Mayor
Tessa Rudnick
Mayor Pro Tem
Carolyn Wysinger

THE CITY OF EL CERRITO

AGENDA

Councilmembers
Paul Fadelli
Lisa Motoyama
Gabriel Quinto

TUESDAY, DECEMBER 3, 2024

REGULAR CITY COUNCIL MEETING (6:00 PM)
City Council Chambers - 10890 San Pablo Ave, El Cerrito

Closed Captions available Via Zoom:
https://us06web.zoom.us/j/89451982588?pwd=xPwuQnZVAOJWPntXKJ0MZpPGBHwdKO.1
Meeting ID: 894 5198 2588 **Password:** 772119 **Dial in:** 1-408-638-0968

View:
1. Cable T.V. Broadcast on KCRT Channel 28
2. Livestream Online at www.el-cerrito.org/CouncilMeetingMaterials

Accommodations: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 510-215-4305. Notification 48 hours prior to the meeting will enable the City to make reasonable accommodations. Closed Captions available via zoom.

Conduct: This meeting shall be conducted pursuant to the El Cerrito City Council Rules of Order and Procedure, including adjourning by 11:00 PM unless extended to a specific time determined by a majority of the Council.

Public Comments:
1. *In-person* by submitting a request to speak to the City Clerk.
2. *By Email* to cityclerk@ci.el-cerrito.ca.us identified in the subject line as **Public Comments – Agenda Item #.**

Written comments received by **2:00 p.m. the day of the meeting** will be provided to the City Council and posted online in advance of the meeting. Comments received after the deadline will be provided to the City Council and will be posted **after the meeting.**

6:00 PM ROLL CALL – CONVENE REGULAR CITY COUNCIL MEETING

1. CONSIDER AND TAKE ACTION ON ANY REQUEST FROM A COUNCILMEMBER TO PARTICIPATE IN THE MEETING REMOTELY DUE TO EMERGENCY CIRCUMSTANCES PURSUANT TO AB 2449

2. PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF A MOMENT OF SILENCE

3. TELECONFERENCE AND PUBLIC COMMENT INSTRUCTIONS

4. COUNCIL/STAFF COMMUNICATIONS

Reports of closed session, commission appointments and informational reports on matters of general interest which are announced by the City Council and staff.

5. ORAL COMMUNICATIONS FROM THE PUBLIC

Remarks are typically limited to 3 minutes per person. The Mayor may reduce the time limit per speaker depending upon the number of speakers and may limit the total time for public comment to facilitate the completion of business on the agenda. Comments regarding non-agenda, presentation and consent calendar items will be heard first. Comments related to items appearing on the Public Hearing or Policy Matter portions of the Agenda will be heard prior to the City Council taking action on each item.

6. PRESENTATIONS

A. Bay Area Rapid Transit (BART) Presentation

Action Proposed: Receive and file a presentation from BART on the agency's "Role in the Region" report.
Contact: Bradley Dunn, Manager of Local Government and Community Relations, BART

B. Annual Real Property Transfer Tax Presentation

Action Proposed: Receive and file a presentation on the annual report for Real Property Transfer Taxes
Contact: Melanie Mintz, Community Development Director, Community Development Department

7. ADOPTION OF THE CONSENT CALENDAR

All items on the consent calendar shall be acted upon in one motion, unless a member of the City Council or staff request separate consideration.

A. Approve the 2025 Regular Meeting Schedule for City Council

Action Proposed: Pass a motion to approve the regular meeting schedule for 2025, reducing to the third Tuesday of the month for January, July, August, and September; scheduling a Council Retreat for 2/1/25; and adding a meeting on 2/6/25, 2/11/25, and 9/23/25 for Advisory Body Interviews.
Contact: Holly Charléty, City Clerk, City Management

B. Board, Commission, and Committee Workplan(s) and/or Accomplishments

Action Proposed: Receive and file adopted workplan(s) and accomplishments from applicable Boards, Commissions, and Committees of the City.

- Economic Development Committee (FY23/24 Accomplishments)

Contact: Holly M. Charléty, City Clerk, City Management

C. Spending Authority for Recreation Instructor Expected to Exceed $45,000 for FY 2024-25

Action Proposed: Adopt a resolution approving spending authority for a Recreation Department Instructor, Marcos Manqueros, for an amount not to exceed $80,000 in Fiscal Year 2024-25.
Contact: Taylor Melton, Recreation Supervisor; Christopher Jones, Recreation Director, Recreation Department

D. Amendment to the City's Classification Plan

Action Proposed: Adopt a resolution amending the City's Classification Plan to authorize the Reclassification of Senior Human Resources Analyst to Human Resources Manager in City Management.
Contact: Alexandra Orologas, Assistant City Manager, City Management

E. Resolutions Implementing Measure G Transactions and Use Tax

Action Proposed: 1) Adopt a resolution authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration for implementation of a local transactions and use tax; and 2) Adopt a resolution authorizing examination of sales or transactions and use taxes records.
Contact: Will Provost, Assistant to the City Manager, City Management

F. Adopt a Resolution Approving an Amendment to an Existing Contract Between the City and TRB + Associates

Action Proposed: Adopt a resolution authorizing the City Manager to execute an amendment to the 2023 professional services agreement with TRB + Associates, increasing contract authority from $250,000 to an

amount not to exceed $500,000 per fiscal year.
Contact: Jennifer Bright, Management Assistant; Melanie Mintz, Community Development Director, Community Development Department

8. PUBLIC HEARINGS

A. Proposed East Bay Sanitary Garbage & Organic Waste Collection and Post-Collection Rates and Integrated Waste Management Fees – Effective January 1, 2025

Action Proposed: Conduct a public hearing and upon conclusion adopt resolutions 1) establishing maximum allowable East Bay Sanitary (EBS) garbage and organic waste collection and post-collection rates, effective January 1, 2025 and 2) setting Integrated Waste Management (IWM) Fees, effective January 1, 2025.
Contact: Amelia Timbers, Operations and Environmental Services Division Manager; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

9. POLICY MATTERS

A. Adopt a Resolution Approving an Agreement between the City of El Cerrito and the El Cerrito Police Employees' Association (PEA) to Modify Language on Salaries, Benefits, Conditions of Employment, and Creating a New Memorandum of Understanding

Action Proposed: Adopt a resolution approving an agreement between the City of El Cerrito and the El Cerrito Police Employees' Association (PEA) to modify language on salaries, benefits, conditions of employment, and creating a new Memorandum of Understanding.
Contact: Shannon Bassi, Senior Human Resource Analyst, City Management

B. Adopt a Resolution Approving an Agreement between the City of El Cerrito and the Public Safety Management Association (PSMA) to Modify Language on Salaries, Benefits, Conditions of Employment, and Creating a New Memorandum of Understanding

Action Proposed: Adopt a resolution approving an agreement between the City of El Cerrito and the Public Safety Management Association (PSMA) to modify language on salaries, benefits, conditions of employment, and creating a new Memorandum of Understanding.

Contact: Shannon Bassi, Senior Human Resource Analyst, City Management

C. Adopt a Resolution to Approve a Third Amendment to City Manager Employment Agreement

Action Proposed: Adopt a resolution approving a Third Amendment to the Employment Agreement with the City Manager modifying compensation and extending the term of the agreement to December 31, 2029.
Contact: City Council Ad Hoc Subcommittee members Mayor Rudnick and Councilmember Quinto; Sky Woodruff, City Attorney, City Management

10. CITY COUNCIL LOCAL & REGIONAL LIAISON ASSIGNMENTS

Mayor and City Council communications regarding local and regional liaison assignments, committee reports, and any required reporting under AB 1234 for meetings (as defined by the Brown Act) attended at the public's expense.

11. ADJOURN REGULAR CITY COUNCIL MEETING

The next regularly scheduled City Council meeting is Tuesday, December 17, 2024 at 6:00 p.m.

The City of El Cerrito serves our diverse community by providing exceptional services that create a safe and resilient future for all.

BART's Role in the Region
City of El Cerrito| December 3, 2024

BART HAS MADE INVESTMENTS TO IMPROVE THE RIDER EXPERIENCE

Safety and Security

- Doubled police officer presence systemwide
- Crime is down 15% year to date in 2024

Service Adaptations

- Substantially increased evening/weekend service

Clean Rides

- Doubled the rate of train car deep cleaning

NEXT GENERATION FARE GATES IMPROVING SAFETY AND SECURITY

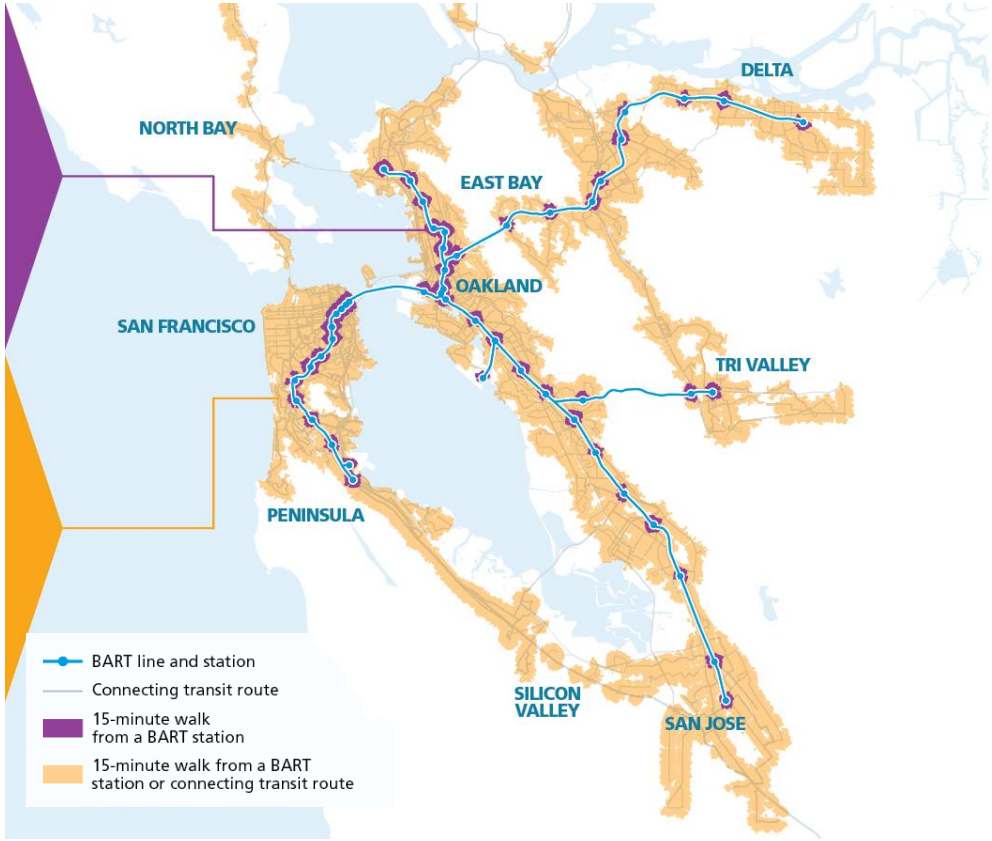
- Taller and stronger to deter fare evasion
- Improve accessibility and reliability with modern equipment and advanced sensors
- Already installed at 10 stations including Richmond Station
- Systemwide installation of 700+ new fare gates by end of 2025

New fare gates at Richmond Station

BART HELPS CONNECT RIDERS WITH OTHER TRANSIT PROVIDERS LIKE AC TRANSIT

- 87% of regional transfer trips use BART
- Monthly there are more than 295,000 transfer trips between BART and AC Transit
- These transfer trips are critical to the fiscal health of local and regional bus operators

BART PLUS ONE TRANSIT TRANSFER



El Cerrito Plaza Transit Oriented Development

Image by Pyatok, Van Meter Williams Pollock, Einwiller Kuehl

- Congratulations to city on $40 million AHSC grant award.
- BART looks forward to breaking ground on Parcel A South in 2025.
- El Cerrito del Norte Station on Near-Term (2024-2028) BART TOD Work Plan.

REGIONAL WAYFINDING PILOT AT EL CERRITO DEL NORTE BART

Goals:

- Improve customer experience and ease of wayfinding.
- Gather agency and public feedback for final set of regional standards.
- Test customer understanding of wayfinding system at complex multimodal stations, particularly for customers making transfers.

