contributions, to the benefit of the state, school employer, or  
35 contracting agency that reported the disallowed compensation and  
36 the system shall permanently adjust the benefit of the affected  
37 retired member, survivor, or beneficiary to reflect the exclusion  
38 of the disallowed compensation.

39 (3) (A) In the case of a retired member, survivor, or beneficiary  
40 whose final compensation at the time of retirement was predicated

1 upon the disallowed compensation as described in paragraph (2),  
2 the repayment and notice requirements described in this paragraph  
3 and paragraph (4) shall apply only if all of the following conditions  
4 are met:

5 (i) The compensation was reported to the system and  
6 contributions were made on that compensation while the member  
7 was actively employed.

8 (ii) The compensation was provided for in a memorandum of  
9 understanding *or collective bargaining agreement* as compensation  
10 for pension purposes.

11 (iii) The determination by the system that compensation was  
12 disallowed was made after the date of retirement.

13 (iv) The member was not aware that the compensation was  
14 disallowed at the time it was reported.

15 (B) If the conditions of subparagraph (A) are met, the state,  
16 school employer, or contracting agency that reported contributions  
17 on the disallowed compensation shall do both of the following:

18 (i) Pay to the system, as a direct payment, the full cost of any  
19 overpayment of the prior paid benefit made to an ~~effected~~ *affected*  
20 retired member, survivor, or beneficiary resulting from the  
21 disallowed compensation.

22 (ii) Pay to the retired member, survivor, or beneficiary, as a  
23 lump sum or as an annuity based on that amount, the actuarial  
24 equivalent present value representing the difference between the  
25 monthly allowance that was based on the disallowed compensation  
26 and the adjusted monthly allowance calculated pursuant to  
27 paragraph (2) for the duration that allowance is projected to be  
28 paid by the system to the retired member, survivor, or beneficiary.  
29 The payment, or payments, shall be made by the state, school  
30 employer, or contracting agency that reported contributions on the  
31 disallowed compensation in the option selected by the retired  
32 member, survivor, or beneficiary pursuant to a settlement or  
33 agreement between the parties.

34 (4) The system shall provide a notice to the state, school  
35 employer, or contracting agency that reported contributions on the  
36 disallowed compensation and to the ~~effected~~ *affected* retired  
37 member, survivor, or beneficiary, including, at a minimum, all of  
38 the following:



(A) The amount of the overpayment to be paid by the state, school employer, or contracting agency to the system as described in subparagraph (B) of paragraph (3).

(B) The actuarial equivalent present value owed to the retired member, survivor, or beneficiary as described in subparagraph (B) of paragraph (3), if applicable.

(C) Written disclosure of the state, school employer, or contracting agency's obligations to the retired member pursuant to this section.

*(5) The system shall, upon request, provide the state, a school employer, or a contracting agency with contact information data in its possession of a relevant retired member, survivor, or beneficiary in order for the state, a school employer, or a contracting agency to fulfill their obligations to that retired member, survivor, or beneficiary pursuant to this section. The recipient of this contact information data shall keep it confidential.*

(c) (1) The state, a school employer, or a contracting agency, as applicable, may submit to the system for review an additional compensation item that is proposed ~~for inclusion in~~ *to be included, or is contained, in* a memorandum of ~~understanding~~ *understanding adopted, or a collective bargaining agreement entered into*, on and after January 1, 2020, that is intended to form the basis of a pension benefit calculation, in order for the system to determine compliance with the California Public Employees' Pension Reform Act of 2013 (Article 4 (commencing with Section 7522) of Chapter 21 of Division 7 of Title 1), ~~Section 20636, 20636 or 20636.1~~, and the administrative regulations of the system.

(2) A submission to the system for review under paragraph (1) shall include only the proposed compensation item language and a description of how it meets the criteria listed in subdivision (a) of Section 571 or subdivision (b) of Section 571.1 of Title 2 of the California Code of Regulations, along with any other supporting documents or requirements the system deems necessary to evaluate compliance with the California Public Employees' Pension Reform Act of 2013 (Article 4 (commencing with Section 7522) of Chapter 21 of Division 7 of Title 1), Section 20636 or 20636.1, and the administrative regulations of the system.