BART JOINS REGIONAL DISCOUNT PROGRAM

Take a ride on one transit agency, pay full fare

Transfer to another agency, save up to $2.50 on fare*

** Within 2 hours of first tag; applies to each subsequent agency*

CLIPPER

Launch with Next Generation Clipper on all 22 agencies

Nearly 9 out of 10 transfers on Clipper involve BART

Delivers savings to riders, especially lower-income riders

Projected high ridership growth (+27K daily riders regionwide)

EXAMPLE TRIPS AND RIDER COST SAVINGS

Example Trip 2 – Discounted Transfer

CSU East Bay to Powell Street (via Hayward)

Agency #1	Agency #2
Fare = $2.25	**Fare = $5.90 – ($2.50) = $3.40**
Estimated Annual Rider Savings	***$1,250***

- **Transportation is the 3rd largest expense in low-income CA households after housing and food**
- Over half of Bay Area households with income between $50K and $75K spent more than a third of their income on housing in 2021
- **Meaningful potential savings, especially for lower-income riders**

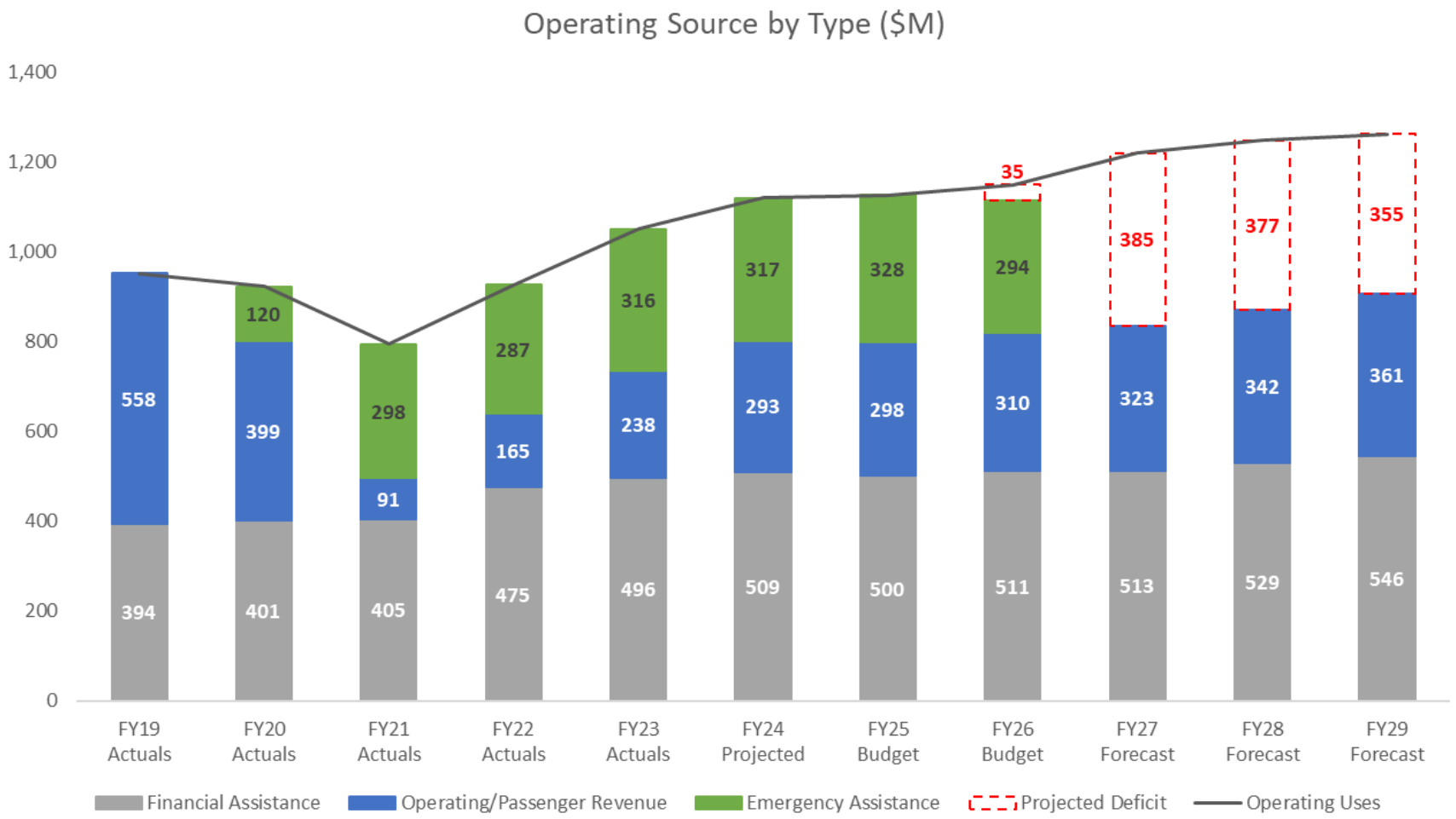
Source: MTC Vital Signs, Regional Means-Based Fare Technical Memo

BART IS COMMITTED TO ENSURING ALL RIDERS CAN ACCESS TRANSIT

- 50% discount for youth and low-income riders* enrolled in Clipper START
- 62.5% discount for seniors and people with disabilities
- Bay Pass pilot for employers to offer monthly transit passes as a commuter benefit

**Including College Students*

BART FUNDING

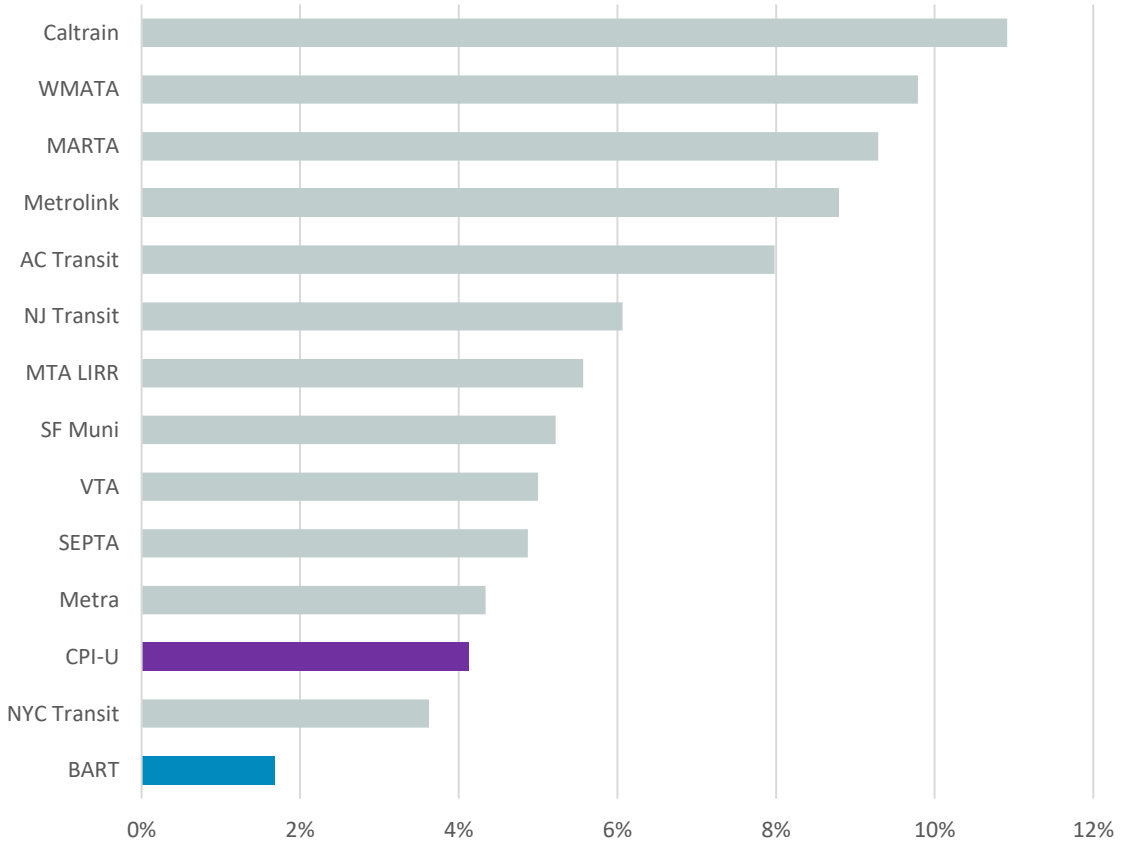


- Pre-pandemic, passenger fares funding over 60% of BART's operating cost.
- BART needs to modernize its funding model to match how other transit systems pay for operations.
- It is no longer sustainable or equitable to require our riders to carry the burden of funding operations.

BART IS CONTROLLING COSTS AND SPENDING EFFICIENTLY

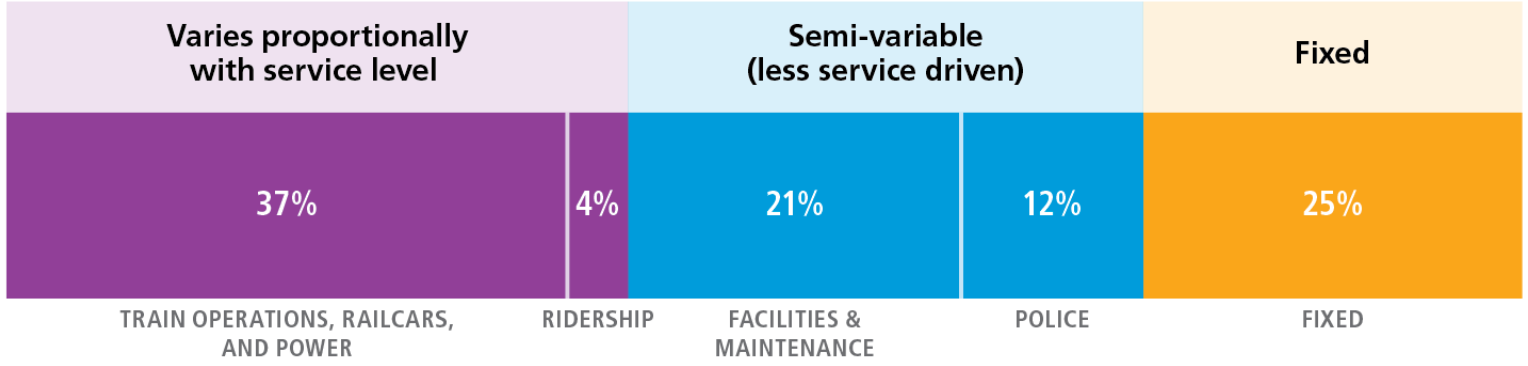
- BART has the best in the nation cost efficiency (operating expenditures per vehicle revenue mile).
- Our costs increased slower than inflation while putting out the best service possible.
- Our budget crisis is due to remote work and past overreliance on passenger revenue, not high costs.

Actual Operating Expense Per Service Hour Growth FY19 - FY23

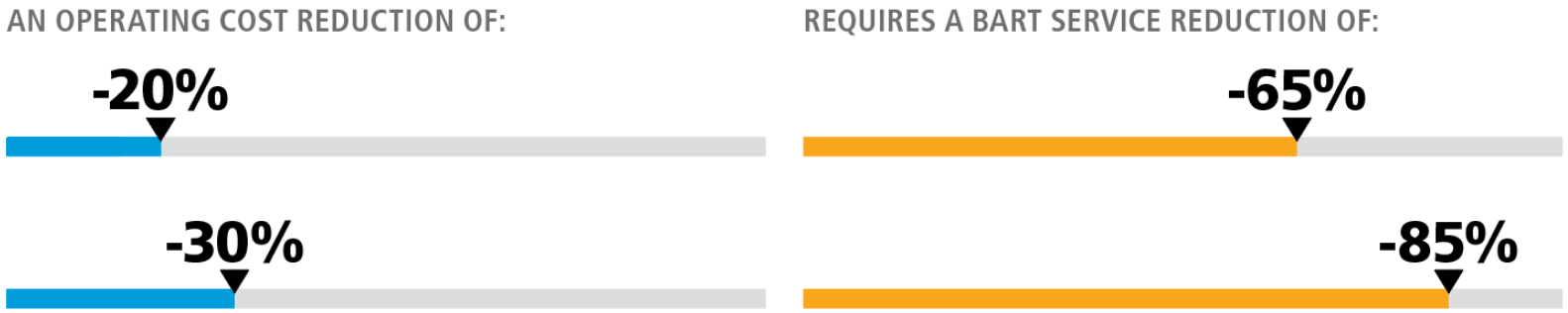


CUTTING BART COSTS WOULD REQUIRE MASSIVE SERVICE REDUCTIONS

BART'S FIXED AND VARIABLE ANNUAL OPERATING COSTS



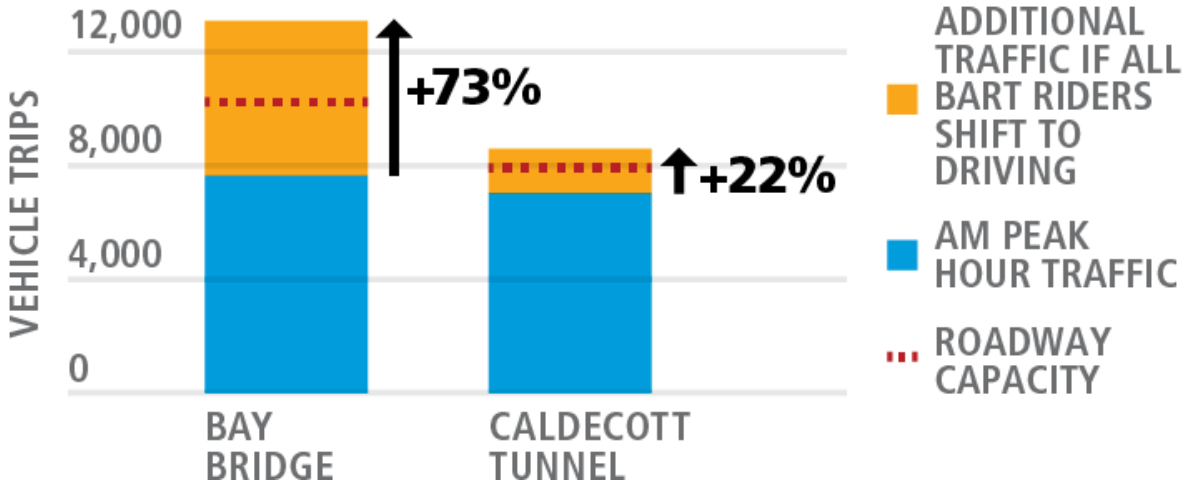
SERVICE REDUCTIONS REQUIRED FOR OPERATING COST REDUCTIONS



IF A STABLE SOURCE OF FUNDING IS NOT SECURED, SERVICE OPTIONS ARE TERRIBLE

- 60-minute train frequencies
- 9pm system closure
- Station closures
- Eliminate line(s) of service
- No weekend service
- Significantly worse traffic throughout the Bay Area

TRAFFIC WITHOUT BART



Stay Connected!

Bradley Dunn
Manager of Local Government and Community Relations
Bradley.Dunn@bart.gov
(510) 406-2987

Find us on Social:
X: @SFBART
IG: @SFbayarearapidtransit
@SFBARTable
TikTok: @SFBART

BART merch available at Railgoods.com

Real Property Transfer Tax Rebate Program Annual Report

City of El Cerrito

Presented by the Community Development Department

December 3, 2024

THE CITY OF EL CERRITO

Overview

- Since January 14, 2019, property sales in El Cerrito are subject to a Real Property Transfer Tax (RPTT) equal to 1.2% of the sales price. Ordinance 2018-03
- *Rebate*: Qualifying seismic upgrades and energy or water conservation projects may be eligible for a rebate of up to 1/3 of the of the tax paid
  - ✓ Work must be completed within one year of the transfer (exceptions allowed)
  - ✓ List of qualifying improvements and application form at

www.el-cerrito.org/rebate

THE CITY OF EL CERRITO

RPTT Statistics To Date

2019 – To Date	Totals	Notes
Total Amount of Transfer Tax collected	**$25,302,943**	From Finance
Total # of Properties Sold	**362**	
Total Number of Rebates Requested	**93**	
Total Amount of Rebates (To Date)	**$386,173**	Approx 1.5% of Total Tax Collected
Total Estimated Value of Improvements (To Date)	**$1,445,435**	From Building Permit Valuation

THE CITY OF EL CERRITO

ENERGY REBATES

Type of work	Cost of Work	# of projects	Total Rebate Amount
Water Heater Upgrades 82% AFUE or Better	**$77,713**	9 *(8 tankless and one heat pump)*	**$35,054**
Door and Windows Upgrades	**$129,410**	8 *(U Factor of .32 or better)*	**$29,744**
Higher Efficiency Built-In Appliances	**$36,595**	3	**$12,396**
Wall and Attic Insulation	**$14,000**	2	**$9,964**
Reroof "Cool Roof"	**$98,149**	9	**$30,966**

THE CITY OF EL CERRITO

ENERGY REBATES

Type of work	Cost of Work	# of projects	Total Rebate Amount
Replace older natural gas heating units with high efficiency units 80% or better	**$49,683**	5 *(all 5-gas to gas but better AFUE)*	**$13,900**
Replace old natural gas electric heating and cooling with heat pumps	**$71,905**	5 *(heat pump systems)*	**$16,970**
Permanently installed electric vehicle charging station	**$9,528**	5	**$8,385**
Installation of solar electric and or solar thermal system	**$81,512**	14 *(all electric no thermal)*	**$42,903**

THE CITY OF EL CERRITO

ENERGY REBATES

TOTAL COST OF WORK FOR ENERGY EFFICIENCY: $568,495

REBATES: $200,282

THE CITY OF EL CERRITO

SEISMIC/OTHER REBATES

Type of work	Cost of Work	# of projects	Total Rebate Amount
Approved and Permitted Seismic Strengthening Plan Set A	$778,070	38	$167,731
Replacement/Repair of Foundation	$95,120	2	$15,260
Installation of Shear or Braced Walls (Licensed Engineer)	$9,300	2	$2,900

THE CITY OF EL CERRITO

SEISMIC/OTHER REBATES

TOTAL COST OF WORK FOR SEISMIC UPGRADES: $882,490

REBATES: $185,891

THE CITY OF EL CERRITO

Questions?

Thank you!

2025 Regular Meeting Schedule for City Council

Council Chambers
10890 San Pablo Avenue

- City Holiday/Closed
- Council Meeting (6PM)
- Advisory Interviews (4PM)
- Council Retreat (9AM)

JANUARY

Sun	Mon	Tue	Wed	Thur	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
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26	27	28	29	30	31	

FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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AGENDA BILL

Agenda Item No. 7.B.

Date: December 3, 2024
To: El Cerrito City Council
From: Holly M. Charléty, City Clerk, City Management
Subject: Board, Commission, and Committee Workplan(s) and/or Accomplishments

ACTION PROPOSED

Receive and file adopted workplan(s) and accomplishments from applicable Boards, Commissions, and Committees of the City.

- Economic Development Committee (FY23/24 Accomplishments)

BACKGROUND/ANALYSIS

Resolution 2024-16, adopted by the City Council on March 21, 2024, implemented procedures by which City of El Cerrito Boards, Commissions, and Committees (Advisory Bodies) adopt a two-year workplan. The workplan shall be developed within the Advisory Body's scope of responsibility and be aligned with the City's adopted Strategic Plan. The workplan shall be adopted by the Advisory Body (and posted on the Advisory Body website) no later than July 1st of applicable years. The workplan shall also include a section to provide annual accomplishments of the Advisory Body which shall be updated and posted annually by July 1st. Subsequent to adoption by the Advisory Body, the workplan and/or accomplishments shall be transmitted to the City Council on consent as a received and file item. The applicable advisory body chair(s) or designee(s) shall be in attendance at the meeting.

This item includes transmission of the following item(s):

- Economic Development Committee Accomplishments for FY 2023/2024
  - Chair: Jean Shrem
  - Staff Liaison: Aissia Ashoori, Housing Manager/Staff Liaison

STRATEGIC PLAN CONSIDERATIONS

This action supports the City's Strategic Plan Goal(s) of:

- *High Performing Organization.*

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS
This section is not applicable to this agenda item.

LEGAL CONSIDERATIONS
This section is not applicable to this agenda item.

Reviewed by:

Alexandra Orologas, Assistant City Manager

Attachments:
1. Economic Development Committee FY 2023-2024 Accomplishments

THE CITY OF EL CERRITO

Economic Development Committee

FISCAL YEAR 2023-2024

ECONOMIC DEVELOPMENT COMMITTEE

Chair **Jean Shrem**; Vice-Chair **Eric Wright** Members **Mark Figone, George Gager, Sandra Mayithara, Kevin Schenthal, Patrick Swen**

Staff Liaison
Aissia Ashoori | 510-215-4361
aashoori@ci.el-cerrito.ca.us
Community Development

MISSION STATEMENT: The Economic Development Committee acts in an advisory capacity to perform tasks and duties identified by the Economic Development Strategy and Action Plan. Advises the Council on economic development matters, makes recommendations on the annual economic development work plan, and oversees the work of subcommittees established to concentrate on creating plans for high-priority areas. Provides input to other City boards and commissions on economic development matters and reviews progress towards achieving the annual work plan goals and long range economic development goals. Encourages community involvement in economic development.

HISTORICAL BACKGROUND: Resolution 2013-66 and Resolution 2021-54

PRIOR FISCAL YEAR ACCOMPLISHMENTS

Goal/Objective	Activities Supporting Goal	Status
Encourage community involvement and bolster economic development activities that spotlight local makers	Co-Sponsored Winter Makers Faire (12/16/2023)	Completed
Encourage community involvement and bolster economic development activities that spotlight local makers	Co-Sponsored Summer Makers Faire (6/8/2024)	Completed
Encourage residents/visitors to shop and support local businesses in El Cerrito to stimulate economic activities while exposing the array of small businesses in our community	Co-Sponsored El Cerrito Chamber, Shop Local Campaign (Fall 2023)	Completed

Accomplishments adopted on 8/19/2024 by the following vote:
Moved/Second: Wright/Shrem
Ayes: Members Gager, Schenthal
Noes: None **Absent:** Members Figone, Swen, Mayithara

AGENDA BILL

Agenda Item No. 7.C.

Date: December 3, 2024
To: El Cerrito City Council
From: Taylor Melton, Recreation Supervisor; Christopher Jones, Recreation Director, Recreation Department
Subject: Spending Authority for Recreation Instructor Expected to Exceed $45,000 for FY 2024-25

ACTION PROPOSED

Adopt a resolution approving spending authority for a Recreation Department Instructor, Marcos Manqueros, for an amount not to exceed $80,000 in Fiscal Year 2024-25.

BACKGROUND/ANALYSIS

Resolution 2017-71A, adopted by the City Council on October 3, 2017, authorizes the City Manager to purchase goods and services and enter into professional services agreements in amounts not to exceed $45,000 without City Council authorization, and further requires that purchases and professional service agreements of more than $45,000 for any one vendor in any one fiscal year must be approved by the City Council. Each fiscal year, the City Council affirms the requirement for the single vendor threshold of $45,000 in its resolution adopting the annual budget, most recently with Resolution 2024-46 for FY 2024-25. Additionally, the City's Procurement Policy (Administrative Policy III-1) sets guidelines and requirements for purchases of goods and services using City funds that conform with the approval thresholds set by the City Council and outlines the procedures for the use of purchase orders.

In accordance with the Procurement Policy, staff is seeking approval to make purchases estimated above $45,000 throughout the year for Recreation Instructor services on an as-needed basis. The purchase included in this agenda bill for approval was included in the FY 2024-25 Budget and does not require additional appropriation authority from the City Council.

<u>Recreation Instructors</u>

Recreation Instructors are contracted to teach classes for the City and provide a wide range of offerings to the community. Instructors are paid on a cost-sharing basis, whereby they most commonly receive 60% of the revenue from class sign-ups and the City receives 40%. In some cases, the revenue share may be adjusted to 70%-30% to keep the program cost for participants from exceeding market value. How much a Recreation Instructor is paid by the City annually depends on the frequency and popularity of their classes. Some Recreation Instructors regularly receive over $45,000 per year from the City through this revenue-sharing agreement structure. While these are not purchased services or supplies and all expenses are both budgeted for and offset by class fee revenues, staff feel that these contracts should come to City Council for approval to ensure compliance with the Procurement Policy.

Recreation Instructor Marcos Manqueros is expected to be paid over $45,000 in FY 2024-25, with the total cost estimated to be an amount not to exceed $80,000. Marcos Manqueros is the owner/director of Crouching Tiger Tennis, providing year-round tennis classes and camps for youth and seasonal classes for adults. Between July and December 2024, there were 253 enrollments in Crouching Tiger Tennis programs, and $39,134.62 was paid to the instructor utilizing the 70/30 revenue sharing agreement. If enrollment trends continue, staff expects approximately 200 additional enrollments and an estimated $40,000 due to Marcos for the second half of this fiscal year, January through June 2025.

STRATEGIC PLAN CONSIDERATIONS

This action supports the City's Strategic Plan Goal(s) of:

- *High Performing Organization; and*
- *Livability and Belonging*

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

All expenses referenced in this agenda bill were included within the FY 2024-25 Budget adopted by the City Council on June 18, 2024. The proposed expenditures require Council authorization because they are expected to exceed $45,000 with a single vendor in a single fiscal year, but there is no additional fiscal impact from adopting this resolution.

LEGAL CONSIDERATIONS

This section is not applicable to this agenda item.

Reviewed by:

Alexandra Orologas, Assistant City Manager

Attachments:

1. Resolution

RESOLUTION 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO APPROVING SPENDING AUTHORITY FOR RECREATION INSTRUCTOR MARCOS MANQUEROS FOR AN AMOUNT NOT TO EXCEED $80,000 IN FISCAL YEAR 2024-25

WHEREAS, Resolutions 2017-71A and 2024-46 require that all purchases totaling over $45,000 with a single vendor in a single fiscal year receive Council approval; and

WHEREAS, the City's Procurement Policy (Administrative Policy III-1) guides all purchasing and bidding procedures to ensure fairness and transparency; and

WHEREAS, certain vendors, selected based on excellence in quality, price, and availability, are expected to exceed $45,000 for goods, supplies, and services in the current fiscal year; and

WHEREAS, the proposed expenditures outlined in this resolution and the associated agenda bill were included in the Council-adopted budget for FY 2024-25 and require no additional appropriation authority.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby authorizes the purchase of Recreation Instruction services from Marcos Manqueros for an amount not to exceed $80,000.

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to enter into agreements with the individual listed above based on City standard forms or agreements with commercially reasonable terms, subject to approval as to form by the City Attorney.

I CERTIFY that at a regular meeting on December 3, 2024 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on_____.

_____
Holly M. Charléty, City Clerk

APPROVED:

_____
Tessa Rudnick, Mayor

AGENDA BILL

Agenda Item No. 7.D.