(3) The system shall respond to the submission within 90 days of the receipt of all information required to make a determination.

1 (d) The system shall periodically publish a notice of the  
2 proposed compensation language submitted to the system pursuant  
3 to paragraph (c) for review and the system's determination of  
4 compliance.

5 (e) This section does not alter or abrogate any responsibility of  
6 the state, a school employer, or a contracting agency to meet and  
7 confer in good faith with the employee organization regarding the  
8 impact of the disallowed compensation or the effect of any  
9 disallowed compensation on the rights of the employees and the  
10 obligations of the employer to its employees, including any  
11 employees who, due to the passage of time and promotion, may  
12 have become exempt from inclusion in a bargaining unit, but whose  
13 benefit was the product of collective bargaining.

14 *SEC. 3. The Legislature finds and declares that Section 2 of*  
15 *this act, which adds Section 20164.5 of the Government Code,*  
16 *imposes a limitation on the public's right of access to the meetings*  
17 *of public bodies or the writings of public officials and agencies*  
18 *within the meaning of Section 3 of Article I of the California*  
19 *Constitution. Pursuant to that constitutional provision, the*  
20 *Legislature makes the following findings to demonstrate the interest*  
21 *protected by this limitation and the need for protecting that*  
22 *interest:*

23 *In order to appropriately maintain the current confidentiality*  
24 *of personal contact information held by the Public Employees'*  
25 *Retirement System regarding retired members of the system, and*  
26 *their survivors and beneficiaries, it is necessary to limit access to*  
27 *this information if it is provided to other public entities for*  
28 *purposes of Section 20164.5 of the Government Code.*

O



## **CITY COUNCIL REPORT**

**8A**

**DATE:** JULY 16, 2019

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** ERIC S. CASHER, CITY ATTORNEY

**COPY:** MICHELLE FITZER, CITY MANAGER

**SUBJECT:** ORDINANCE AMENDING CHAPTER 8.36 OF THE PINOLE  
MUNICIPAL CODE REGARDING BALCONY INSPECTIONS

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### **RECOMMENDATION**

Staff recommends that the City Council introduce and waive the first reading of an ordinance to amend Chapter 8.36 of the Pinole Municipal Code regarding balcony inspections.

### **BACKGROUND**

In 2017, the City Council added Chapter 8.36 to the Municipal Code to require periodic inspections of balconies within the City. This ordinance was prompted by the tragic collapse of a balcony at an apartment complex in Berkeley, which resulted in several fatalities.

Pursuant to Chapter 8.36, a property owner must have a qualified professional inspect all balconies on his or her property in the following situations:

1. Upon application for a certificate of occupancy for a new building;
2. Prior to the close of escrow for the sale or transfer of the property; or
3. In a probate or other testamentary proceeding or in the event of a transfer by other means.

The California Legislature recently adopted SB 721, which took effect January 1, 2019, and requires property owners to complete periodic balcony inspections for multifamily residential buildings. In general, SB 721 requires inspections to occur at least once every six years. SB 721 does not preempt the City's Balcony Ordinance, or conflict with the City's ordinance in any way, but it requires inspections on a different schedule than what is required by the City.

### **DISCUSSION**

Chapter 8.36 requires a property owner to have a qualified professional inspect all balconies on his or her property when certain events occur, such as prior to the sale

of the property. The final inspection report is submitted to the City, and if all necessary repairs are completed within six (6) months of the initial inspection, the City issues a certificate of compliance for the property. A certificate of compliance is valid for five (5) years, thus if a property owner has a valid certificate of compliance, he or she does not need to perform any more inspections even if another triggering event occurs within the five (5) year period.

SB 721, which took effect January 1, 2019, requires property owners to complete periodic balcony inspections. Unlike Chapter 8.36 which applies to all balconies, SB 721 only applies to balconies in multifamily residential buildings, such as apartment buildings. SB 721 generally requires the inspections to be performed once every six (6) years, and is not tied to any triggering events. Under SB 721, copies of inspections are required to be submitted to the City as the local agency responsible for enforcing the building code, and necessary repairs must be completed within one hundred and eight (180) days.