Date: December 3, 2024
To: El Cerrito City Council
From: Alexandra Orologas, Assistant City Manager, City Management
Subject: Amendment to the City's Classification Plan

ACTION PROPOSED

Adopt a resolution amending the City's Classification Plan to authorize the reclassification of Senior Human Resources Analyst to Human Resources Manager in City Management.

BACKGROUND/ANALYSIS

City Management conducted a review of the current staffing structure and positions within the Human Resources Division. As a result of this assessment, City Management has determined that the Senior Human Resources Analyst is performing duties that are more appropriately placed at the Human Resources Manager level. The current Senior Human Resources Analyst is currently overseeing the Division by managing complex responsibilities, such as labor relations, benefit administration, sensitive personnel processes, risk management, worker's compensation and compliance with state and federal laws. This position also involves advising City Management on intricate matters, managing the Division's budget and implementing special projects. These duties have all been determined to be at the higher classification level of Human Resources Manager. This reclassification will also increase the incumbent's ability to lead key projects and programs in the Division.

STRATEGIC PLAN CONSIDERATIONS

This action supports the City's Strategic Plan Goal of:

- *High Performing Organization*

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

The fiscal impact of the proposed reclassification in City Management is estimated to have a total additional fully loaded cost of $31,953.65 and will be absorbed within the Division's existing operating budget.

LEGAL CONSIDERATIONS

This section is not applicable to this agenda item.

Reviewed by:

Will Provost, Assistant to the City Manager

Attachments:

1. Resolution
2. Job Descriptions

RESOLUTION 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AMENDING THE CITY'S CLASSIFICATION PLAN

WHEREAS, the City Council of the City of El Cerrito has an adopted Classification Plan for positions in the City's service; and

WHEREAS, the City's Personnel Rules and Regulations 2.6 allow for changes in classification if it is believed that a job being performed is inconsistent with the approved position classification; and

WHEREAS, staff has conducted a review of staffing structure and positions in the Human Resources Division in City Management; and

WHEREAS, staff has proposed a personnel change that allows for the reclassification of one Senior Human Resources Analyst to Human Resources Manager in the Human Resources Division in City Management to better reflect the duties being performed by the current position and the desired level of service to be provided.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of El Cerrito does hereby amend the City's Classification Plan to authorize implementation of the reclassification of one Senior Human Resources Analyst to Human Resources Manager in the Human Resources Division in City Management.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon passage and adoption.

I CERTIFY that at a regular meeting on December 3, 2024 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on _____.

_____
Holly M. Charléty, City Clerk

APPROVED:

_____
Tessa Rudnick, Mayor

FLSA: Exempt

SENIOR HUMAN RESOURCES ANALYST

DEFINITION

Under general direction, plans, organizes, oversees, coordinates, and performs difficult and complex professional and confidential work required to administer human resources programs, including recruitment and selection, benefits administration, job analysis and classification, payroll and compensation, training and development, workers' compensation, and employee and labor relations; assists in departmental planning activities to improve organizational productivity and customer service; performs research and analysis; provides consulting services to City departments related to all aspects of human resources programs and activities; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from assigned supervisory or management personnel. Exercises direct supervision over technical and support staff.

CLASS CHARACTERISTICS

This is the advanced journey-level classification in the Human Resources Analyst series responsible for performing the complex work assigned to the series as well as providing oversight to assigned staff on a day-to-day basis. Incumbents regularly work on tasks which are varied and complex requiring considerable independent judgement. Positions in the classification rely on experience and judgement to perform assigned duties. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines, and methods to complete assignments. Work is typically reviewed upon completion for soundness, appropriateness, and conformity to policy and requirements.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Under general direction, plans, organizes, and oversees the daily functions, operations, and activities of assigned human resources programs.
- Participates in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommends within departmental policy, appropriate service levels; recommends and administers policies and procedures.
- Participates in the development and standardization of procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; identifies opportunities for improvement.
- Participates in the selection of, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
- Coordinates assigned programs, projects, and activities with other City departments, local

jurisdictions and agencies, and regional, state, and federal agencies.

- Develops and implements sound recruitment, testing, and selection processes, including evaluating recruitment materials and sources, administering all phases of the examination process, and assisting hiring departments with the employee selection process; develops and implements background investigative policies and procedures and oversees and conducts background investigations; ensures equal employment opportunity and affirmative action for all candidates; maintains background investigation and records management databases; tracks fingerprinting activity.
- Performs job analysis and classification studies of new and existing positions; designs and writes new and alters existing classification specifications as appropriate; makes recommendations, and participates in the development, implementation, and administration of classification plans.
- Coordinates and participates in employee relations activities; provides advice and counsel to department directors, managers, supervisors, and employees in the interpretation of human resources policies, procedures, contracts application, and the administering of grievances; reviews performance evaluations for consistency and makes recommendations; performs investigations and fact finding as required for resolution on employee relations matters and concerns; works closely with management on issues that require resolution or contract clarification.
- Assists with labor contract negotiations; prepares labor relations documents and contract language; represents the City in meetings with bargaining units.
- Leads and participates in the administration of the employee risk, benefits and retirement programs in accordance with plan provisions and in compliance with local, state, and federal laws, City policies and procedures, and memorandum of understanding (MOU) and employee agreement provisions; researches and analyzes benefit plan changes and employee data, conducts surveys, and prepares various reports and statements; develops, evaluates, and revises program components and processes and directs the implementation of changes and new programs; participates in external audits.
- Monitors leave of absence programs ensuring legal compliance; reviews and analyzes family and medical leave applications; interprets human resources policies and procedures with regards to benefits and paid and unpaid time-off options for employees; educates employees and managers on policy and legal compliance regarding leaves of absence.
- Conducts and participates in a variety of organizational and operational studies, investigations, and special projects; recommends modifications to assigned programs, policies, and procedures, as appropriate.
- Oversees the maintenance of applicant tracking system and human resources information system; directs the organization and maintenance of accurate and detailed databases, files, and records; ensures compliance with established records retention schedules.
- Upholds the City's Personnel Rules and Regulations and Municipal Code/Civil Service Commission.
- Ensures staff observe and comply with all City and mandated safety rules, regulations, and protocols.
- May serve as a staff liaison to a designated committee, board, or commission within the City.
- Performs related duties as required.

QUALIFICATIONS

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

- Equivalent to a bachelor's degree from an accredited college with major course work in human resources, business or public administration, or a related field. A master's degree is desirable.

Experience:

- Four (4) years of increasingly responsible human resources experience, performing administrative, program/project management, and/or analytical functions, preferably in a public agency or other similar organization.

Licenses and Certifications:

- Individuals who are appointment to this position will be required to maintain a current and valid California Driver's License (see note*) and satisfactory driving record throughout employment OR demonstrate the ability to travel to various locations in a timely manner as required in the performance of duties. *A current and valid out-of-state license may be used upon hire and a valid California Driver's License must be obtained within six (6) months of appointment.

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Principles, practices, and techniques of human resources administration, including recruitment and selection, and equal employment opportunity; job analysis and classification; compensation analysis and administration; benefit analysis and administration; and employee and labor relations.
- Principles and techniques of conducting studies, evaluating alternatives, making sound recommendations, and preparing and presenting effective and technical reports.
- Business arithmetic and basic statistical techniques.
- City and mandated safety rules, regulations, and protocols.
- Applicable federal, state, and local laws, codes, and regulations as well as industry standards and best practices pertinent to the assigned area of responsibility.
- Principles and procedures of record keeping and preparation of correspondence and reports.
- Techniques for de-escalation and providing a high level of customer service by effectively assisting with the public, vendors, and City staff.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Lead the administration and coordination of comprehensive human resources programs.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Conduct complex research projects on a wide variety of human resources topics, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Analyze, interpret, summarize, and present administrative and technical information and data in an effective manner.
- Respond to and investigate inquiries and concerns and prepare an appropriate response; effectively

resolve conflict within assigned area of responsibility; negotiate and resolve complex issues.

- Maintain confidentiality of sensitive personal information of applicants, employees, former employees, and other matters affecting employee relations.
- Make accurate mathematical and statistical computations.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Oversee the establishment and maintenance of a variety of filing, record keeping, and tracking systems.
- Prepare clear and concise reports, correspondence, documentation, and other written materials.
- Use tact, initiative, prudence, and independent judgment within general policy and procedural guidelines.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Communicate effectively both orally and in writing using the English language. Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 10 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with challenging individuals while interpreting and enforcing policies and procedures.

WORKING CONDITIONS

City employees are expected to work overtime, weekends, evenings, and holidays as required to accommodate the City's needs and attend events/meetings, in addition to responding as a Disaster Services Emergency Worker.

FLSA: Exempt

HUMAN RESOURCES MANAGER

DEFINITION

Under general direction, plans, organizes, and provides direction and oversight for human resources functions including classification and compensation, recruitment, selection, employee benefits, wellness and engagement, workers' compensation and safety, sensitive personnel matters such as investigations and discipline, labor and employee relations, equal employment opportunity, compliance, learning and organizational development, and the City's risk management; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the City Manager, the Assistant City Manager, and/or assigned management personnel. Exercises direct supervision over technical and clerical staff.

CLASS CHARACTERISTICS

This position oversees, directs, and participates in all human resources programs and functions, including the day-to-day operations and both short and long-range planning and budgeting. Responsibilities include coordinating human resources activities with other City departments, divisions, and other agencies, as well as managing the complex and varied functions. The position is accountable for accomplishing program planning and operational goals and objectives for human resources, and furthering City goals and objectives within general policy guidelines. The position provides highly responsible and complex human resources expertise and support to City management.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, directs, and administers all human resources programs and functions including advising executive and management staff regarding sound human resources practices and techniques to effectively plan for and manage the City's workforce.
- Develops and implements human resources' goals, objectives, policies, and programs in accordance with City policies, goals, and objectives.
- Supervises staff performing human resources functions; schedules activities and sets work priorities; provides staff development and evaluates work performance.
- Directs and administers employee relations activities including contract interpretation, grievance process administration, and progressive discipline; facilitates negotiation of new and revised policies and procedures; and maintains ongoing communication with employee unions and associations.
- Consults with the City Manager, Assistant City Manager, department and division heads, employee representatives, and others on matters related to policy interpretation, discipline, grievances, and other personnel practices and matters.

- Oversees the City's risk management function including workers' compensation, general liability, and safety; maintains the City's Injury and Illness Prevention Program (IIPP) and ensures compliance with local, state, and federal requirements.
- Provides strategic assistance in labor negotiations and provides ongoing labor and employee relations support as needed.
- Develops, directs, and administers the City's classification and compensation systems including recommending the adoption or elimination of classifications, recommending salaries, conducting compensation and benefit surveys, and participating in the development of related strategies for labor negotiations.
- Administers and directs the City's EEO programs and oversees and/or conduct investigations of alleged harassment, discriminatory, or inappropriate conduct; represents the City to regulatory agencies to address formal concerns and prepares appropriate documentation.
- Develops and administers City-wide development and training programs and employee wellness programs.
- Directs and administers a comprehensive employee benefits program; administers contracts and plan documents; and monitors the work of third-party administrators.
- Oversees and participates in the development and administration of the human resources' annual budget; participates in the forecast of funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.
- Serves as the liaison for human resources with other divisions, departments, and outside agencies; negotiates and resolves sensitive and controversial issues.
- May serves on a designated board, commission, or committee;
- Prepares for and makes various informational presentations to various individuals, groups, and the City Council, as necessary.
- Attends human resources conferences and seminars to remain current with professional and legal issues and continually monitors the City's compliance with federal, state, and local laws, rules, and regulations.
- Investigates, responds to, and resolves difficult and sensitive inquiries and concerns.
- Performs related duties as required.

QUALIFICATIONS

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:
- Equivalent to a bachelor's degree from an accredited college or university with major coursework in business administration, public administration, human resources, or a related field. A master's degree is desirable.

Experience:
- Five (5) years of progressively responsible human resources experience, including two (2) years of administrative, supervisory, or lead responsibility.

Licenses and Certifications:

- Individuals who are appointment to this position will be required to maintain a current and valid California Driver's License and satisfactory driving record throughout employment OR demonstrate the ability to travel to various locations in a timely manner as required in the performance of duties. *A current and valid out-of-state license may be used upon hire and a valid California Driver's License must be obtained within six (6) months of appointment.

Knowledge of:

- Principles and practices of human resources management in a public agency, including methods and techniques for recruitment, selection, equal employment opportunity, compliance, classification, compensation, benefit analysis and administration, conducting investigations, employee and labor relations, employee and organizational development, workers' compensation and safety.
- Organizational and management practices for analyzing and evaluating programs, policies, and operational needs related to human resources.
- Extensive knowledge of governmental functions and paths of coordination.
- Practices and techniques for evaluating and managing outcomes, including the maintenance and analysis of human resources metrics.
- Principles and practices of planning, managing, and administering multiple and complex projects and/or programs.
- Principles and practices of municipal budget preparation and administration.
- Principles and practices of leadership.
- Principles and practices of effective supervision, including employee development and performance management;
- Applicable federal, state, and local laws, codes, and regulations as well as industry standards and best practices pertinent to the assigned area of responsibility.
- City and mandated safety rules, regulations, and protocols.
- Principles and procedures of record keeping, technical report writing, and preparation of correspondence.
- Techniques for de-escalation and providing a high level of customer service by effectively assisting with the public, vendors, and City staff.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Plan, organize, administer, coordinate, review, and evaluate all areas of a comprehensive human resources program including formulating and administering best practices and sound human resources policies, procedures, and programs for all levels of City management and employees.
- Oversee, direct, and coordinate the work of assigned staff.
- Develop and implement goals, objectives, policies, procedures, work standards and controls for human resources.
- Provide staff support on complex, confidential, sensitive, or difficult human resources issues requiring a high level of independent judgment, strong analytical skills, strong interpersonal skills, and creativity.
- Prepare and administer large program budgets.

- Prepare clear and concise reports, correspondence, procedures, instructions and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Research, analyze and evaluate innovative service delivery methods and techniques.
- Understand, interpret, apply, and ensure compliance with all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Use tact, initiative, prudence, and independent judgment within general policy and procedural guidelines.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Communicate effectively both orally and in writing using the English language.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 10 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with challenging individuals while interpreting and enforcing policies and procedures.

WORKING CONDITIONS

City employees are expected to work overtime, weekends, evenings, and holidays as required to accommodate the City's needs and attend events/meetings, in addition to responding as a Disaster Services Emergency Worker.

AGENDA BILL

Agenda Item No. 7.E.

Date: December 3, 2024
To: El Cerrito City Council
From: Will Provost, Assistant to the City Manager, City Management
Subject: Resolutions Implementing Measure G Transactions and Use Tax

ACTION PROPOSED

1) Adopt a resolution authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration for implementation of a local transactions and use tax; and 2) Adopt a resolution authorizing examination of sales or transactions and use taxes records.

BACKGROUND

With the passage of Measure G in the General Election held on November 5, 2024, Ordinance 2024-02 was approved amending the El Cerrito Municipal Code to reauthorize the existing transactions and use tax approved by El Cerrito voters in 2014. This ordinance extends the existing 1.0% transactions and use tax, which was set to expire on March 31, 2027, authorizing the tax until ended by voters. In order for the California Department of Tax and Fee Administration (CDTFA) to administer and collect the tax moving forward, it is necessary for the City to complete several administrative steps, including entering into new agreements with the CDTFA and authorizing specified parties to review the related tax records.

ANALYSIS

The California Department of Tax and Fee Administration requires the City to enter into two new agreements to implement the extension of the City's 1% transactions and use tax. The “Preparatory Agreement” required by the CDTFA (Attachment 3) sets forth the scope of work required to prepare to administer and operate the reauthorized transactions and use tax, while the “Administrative Agreement” (Attachment 4) outlines CDTFA's terms for the ongoing administration of the transactions and use tax.

The Preparatory Agreement outlines the preparatory work to be undertaken by the CDTFA, including developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the CDTFA staff and for taxpayers, and other necessary steps to administer the transactions and use tax ordinance. CDTFA will bill the City for the cost of preparing to collect and administer the tax, and City Staff currently estimate these costs to be approximately $10,000.

The Administration Agreement discusses the procedures for ongoing collection and distribution of the revenue generated by the transactions and use tax. Under the agreement, the City will continue to pay CDTFA's costs of administering the tax, in an amount that is determined by law. These costs will be deducted from the taxes collected

by CDTFA prior to remitting the tax revenue to the City.

Additionally, alongside implementation of the reauthorized transactions and use tax, CDTFA requires the City to adopt a resolution designating positions and consultants who are authorized to receive and review the confidential tax information. The proposed resolution designates the position of City Manager, any personnel the City Manager designates, and the City's consultant, Hinderliter, de Llamas & Associates to examine such records, consistent with past practice.

Completing these steps will support the CDTFA in implementing Measure G, effective April 1, 2025, extending and replacing the City's existing 1% transactions and use tax approved by voters in 2014 as Measure R.

STRATEGIC PLAN CONSIDERATIONS
This action supports the City's Strategic Plan Goal(s) of:

- *High Performing Organization; and*
- *Community Safety; and*
- *Livability and Belonging; and*
- *Infrastructure and Amenities; and*
- *Environmental Sustainability.*

ENVIRONMENTAL CONSIDERATIONS
This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS
El Cerrito's Transactions and Use Tax is anticipated to generate more than $4 million annually for the City's General Fund. The CDTFA will charge the City its actual costs for preparing to administer Measure G. While the agreement allows for CDFTA to invoice the City for costs up to $175,000, the City estimates the costs for Measure G implementation to be approximately $10,000. The cost to implement Measure R in 2015 was approximately $8,000, and notably, Measure G will likely be simpler to implement since it includes no change in the tax rate. Funding for the anticipated expenses is included in the Adopted Fiscal Year 2024-25 Budget. If the amount invoiced by CDTFA is substantially higher than current estimates, City staff will return to City Council to request additional budget appropriation.

The CDTFA will also charge an ongoing administration fee deducted from the gross tax revenue, dispersing the net tax revenue to the City after administrative fees are deducted, consistent with past practice and State law.

LEGAL CONSIDERATIONS
The City Attorney has reviewed this action and all legal considerations have been addressed.

Reviewed by:

Alexandra Orologas, Assistant City Manager

Attachments:

1. Resolution to Execute Agreements
2. Resolution For Examination of Confidential Records
3. Exhibit A Preparatory Agreement
4. Exhibit B Administrative Agreement

RESOLUTION 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX

WHEREAS, on September 17, 2024, the City Council approved Ordinance No. 2024-02 amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires that the City enter into a “Preparatory Agreement” and an “Administration Agreement” prior to implementation of said taxes, and

WHEREAS, the Department requires that the City Council authorize the agreements.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of El Cerrito that the “Preparatory Agreement” attached hereto as Exhibit A and the “Administrative Agreement” attached hereto as Exhibit B are hereby approved and the City Manager is hereby authorized to execute each agreement.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon passage and adoption.

I CERTIFY that at a regular meeting on December 3, 2024, the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on_____.

_____
Holly M. Charléty, City Clerk

APPROVED:

_____
Tessa Rudnick, Mayor

RESOLUTION 2024-XX

A RESOLUTION OF THE CITY OF EL CERRITO AUTHORIZING EXAMINATION OF SALES OR TRANSACTIONS AND USE TAXES RECORDS

WHEREAS, pursuant to Ordinance Number 60, as amended by Ordinances 146 N.S, 323 N.S., 83-15, and 88-5, Ordinance 2008-03, and Ordinance 2010-10 as amended by Ordinance 2014-08 and 2024-02 of the City of El Cerrito (City), and Revenue and Taxation Code section 7270, the City entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of local sales, transactions and use taxes; and

WHEREAS, the City Council of the City deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito as follows:

Section 1. That the City Manager or other officers or employees of the City designated in writing by the City Manager to the California Department of Tax and Fee Administration is hereby appointed to represent the City with authority to examine sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the City by the Department pursuant to the contract between the City and the Department.

Section 2. The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales or transactions and use taxes by the Department pursuant to that contract, and for purposes related to the following governmental functions of the City:

(a) City Administration
(b) Revenue Management and Budgeting
(c) Community and Economic Development
(d) Business License Tax Administration

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

Section 3. That Hinderliter, de Llamas and Associates is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and Hinderliter, de Llamas and Associates:

a) has an existing contract with the City to examine those sales or transactions and use tax records;

b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.

c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;

d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

Section 4. That this resolution supersedes all prior resolutions adopted by the City Council of the City pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of City sales or transactions and use taxes by the Department pursuant to the contract between the City and the Department and for those purposes relating to the governmental functions of the City listed in section 2 of this resolution.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon passage and adoption.

I CERTIFY that at a regular meeting on December 3, 2024, the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on_____.

_____
Holly M. Charléty, City Clerk

APPROVED:

_____
Tessa Rudnick, Mayor

AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE CITY'S TRANSACTIONS AND USE TAX ORDINANCE

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of El Cerrito, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars ($175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail or through email at jservices@cdtfa.ca.gov. If and when communications and notices may include confidential information, communications and notices must be sent through encrypted email at jservices@cdtfa.ca.gov or by mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

City of El Cerrito
Attention: City Manager
10890 San Pablo Ave.
El Cerrito, CA 94530

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF EL CERRITO

By _____
(Signature)

Karen Pinkos
(Typed Name)

City Manager
(Title)

Date: _____

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

By _____
Administrator
Local Revenue Branch

Date: _____

AGREEMENT FOR STATE ADMINISTRATION OF CITY TRANSACTIONS AND USE TAXES

The City Council of the City of El Cerrito has adopted, and the voters of the City of El Cerrito (hereafter called "City" or "District") have approved by the required majority vote, the City of El Cerrito Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the "Department") and the City do agree as follows:

ARTICLE I

DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7293, 7294, and 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 2024-02, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

ARTICLE II

ADMINISTRATION AND COLLECTION OF CITY TAXES

A. **Administration.** The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

G. Records of the Department.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion

of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV

COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

ARTICLE V

MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate or through email at jservices@cdtfa.ca.gov. If and when communications and notices may include confidential information, communications and notices must be sent through encrypted email at jservices@cdtfa.ca.gov or by mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

City of El Cerrito
Attention: City Manager
10890 San Pablo Ave.
El Cerrito, CA 94530

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on April 1, 2025. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI

ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing

the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF EL CERRITO

By _____
(Signature)

Karen Pinkos
(Typed Name)

City Manager
(Title)

_____
(Date)

CALIFORNIA STATE DEPARTMENT OF TAX AND FEE ADMINISTRATION

By _____
Administrator
Local Revenue Branch

Date: _____

AGENDA BILL

Agenda Item No. 7.F.

Date: December 3, 2024
To: El Cerrito City Council
From: Jennifer Bright, Management Assistant; Melanie Mintz, Community Development Director, Community Development Department
Subject: Adopt a Resolution Approving an Amendment to an Existing Contract Between the City and TRB + Associates

ACTION PROPOSED

Adopt a resolution authorizing the City Manager to execute an amendment to the 2023 professional services agreement with TRB + Associates, increasing contract authority from $250,000 to an amount not to exceed $500,000 per fiscal year.

BACKGROUND

The Building Division in the Community Development Department utilizes professional services on an as-needed basis to provide plan check, permit technician, inspection and building official services. The on-call contracts, for these services were originally established in 2017 (Resolution 2017-24), were created to address the specialized new construction plan check and inspection needs that resulted from the adoption of the San Pablo Avenue Specific Plan. These contracts were also established to efficiently support the intermittent need for temporary services to maintain service levels due to vacancies, illnesses and other factors. Due to challenges in the building services industry, a tight labor market, and the fluctuating demand for specialized services, the Department has depended on consultants to maintain service levels in the Building Division.

The original on-call contracts (Resolution 2017-24) authorized the City Manager to execute professional services agreements with ten consulting firms to provide building services for an amount not to exceed $250,000 per year. Between 2017 and 2024, amendments were authorized to increase the annual allowance for some of the selected firms to provide additional services related to temporary workloads. Since the Building Division operates largely on a cost-recovery basis, the need for and expenses associated with professional service contracts are driven by the level of activity, revenues and service needs.

In 2023, the Community Development Department renewed the 2017 list of on-call services by releasing a Request for Qualifications (RFQ) for Building, Planning, Fire (Plan Review and Inspection), and Engineering Consulting Services. Nine firms were awarded contracts with a total not to exceed amount of $2,000,000 (Resolution 2023-67) per fiscal year. The RFQ also stated that should the City need additional firms during the term of the established contracts, additional Statements of Qualifications may be sought. The Building Division is currently utilizing contracted firms to deliver services, including plan check for large projects, and assisting with inspections of larger projects

as needed. Many cities choose to enter into on-call agreements with multiple firms in order to ensure access to specialty services and to prevent any one firm's workload from limiting a city's ability to meet their service delivery goals. In addition, a city may request proposals from multiple firms for certain projects. All task orders implemented through the contracts are contingent upon available budget within the division or department requiring the service.

ANALYSIS

Community Development continues to experience vacancies in key positions due to several factors, including a shortage of qualified staff in the building services industry and the City's challenge in competing regionally for building services talent due to high market demand and salary expectations. Despite efforts to fill the Building Official position through an outside recruiter, the search was unsuccessful. Given the fluctuating nature of the building services market, it is common for consulting firms to experience personnel shifts, with employees on occasion moving to other jurisdictions or firms. In the recent past, the City mainly procured services from 4Leaf, Inc., which led to the need to amend and increase the standard contract amount of $250,000 for that firm. Currently, services are more distributed among several firms, necessitating the requested amendment to the TRB + Associates professional services agreement. No new funds are being requested as the proposed contract amendment is covered by permit revenues and vacancies.

STRATEGIC PLAN CONSIDERATIONS

This action supports the City's Strategic Plan Goal(s) of:

- *High Performing Organization; and*
- *Community Safety.*

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

There are no funds being requested as part of this action. Expenses have been budgeted in the Departments' operating budget both in salaries and wages and professional services.

LEGAL CONSIDERATIONS

The City Attorney has reviewed this action and all legal considerations have been addressed.