The proposed ordinance would authorize the City to issue a certificate of compliance pursuant to Chapter 8.36 for inspections performed pursuant to SB 721, even if no triggering event occurred that required an inspection under Chapter 8.36. This will eliminate the need for duplicative inspections. For example, without the proposed amendment, a property owner who is required to perform an inspection under SB 721, and then decides to sell his or her property one year later, would be required to conduct an additional inspection pursuant to Chapter 8.36, since sale of property is a triggering event. The ordinance allows a certificate of compliance to be issued if the inspection complies with the requirements of state law, and all necessary repairs are performed.

In addition, the proposed ordinance incorporates the penalties authorized by SB 721 into the Municipal Code. Those penalties are similar to the penalties already authorized by the Municipal Code, but also explicitly authorizes the City to record any penalties assessed as a lien against the property.

### **FISCAL IMPACT**

Adopting the proposed Ordinance will have no direct fiscal impact. Costs related to staff review of balcony inspections are recovered through inspection fees.

### **ATTACHMENTS**

A – Ordinance (including text amendments to Municipal Code)

**ORDINANCE NO. 2019-\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINOLE  
AMENDING CHAPTER 8.36 OF THE PINOLE MUNICIPAL CODE REGARDING  
BALCONY INSPECTIONS**

**WHEREAS**, in 2017 the City Council added Chapter 8.36, “Balcony Inspection for Real Property Sales,” to the Pinole Municipal Code; and

**WHEREAS**, Chapter 8.36 requires a property owner to inspect any balcony located on real property prior to certain events occurring, such as the sale or transfer of the property; and

**WHEREAS**, Chapter 8.36 applies to balconies located on residential or non-residential property; and

**WHEREAS**, when balconies are satisfactorily inspected and repaired, the City issues a certificate of compliance for the balcony; and

**WHEREAS**, the Legislature recently enacted SB 721, which establishes a statewide requirement for owners of multifamily residential property to inspect balconies on their property at least every six (6) years; and

**WHEREAS**, the City Council desires to amend Chapter 8.36 to allow balcony inspections performed pursuant to SB 721 to satisfy the requirements of Chapter 8.36 in order to eliminate unnecessary and duplicative inspections.

**NOW, THEREFORE**, the City Council of the City of Pinole does ordain as follows:

**Section 1.     Recitals.**

The above recitals are true and correct and made a part of this Ordinance.

**Section 2.     Municipal Code Amendment – Section 8.36.085.**

Section 8.36.085 is hereby added to the Municipal Code to read as follows:

**“8.36.085     Inspections Pursuant to State Law**

If a Property Owner, or its designee, performs an inspection of a balcony pursuant to, and in compliance with all requirements of, Health and Safety Code section 17973, the City shall issue a certificate of compliance pursuant to Section 8.36.080, even if no inspection of the balcony was required by this chapter. The issuance of the certificate of compliance shall be contingent on the Property Owner providing the City with a copy of the final inspection report and performing all required repairs in the manner required by Health and Safety Code section 17973, as that section may be amended from time to time.”

**Section 3.     Municipal Code Amendment – Section 8.36.140.**

Section 8.36.140 is hereby added to the Municipal Code to read as follows:

**“8.36.140     Penalties**

Any violation of this Chapter may be punished pursuant to Chapter 1.12 of this Code, or as authorized by Health and Safety Code section 17973, as that section may be amended from time to time.”

**Section 4.     Severability.**

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of this Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council of the City of Pinole hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

**Section 5.     California Environmental Quality Act (“CEQA”).**

The proposed amendments are exempt from CEQA based on the rule set forth in CEQA Guidelines Section 5061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. As a series of text amendments and additions, it can be seen with certainty that there is no possibility that the proposed amendments to the Municipal Code will have a significant effect on the environment.

**Section 6.     Effective Date.**

In accordance with California Government Code Section 36937, this Ordinance shall take effect and be in force on the thirty-first day after adoption.

**Section 7.     Publication.**

Within fifteen (15) days after the passage of this Ordinance the City Clerk shall cause this Ordinance or a summary thereof to be published or to be posted in at least three public places in the City of Pinole in accordance with the requirements of California Government Code Section 36933.

PASSED AND ADOPTED on this \_\_\_\_ day of August, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Peter Murray, Mayor

ATTEST:

\_\_\_\_\_  
Heather Iopu, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Eric S. Casher, City Attorney

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