Reviewed by:

Alexandra Orologas, Assistant City Manager

Attachments:

1. Resolution

RESOLUTION 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND TRB + ASSOCIATES TO INCREASE THE CONTRACT AUTHORITY TO AN AMOUNT NOT TO EXCEED $500,000 PER FISCAL YEAR

WHEREAS, the City requires services of consultant firms to perform on-call building and technical services; and

WHEREAS, it is common for cities to enter into one or more agreements for these services on an as-needed basis; and

WHEREAS, Government Code Section 4526 allows State and local agencies to select professional services firms such as TRB + Associates on the basis of demonstrated competency and professional qualifications, and selection on that basis is consistent with the City's procurement policy; and

WHEREAS, the City issued a Request for Qualifications (RFQ) on July 14, 2023 for on-call building, planning, fire (plan review and inspection), and engineering consultant services; and

WHEREAS, Resolution 2023-67 authorized the City Manager to execute professional services agreements with multiple consultant firms to provide on-call building services; and

WHEREAS, the need for consulting services to provide plan check, inspection, solar permitting and other services has continued; and

WHEREAS, staff selects from among the approved on-call firms based on availability and qualifications at the time needed; and

WHEREAS, the initial contract amount of $250,000 with TRB + Associates is insufficient to cover the services provided by the firm, including Building Official and Permit Technician services, as well as a portion of larger plan check services; and

WHEREAS, the services provided through the on-call building services agreements are largely covered by development-related fees and also by salary savings from vacant positions; and

WHEREAS, if the cost of a series of tasks with any on-call firm exceeds the contracted amount in one year, staff will bring a contract amendment before the City Council for approval.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that the City Manager is hereby authorized to execute an amendment to the 2023 professional services agreement with TRB + Associates to increase the contract authority from $250,000 to $500,000 per fiscal year.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon passage and adoption.

I CERTIFY that at a regular meeting on December 3, 2024 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on_____.

_____
Holly M. Charléty, City Clerk

APPROVED:

_____
Tessa Rudnick, Mayor

AGENDA BILL

Agenda Item No. 8.A.

Date: December 3, 2024
To: El Cerrito City Council
From: Amelia Timbers, Operations and Environmental Services Division Manager; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Subject: Proposed East Bay Sanitary Garbage & Organic Waste Collection and Post-Collection Rates and Integrated Waste Management Fees – Effective January 1, 2025

ACTION PROPOSED

Conduct a public hearing and upon conclusion adopt resolutions 1) establishing maximum allowable East Bay Sanitary (EBS) garbage and organic waste collection and post-collection rates, effective January 1, 2025 and 2) setting Integrated Waste Management (IWM) Fees, effective January 1, 2025.

BACKGROUND

Each year the City Council approves the maximum allowable rates and fees charged to ratepayers in the City of El Cerrito for solid waste collection and post-collection (meaning transfer, transport, processing, and disposal). These rates and fees consist of three components, as follows:

- A per-service rate for the collection of garbage and organic waste by the City's waste hauler, East Bay Sanitary Company (EBS);
- A per ton rate by Republic Services (called the "Blended Per Ton Rate") for post-collection of solid waste, organic waste, household hazardous waste (HHW), and other waste types through the services and facilities of the Golden Bear Transfer Station, Keller Canyon Landfill, West Contra Costa Sanitary Landfill, and West County Resource Recovery, as well as funding of El Cerrito's participation in the West Contra Costa Integrated Waste Management Authority (WCCIWMA); and
- An Integrated Waste Management (IWM) Fee that funds the City-operated curbside recycling collection for El Cerrito residents and businesses, the daily operations and waste reduction and recycling services of the El Cerrito Recycling + Environmental Resource Center (RERC), and other solid waste collection, source reduction and integrated waste management services, managed by the Operations and Environmental Services Division (OESD).

The EBS rates are based on the annual revenue required to run the operations that provide these services, as defined in the 2022 Solid Waste Collection Services Agreement between the City and EBS (Agreement), while IWM Fees are based on the City's biennial budget and fund forecast for the IWM Fund. Residential and commercial customers pay these rates on either a per cart (based on the size of their garbage

container) or per bin (based on the cubic yards of a weekly service) basis. Commercial customers (those using debris boxes or customer-owned compactors) pay on a per service plus per ton basis.

ANALYSIS

The three components of the rates-- (1) EBS Collection Rates, (2) EBS Post-Collection Rates (charged by Republic Services as the Blended Per Ton Rate) and (3) City IWM Fees-- are discussed below. This includes the following items:

- EBS rate component discussion
- IWM fee discussion
- Proposed EBS rates and IWM fees for 2025
- Zero Emission Vehicle funding strategy
- Revenue requirement and rate change summary

East Bay Sanitary Rate Components

East Bay Sanitary Garbage and Organic Waste Collection Rates

EBS sets and charges the rates for garbage and organic waste collection (EBS Collection Rates) based upon rates authorized by the terms of the Agreement. The Agreement allows for an annual adjustment to EBS's compensation via a Refuse Rate Index (RRI). The RRI is based upon a prescribed formula in which inflation indices for seven operational cost categories (e.g., fuel and labor) are weighted and calculated to provide an annual percentage adjustment to the revenue requirement. The City Council reviews EBS's proposed annual rate adjustments for consistency with the RRI.

EBS has calculated and proposed a 2025 RRI revenue adjustment of 6.34% over their 2024 revenue requirement. City staff, with the assistance of R3 Consulting Group (R3), a consulting firm that specializes in solid waste management, reviewed the RRI adjustment figures and the proposed 2025 collection revenue requirement and found them to be accurate, consistent, and reasonable.

Finally, as part of the EBS Collection Rates, there will be an adjustment to ancillary service charges contained in Exhibit 3 of the Agreement, which are allowed to be adjusted by the Consumer Price Index (CPI), annually. This year, the CPI adjustment is 2.91%.

East Bay Sanitary Post-Collection Rates

The City Council also determines that proposed Post-Collection Rates are consistent with the maximum allowable Post-Collection Rates (Resolution 2013-64) necessary to cover expenses for processing and disposal of waste. Effective January 1, 2014, the City Council approved a Post-Collection Agreement (PCA) between the City and Republic Services for processing and disposal services (Resolution 2013-54) through the services and facilities of the Golden Bear Transfer Station, Keller Canyon Landfill, West Contra Costa Sanitary Landfill, and West County Resource Recovery. This rate is

charged by Republic Services to EBS and incorporated into rates paid by El Cerrito residents and businesses.

Per the methodology set forth in the terms of the PCA, Republic Services has calculated and proposed a 2025 Blended Rate of $134.70 per ton of garbage, organic waste, household hazardous waste (HHW) regional and El Cerrito satellite facilities, construction and demolition debris and commercial dry waste delivered by EBS to Republic's facilities. This per-ton rate also includes funding of El Cerrito's participation in the WCCIWMA, known as RecycleMore, the regional agency which oversees the HHW budget and post-collection revenue requirement in West County, and includes funding of State law compliance activities undertaken by RecycleMore on behalf of its member agencies. With the assistance of R3 and RecycleMore, City staff reviewed the proposed 2025 Blended Rates per ton described above and found them accurate, consistent, and reasonable.

Integrated Waste Management Fees

In 1990, the City of El Cerrito established IWM Fees to cover integrated waste management services provided by the City. Covered services include curbside collection of recyclable materials, operations of the RERC, and other waste collection, reduction, recycling and related environmental programs operated by the City (such as illegal dumping abatement, technical assistance for businesses that must comply with state mandated recycling and composting laws, and collection of materials banned from landfills including electronics, batteries, and medical sharps). The budget for the IWM Fund is approved as part of the City's budget setting process for each fiscal year, while the IWM Fees are usually approved as part of the solid waste rates on a calendar year basis. The proposed fee adjustment is consistent with that indicated in the FY 2024-25 & FY 2025-26 Biennial Budget adopted by the City Council, as well as the 10-year fund forecast that includes the following expenditures in the 2025 calendar year:

- Since the 2024 calendar year, a multi-year funding strategy for zero emission vehicles as discussed below; and
- Potentially as early as Spring 2025, an additional full-time position to ensure City compliance with state legislation and provide for improved safety and operations of the City's recycling programs.

The Public Works Department is working with Finance Department to evaluate this fully funded IWM position for future consideration.

Zero Emission Vehicle Funding Strategy

Staff propose allowing an additional adjustment to EBS rates and adjusting IWM Fees to provide additional funding in 2025 for the costs of future zero emission vehicles (ZEV) for solid waste collection. Prior to 2024, EBS rates and IWM Fee did not incorporate such ZEV funding. The costs of operating ZEV are significantly greater than operating

internal combustion collection vehicles. The 2024 EBS rates and IWM Fees were authorized to generate approximately $167,500 each in funding, for a total of approximately $335,000 in new funding generated in 2024. This $335,000 figure is approximately a third of today's cost for one electric collection vehicle. Following this approach, the City and EBS should be able to purchase one (1) ZEV in 2028, once the three-year funding approach has been completed. However, for EBS, the timing of a ZEV purchase is also governed by the terms and conditions of the Agreement and may be subject to other considerations depending on EBS' financial performance and the availability of ZEV technology.

An achievable funding plan for ZEV implementation will be contingent on several factors, including: stable solid waste subscription levels (which may fluctuate especially if a recession were to occur); rate-setting calculations and adoption in 2026 that continue to include additional funding for all costs to be identified in the forthcoming ZEV transition plan; and barring unexpected, unforeseen significant expenses.

Revenue Requirement and Rate Change Summary

Residential solid waste services are priced based on the garbage container size, regardless of how much a customer's reduction in garbage is shifted to recycling and organic waste. Commercial customers also receive unlimited recycling service based on the garbage container size.

As shown in the table below, the revenue requirement for the entire suite of solid waste services will increase by $609,189 (compared to 2024) for a total 2025 rate revenue of $11,833,942. Overall, as shown in Attachment 3, residential solid waste rates and fees are proposed to increase by 3.81% to 4.47%, which is lower than current rates of inflation for garbage and trash nationally. Commercial solid waste rates and fees are proposed to increase by 3.75% to 4.73%, also below this inflation rate.

Table 1: 2025 Revenue Requirements

	2024*	2025	$ Change	% Change
EBS Collection Revenue	$5,547,496	$5,899,207	$351,711	3.13%
EBS Balancing Account	($207,690)	($364,292)	($156,602)	-1.40%
EBS Post-Collection Revenue	$1,529,533	$1,700,477	$170,944	1.52%

IWM Revenue	$4,020,880	$4,262,003	$241,123	2.15%
Additional Funding (Rate Stabilization/ZEV Transition)	$334,535	$336,547	$2,013	0.02%
Total Revenue Requirement	**$11,224,753**	**$11,833,942**	**$609,189**	**5.43%**

*Estimated Revenues in November 2024

If the maximum proposed adjustments are implemented, the combined fees will result in total monthly cost increases (over rates adopted January 1, 2024) for residential customers of $1.90 for 20-gallon customers (50% of residential subscriptions), $2.90 for 35-gallon customers (46% of residential subscriptions), and $5.79 for 64-gallon customers (4% of residential subscriptions). Bulk commercial collection rates will increase by $17.64 to $35.28 for once weekly collection for a one cubic yard and two cubic yard container, respectively. The proposed EBS Collection and Post-Collection Rates, IWM Fees, and total solid waste rates, are included in Attachments 1, 2 and 3.

STRATEGIC PLAN CONSIDERATIONS

This action supports the City's Strategic Plan Goal(s) of:

- *High Performing Organization* by maintaining an emphasis on providing excellent customer service and ensuring the IWM Fund has a fund balance for cash flow and contingency purposes; and
- *Environmental Sustainability* by implementing the City's Climate Action and Adaption Plan, including reducing the amount of waste generated in El Cerrito, transitioning to a ZEV fleet, and providing for implementation of SB 1383, which aims to directly reduce the emissions of short-lived climate pollutants and subsequently help mitigate the effects of climate change.

ENVIRONMENTAL CONSIDERATIONS

All jurisdictions in California are required by law to provide recycling and organics recycling services for their residents and businesses through mandates established in AB 989, AB 341, and AB 1826. Recent legislation, SB 1383, mandated higher recycling and composting compliance rates starting in 2023. Reliable and proper disposal, processing, and diversion of solid waste is necessary to protect the health and welfare of the community and the environment. The services being funded by the proposed 2025 EBS Collection Rates and Post-Collection Rates and IWM Fees not only ensure compliance with State law and reliable solid waste collection, they also enable El Cerrito

to reduce its environmental impact through robust solid waste diversion and HHW programs.

FINANCIAL CONSIDERATIONS

Authorization of the maximum 2025 EBS Rates and setting of IWM Fees, as proposed, supports funding the revenue requirements of the entities, including the City, that provide solid waste services for the City.

As described above, the Public Works Department is working with Finance Department to evaluate a full-time position funded by IWM for future consideration.

LEGAL CONSIDERATIONS

The City Attorney has reviewed the proposed actions and found that legal considerations have been addressed. The public hearing notice was published in the November 23 and 29, 2024 editions of the West County Times.

Reviewed by:

Alexandra Orologas, Assistant City Manager

Attachments:

1. 2025 EBS Rates Resolution
2. 2025 IWM Fees Resolution
3. 2025 Solid Waste Rate Schedule

RESOLUTION 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO ESTABLISHING MAXIMUM ALLOWABLE RATES FOR THE COLLECTION, PROCESSING AND DISPOSAL OF GARBAGE AND ORGANIC WASTE EFFECTIVE JANUARY 1, 2025

WHEREAS, the City of El Cerrito and East Bay Sanitary Company ("the Company") have entered into a Solid Waste Collection Services Agreement dated June 1, 2022 (the "Franchise Agreement"); and

WHEREAS, the Company has submitted a request for rate increases to be effective January 1, 2025, and such request was submitted pursuant to the methodology established in the Franchise Agreement; and

WHEREAS, the rate adjustments submitted to the City have been reviewed for accuracy, consistency with the adjustment methodology, and reasonableness.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that the maximum monthly rates, unless otherwise noted, that East Bay Sanitary Company may charge, effective January 1, 2025, are as follows:

Garbage Container Size	**Collection Rate ($)**	**Post-Collection Rate ($)**
Residential		
20 Gallon Cart	23.61	6.36
35 Gallon Cart	33.20	11.15
64 Gallon Cart	66.40	22.29
Additional 35 Gallon Organics	16.61	5.57
Additional 64 Gallon Organics	33.21	11.15
Commercial		
20 Gallon Cart	25.73	6.36
35 Gallon Cart	36.12	11.15
64 Gallon Cart	72.25	22.29
One Cubic Yard (Loose)	237.77	64.48
One Cubic Yard (Compacted)	411.23	128.92
Two Cubic Yards (Loose)	459.23	128.92
Two Cubic Yard (Compacted)	822.60	257.88
Additional 35 Gallon Organics	16.61	5.57
Additional 64 Gallon Organics	33.21	11.15
One Cubic Yard Organics	229.06	64.48
On-Call Compacted Rate (per yard)	94.90	29.75

Standard Service Charges	
Contaminated Container Charge	$26.87
Overage Charge	$26.87
Cart Cleaning	$26.87
Bin Cleaning	$53.73
Roll-off Cleaning	$107.46
Cart / Bin Replacement Charge	$69.85 / $1,074.59
Additional Large Item Collection Charge	Per Extra Service Rates Below
Extra Service Charges (Services and Charges per Service Recipient Request)	
Extra Solid Waste Collection Services	
Return for Service Charge (if Container not set out)	$26.87
Extra 15-gal bag of Garbage or Organic Waste	$6.82
Extra 20-gal bag of Garbage or Organic Waste	$9.08
Extra 30-gal bag of Garbage or Organic Waste	$13.59
Extra 64-gal bag of Garbage or Organic Waste	$28.96
Extra 1/2 CU YD (4 x 30-gal bags)	$45.67
Extra CU YD (8 x 30-gal bags)	$91.34
Extra Dump on 1 YD Container	$118.74
Extra Dump on 2 YD Container	$210.68
Additional Services	
Toilet (Seat & Water Tank)	$80.60
Sofa up to 7FT / Sofa Bed	$64.47 / $85.97
Stuffed Chair / Lazy Boy / Recliner	$64.47
Twin / Full – Mattress or Box Spring	$64.47
Queen / King – Mattress or Box Spring	$69.85
Baby Crib Mattress	$21.49
TV / Computer Monitor	$161 .19
Dishwasher / Washer / Dryer / Stove	$107.46
Water Heater	$85.97 /+$10.74 per gal
Refrigerator / Freezer / AC Unit	$134.33
Area Rug 5ft and up	$21.49 - $42.99
Office Chair	$21.49
Office Desk	$21.49 - $53.73
Patio Furniture (Tables/Chairs)	$53.73 - $96.71
Dining Table / Chairs	$53.73 - $96.71
L-Shape Sectional	$64.47 - $161.19
Bedframe (Head/Footrest + Railing)	$53.73 - $96.71
Bookshelves / End Tables / Nightstands	$42.99- $96.71
Exercise Equipment	$107.46 - $161.19
Kitchen Cabinets / Sink / Windows	$53.73 - $161.19
Lock and Key Set for Carts or Containers	$32.24
Locking System Installation on Containers	$161.19

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon passage and adoption.

I CERTIFY that at a regular meeting on December 3, 2024, the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on _____.

_____
Holly M. Charléty, City Clerk

APPROVED:

_____
Tessa Rudnick, Mayor

RESOLUTION 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO FIXING AND SETTING THE INTEGRATED WASTE MANAGEMENT FEES EFFECTIVE JANUARY 1, 2025

WHEREAS, the City of El Cerrito has established Integrated Waste Management Fees (IWM Fees) for Integrated Waste Management Services provided by the City including operation of the El Cerrito Recycling + Environmental Resource Center, curbside collection of recyclable materials, and other waste collection, reduction, recycling and related environmental programs; and

WHEREAS, the City Council of the City of El Cerrito sets and charges the IWM Fees, and the Fees are collected by East Bay Sanitary Company as part of the garbage bills and transferred in whole to the City of El Cerrito's Integrated Waste Management Fund; and

WHEREAS, the City has reviewed and considered financial information as a part of the regular budget process as well as more recent financial information to determine whether increases to IWM Fees are warranted and justified; and

WHEREAS, the City Council intends to adopt IWM Fees to be effective January 1, 2025, thus keeping the City's Integrated Waste Management Services as an on-going concern.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of El Cerrito that the fees for each IWM service, which are monthly rates unless otherwise noted, shall be as follows, effective January 1, 2025:

Garbage Container Size	**IWM Fee ($)**
Residential and Commercial	
20 Gallon Cart	21.82
35 Gallon Cart	23.86
64 Gallon Cart	46.77
One Cubic Yard (Loose & Compacted)	168.57
Two Cubic Yards (Loose & Compacted)	337.13
Additional 35 Gallon Organics	11.93
Additional 64 Gallon Organics	23.39
Additional One Cubic Yard Organics	38.91
On-Call Compacted Rate (per yard)	38.90
On-Call Roll-off (per load)	123.18

Service Charges (Per Service / Incident) ($)	
Contaminated Container Charge (per incident after warnings)	26.87
Cart Replacement / Bin Replacement	69.85 / 1,074.59
Return for Service	26.87
Extra Dump on Recycling Cart	28.96
Cart Cleaning	26.87
Bin Cleaning	53.73
Extra Dump on 1 YD Container	118.74
Extra Dump on 2 YD Container	210.68
Lock and Key Set for Carts or Containers	32.24
Locking System Installation on Containers	161.19

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon passage and adoption.

I CERTIFY that at a regular meeting on December 3, 2024, the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on _____.

_____
Holly M. Charléty, City Clerk

APPROVED:

_____
Tessa Rudnick, Mayor

The City of El Cerrito

2025 Solid Waste Collection, Processing and Disposal Rates

Effective January 1, 2025

Residential Rates | Single Family Homes and Multi-family Dwellings up to 4 units

Residential Solid Waste Services include weekly collection of recycling (grey), organics (green), garbage (blue); limited free on-call collection of larger quantities from your home; free access to the regional Household Hazardous Waste (HHW) Facility, and free access to most services at the El Cerrito Recycling + Environmental Resource Center. Additional recycling carts are available at no extra cost.

Weekly Collection of Recycling, Organics, and Garbage

Monthly Cost based on garbage container size

Container Size	Collection	Post-Collection	IWM Fee	January 2025 Total Monthly Cost	January 2024 Total Monthly Cost	$ Change in Monthly Cost
20 Gallon Cart	$ 23.61	$ 6.36	$ 21.82	$ 51.79	$ 49.89	$ 1.90
35 Gallon Cart	$ 33.20	$ 11.15	$ 23.86	$ 68.21	$ 65.31	$ 2.90
64 Gallon Cart	$ 66.40	$ 22.29	$ 46.77	$ 135.46	$ 129.67	$ 5.79

Weekly Collection of Additional Organics Containers
(one 64 gallon organics container serviced weekly included in above rates)

Monthly Cost based on size of ***each additional*** *organic waste container*

Container Size	Collection	Post-Collection	IWM Fee	January 2025 Total Monthly Cost	January 2024 Total Monthly Cost	$ Change in Monthly Cost
35 Gallon Cart	$ 16.61	$ 5.57	$ 11.93	$ 34.11	$ 32.66	$ 1.45
64 Gallon Cart	$ 33.21	$ 11.15	$ 23.39	$ 67.75	$ 64.86	$ 2.89

Integrated Waste Management (IWM) Fee: The IWM Fee funds unlimited curbside recycling collection for El Cerrito residents and businesses, the daily operations of the El Cerrito Recycling + Environmental Resource Center (RERC), and other waste collection, source reduction, and integrated waste management services. The IWM Fee is set and assessed on each trash container collected by East Bay Sanitary Company based on trash container size, and any extra organics container collected by East Bay Sanitary Company based on the size of the extra organic waste container.

The City of El Cerrito

2025 Solid Waste Collection, Processing and Disposal Rates
Effective January 1, 2025

Commercial Rates | Businesses and Multi-family Dwellings over 4 units

Commercial Solid Waste Services include collection of recycling (grey), one 64 gallon organic waste (green) container collected once weekly, and garbage (blue). Commercial Solid Waste Services also include access to the El Cerrito Recycling + Environmental Resource Center (in quantities equivalent to those of residential properties). Additional recycling carts are available at no extra cost.

Once Weekly Collection of Garbage Containers

Monthly rate based on garbage container size

Container Size	Collection	Post-Collection	IWM Fee	January 2025 Total Monthly Cost	January 2024 Total Monthly Cost	$ Change in Monthly Cost
20 Gallon Cart	$ 25.73	$ 6.36	$ 21.82	$ 53.91	$ 51.96	$ 1.95
35 Gallon Cart	$ 36.12	$ 11.15	$ 23.86	$ 71.13	$ 68.17	$ 2.96
64 Gallon Cart	$ 72.25	$ 22.29	$ 46.77	$ 141.31	$ 135.41	$ 5.90
One Cubic Yard (Loose)	$ 237.77	$ 64.48	$ 168.57	$ 470.82	$ 453.18	$ 17.64
One Cubic Yard (Compacted)	$ 411.23	$ 128.92	$ 168.57	$ 708.72	$ 676.77	$ 31.95
Two Cubic Yards (Loose)	$ 459.23	$ 128.92	$ 337.13	$ 925.28	$ 890.00	$ 35.28
Two Cubic Yards (Compacted)	$ 822.60	$ 257.88	$ 337.13	$ 1,417.61	$ 1,353.56	$ 64.05

Multiple Weekly Collections of Garbage Containers

Monthly rate based on garbage container size and number of pickups per week

	Pickups per week					
Container Size	1	2	3	4	5	6
20 Gallon Cart	$ 53.91	$ 107.82	$ 161.73	$ 215.64	$ 269.55	$ 323.46
35 Gallon Cart	$ 71.13	$ 142.26	$ 213.39	$ 284.52	$ 355.65	$ 426.78
64 Gallon Cart	$ 141.31	$ 282.62	$ 423.93	$ 565.24	$ 706.55	$ 847.86
One Cubic Yard (Loose)	$ 470.82	$ 909.52	$ 1,348.23	$ 1,786.94	$ 2,225.64	$ 2,664.35
One Cubic Yard (Compacted)	$ 708.72	$ 1,417.43	$ 2,126.15	$ 2,834.87	$ 3,543.58	$ 4,252.30
Two Cubic Yards (Loose)	$ 925.28	$ 1,802.57	$ 2,679.85	$ 3,557.13	$ 4,434.42	$ 5,311.70
Two Cubic Yards (Compacted)	$ 1,417.61	$ 2,835.21	$ 4,252.82	$ 5,670.43	$ 7,088.03	$ 8,505.64

Additional Weekly Collection of Universal Organic Waste Containers

*Monthly rate based on **each additional collection** of organic waste containers beyond those provided with base garbage rates*

	Pickups per week				
Container Size	1	2	3	4	5
64 Gallon Cart (first weekly collection included in garbage rate)	INCLUDED	$ 67.75	$ 135.50	$ 203.25	$ 271.00

Weekly Collection of Additional Organic Waste Containers

*Monthly rate for **each additional** organic waste container beyond the one provided with the base garbage rate, collected once weekly*

Container Size	Collection	Post-Collection	IWM Fee	January 2025 Total Monthly Cost	January 2024 Total Monthly Cost	$ Change in Monthly Cost
35 Gallon Cart	$ 16.61	$ 5.57	$ 11.93	$ 34.11	$ 32.66	$ 1.45
64 Gallon Cart	$ 33.21	$ 11.15	$ 23.39	$ 67.75	$ 64.86	$ 2.89
One Cubic Yard	$ 229.06	$ 64.48	$ 38.91	$ 332.45	$ 317.50	$ 14.95

Multiple Weekly Collections of Additional Organic Waste Containers

*Monthly rate based on size and collection frequency for **each additional** organic waste container*

	Pickups per week				
Container Size	1	2	3	4	5
35 Gallon Cart	$ 34.11	$ 68.22	$ 102.33	$ 136.44	$ 170.55
64 Gallon Cart	$ 67.75	$ 135.50	$ 203.25	$ 271.00	$ 338.75
One Cubic Yard	$ 332.45	$ 632.79	$ 933.13	$ 1,233.47	$ 1,533.81

On-Call Bulk Collection (Debris Boxes and Compactors)

Rates listed are per pickup, and are not inclusive of all charges for these services. Please call East Bay Sanitary for complete rates and fees at 510-237-4321.

Container Type	Collection	Post-Collection	IWM Fee	Total
Compacted Rates (per yard per week)	$ 94.90	$ 29.75	$ 38.90	$ 163.55
Roll-off (Debris Box)	Market Rate (per load)	Market Rate (per ton)	$ 123.18 (per load)	*Varies - Call East Bay Sanitary at 510-237-4321 for price quote.*

Integrated Waste Management (IWM) Fee: The IWM Fee funds unlimited curbside recycling collection for El Cerrito residents and businesses, the daily operations of the El Cerrito Recycling + Environmental Resource Center (RERC), and other waste collection, source reduction, and integrated waste management services. The IWM Fee is set and assessed on each trash container collected by East Bay Sanitary Company based on trash container size, and any extra organics container collected by East Bay Sanitary Company based on the size of the extra organic waste container.

The City of El Cerrito

2025 Solid Waste Collection, Processing and Disposal Rates
Effective January 1, 2025

EBS Exhibit 3
2025 Service Charges

Service Charge Type	2024 Charge Per Unit	CPI	2025 Charge Per Unit
Standard Service Charges			
Contaminated Container Charge (Per Article 3)	$26.11	2.91%	$26.87
Overage Charge (Per Article 3)	$26.11	2.91%	$26.87
Cart Cleaning (Per Article 3)	$26.11	2.91%	$26.87
Bin Cleaning (Per Article 3)	$52.21	2.91%	$53.73
Roll-off Cleaning (Per Article 3)	$104.42	2.91%	$107.46
Cart / Bin Replacement Charge (Per Articles 6 and 7)*	$67.87 / $1,044.20	2.91%	$69.85 / $1,074.59
Additional Large Item Collection Charge (Per Articles 6 and	Per Extra Service Rates Below		
Back-up Recycling Collection Services Charges (Per Article 10) and Emergency Service Charges (Per Article 16)			
– Collection Vehicle per day*	$375.91	2.91%	$386.85
– Driver per Hour / Overtime*	$158.72 / $181.69	2.91%	$163.34 / $186.98
– Driver per Day / Overtime*	$928.29 / $1,112.07	2.91%	$955.3 / $1,144.43
Extra Service Charges (Services and Charges per Service Recipient Request)			
Extra Solid Waste Collection Services			
Return for Service Charge (if Container not set out)	$26.11	2.91%	$26.87
Extra 15-gal bag of Garbage or Organic Waste	$6.63	2.91%	$6.82
Extra 20-gal bag of Garbage or Organic Waste	$8.82	2.91%	$9.08
Extra 30-gal bag of Garbage or Organic Waste	$13.21	2.91%	$13.59
Extra 64-gal bag of Garbage or Organic Waste	$28.14	2.91%	$28.96
Extra 1/2 CU YD (4 x 30-gal bags)	$44.38	2.91%	$45.67
Extra CU YD (8 x 30-gal bags)	$88.76	2.91%	$91.34
Extra Dump on 1 YD Container	$115.38	2.91%	$118.74
Extra Dump on 2 YD Container	$204.72	2.91%	$210.68
Additional Services			
Toilet (Seat & Water Tank)*	$78.32	2.91%	$80.60
Sofa up to 7FT / Sofa Bed*	$62.65 / $83.54	2.91%	$64.47 / $85.97
Stuffed Chair / Lazy Boy / Recliner*	$62.65	2.91%	$64.47
Twin / Full – Mattress or Box Spring*	$62.65	2.91%	$64.47
Queen / King – Mattress or Box Spring*	$67.87	2.91%	$69.85
Baby Crib Mattress*	$20.88	2.91%	$21.49
TV / Computer Monitor*	$156.63	2.91%	$161.19
Dishwasher / Washer / Dryer / Stove*	$104.42	2.91%	$107.46
Water Heater *	$83.54 /+$10.44 per gal	2.91%	$85.97 /+$10.74 per gal
Refrigerator / Freezer / AC Unit*	$130.53	2.91%	$134.33
Area Rug 5ft and up*	$20.88 - $41.77	2.91%	$21.49 - $42.99
Office Chair*	$20.88	2.91%	$21.49
Office Desk*	$20.88 - $52.21	2.91%	$21.49 - $53.73
Patio Furniture (Tables/Chairs)*	$52.21 - $93.98	2.91%	$53.73 - $96.71
Dining Table / Chairs*	$52.21 - $93.98	2.91%	$53.73 - $96.71
L-Shape Sectional*	$62.65 - $156.63	2.91%	$64.47 - $161.19
Bedframe (Head/Footrest + Railing)*	$52.21 - $93.98	2.91%	$53.73 - $96.71
Bookshelves / End Tables / Nightstands*	$41.77 - $93.98	2.91%	$42.99- $96.71
Exercise Equipment*	$104.42 - $156.63	2.91%	$107.46 - $161.19
Kitchen Cabinets / Sink / Windows*	$52.21 - $156.63	2.91%	$53.73 - $161.19
Lock and Key Set for Carts or Containers	$31.33	2.91%	$32.24
Locking System Installation on Containers	$156.63	2.91%	$161.19

The City of El Cerrito

2025 Solid Waste Collection, Processing and Disposal Rates

Effective January 1, 2025

Integrated Waste Management (IWM)
2025 Service Charges (Charged and Collected by EBS)

Service Charge Type	2025 Charge Per Unit
Standard Service Charges	
Contaminated Container Charge	$26.87
Overage Charge	$26.87
Cart Cleaning	$26.87
Bin Cleaning	$53.73
Cart / Bin Replacement Charge	$69.85 / $1,074.59
Extra Service Charges (Services and Charges per Service Recipient Request)	
Extra Solid Waste Collection Services	
Return for Service Charge (if Container not set out)	$26.87
Extra Dump on Recycling Cart	$28.96
Extra Dump on 1 YD Container	$118.74
Extra Dump on 2 YD Container	$210.68
Additional Services	
Lock and Key Set for Carts or Containers	$32.24
Locking System Installation on Containers	$161.19

AGENDA BILL

Agenda Item No. 9.A.

Date: December 3, 2024
To: El Cerrito City Council
From: Shannon Bassi, Senior Human Resource Analyst, City Management
Subject: Adopt a Resolution Approving an Agreement between the City of El Cerrito and the El Cerrito Police Employees' Association (PEA) to Modify Language on Salaries, Benefits, Conditions of Employment, and Creating a New Memorandum of Understanding

ACTION PROPOSED

Adopt a resolution approving an agreement between the City of El Cerrito and the El Cerrito Police Employees' Association (PEA) to modify language on salaries, benefits, conditions of employment, and creating a new Memorandum of Understanding.

BACKGROUND/ANALYSIS

The El Cerrito Police Employees' Association (PEA) is recognized as the majority bargaining unit for full-time and part-time represented Police Department employees. The PEA represents Police Officers, Corporals, Sergeants and Non-Sworn Police employees. On May 19, 2020, the City Council approved a two-year agreement with the PEA effective January 1, 2020 through December 31, 2022. During the City's financial challenges, the City met with PEA to discuss concessions and an extension to the agreement. On January 19, 2021, the City Council approved a four-year agreement with PEA through Resolution 2021-03 by modifying salaries and creating a Memorandum of Understanding (MOU) effective January 1, 2020 through June 30, 2024. Subsequently, on December 6, 2022, the City Council approved a side letter agreement with PEA through Resolution 2022-94, updating the agreement to include revised recruitment and retention language. City representatives have met in good faith with PEA representatives in numerous meetings to successfully negotiate a new MOU.

<u>The following is a summary of the tentative agreement with PEA:</u>

- The agreement will be effective from July 1, 2024, through June 30, 2026 (two-year term).
- Effective July 2024, the City will increase the wage range for all represented classifications by 4.25%.
- Effective July 2025, the City will establish Step 7 on the salary schedule for sworn personnel and advance all sworn Police employees currently on Step 6 to Step 7 through a phased approach based on anniversary date.
- Effective July 2025, the City will establish Step 6 on the salary schedule for non-sworn personnel and advance all non-sworn Police employees currently on Step 5 to Step 6 through a phased approach based on anniversary date.

- A total market adjustment of 6.2% will be applied to the Police Records Supervisor classification over the term of the two-year MOU in alignment with the Classification and Compensation Study results and recommendations.
- The Retiree Health Savings (RHS) Account contributions will increase for both the City's and the employee's portion. The City's contribution to RHS will increase by $75 per payroll effective January 2025, and again in January 2026 with an additional increase of $75 per payroll. The employee's contribution to RHS will increase by $37.50 per payroll effective January 2025, and again in January 2026 with an additional increase of $37.50 per payroll.
- The medical cash-in-lieu payment will be capped at $350 per month for eligible new employees hired after December 31, 2025 or current employees who leave the program and return at a later date.
- Miscellaneous revisions were applied to the following areas of the MOU: vacation time-off procedures, vacation cash-outs, vacation caps, floating holiday accrual, bereavement leave, specialty assignments, canine handler pay, longevity pay processing, compensatory time accrual, meal allowances, promotional eligibility and examinations, degree pay eligibility, and lastly uniform allowance.

The City would like to thank the Police Employees' Association for the patience they have shown while the City's Classification and Compensation Study was underway and the continued leadership from the PEA Representatives during the negotiation process. The City looks forward to continuing the strong collaborative relationship with PEA.

STRATEGIC PLAN CONSIDERATIONS

This action supports the City's Strategic Plan Goal(s) of:

- *High Performing Organization* by ensuring the City maintains a strong financial position and a high-performing organization where employees feel a sense of inclusion and belonging.

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

Staff is requesting additional appropriations authority for the General Fund for FY 2024-25 in the amount of $268,715.04. The increased cost for FY 2025-26 of $402,649.72 will be requested at formal adoption of the FY 2025-26 budget by the City Council in 2025. These costs estimates do not include the impacts of the changes to vacation time-off procedures, vacation cash-outs, vacation caps, compensatory time accrual, or meal allowances, all of which have anticipated cost increases but are highly variable depending on staff longevity and scheduling.

LEGAL CONSIDERATIONS
This section is not applicable to this agenda item.

Reviewed by:

Alexandra Orologas, Assistant City Manager

Attachments:
1. Resolution
2. Exhibit A to Resolution

RESOLUTION 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO APPROVING AN AMENDMENT TO THE EXISTING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE POLICE EMPLOYEES' ASSOCIATION TO MODIFY LANGUAGE ON SALARIES, BENEFITS, AND CONDITIONS OF EMPLOYMENT FROM JULY 1, 2024 THROUGH JUNE 30, 2026

WHEREAS, the Meyers-Milias-Brown Act allows employee units within the City to represent themselves on matters concerning salaries, benefits, hours, and working conditions; and

WHEREAS, the Employer-Employee Relations Ordinance of the City of El Cerrito provides the methods and procedures for meeting and conferring in good faith; and

WHEREAS, the Police Employees' Association is recognized as the majority bargaining unit for full-time and part-time represented Police employees (Sworn and Non-Sworn); and

WHEREAS, representatives of the City of El Cerrito and the Police Employees' Association, have met and conferred in good faith; and

WHEREAS, Resolution 2022-94 approved the current Memorandum of Understanding with the Police Employees' Association; and

WHEREAS, the City of El Cerrito and the Police Employees' Association representatives have agreed to modify the salaries, benefits, and working conditions through June 30, 2026; and

WHEREAS, funds totaling $402,650 will be requested for appropriation with the FY 2025-26 budget adoption in May or June 2025.

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby adopt the Tentative Agreement, attached hereto as Exhibit A, between the City of El Cerrito and the Police Employees' Association effective through June 30, 2026.

BE IT FURTHER RESOLVED that additional funds above the current FY 2024-25 budget totaling $268,715 are appropriated from unrestricted General Fund balance; and

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon passage and adoption.

I CERTIFY that at a regular meeting on December 3, 2024, the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on _____.

_____
Holly M. Charléty, City Clerk

APPROVED:

_____
Tessa Rudnick, Mayor

Docusign Envelope ID: 7143BA02-518C-4AE8-9DA1-1585BC570914

Tentative Agreement
Between

City of El Cerrito
And
El Cerrito Police Employee's Association

October 23, 2024

UP #12

3.1 DURATION OF THIS MEMORANDUM – The City is proposing a two (2) -year term.

UP #13

13.1 BASE MONTHLY SALARIES

Appendix XX is the salary schedule for all classification represented by the Association

A. Effective the first full pay period in July 2024~~after adoption~~, the base monthly salary ranges will be increased by 4.25% for all represented sworn and non-sworn classifications.

B. Effective the first full pay period in July 2025, establish a ~~s~~Step 7 (at 5.0% above the current step 6) for the Police Officer, Police Corporal, and Police Sergeant classifications.

a) Effective the first full pay period in July 2025, move all sworn employees who have served a minimum of 12 months at ~~since their last step increase~~ Step 6 to Step 7. ~~(Employees will be eligible to move to the next step on their next regularly scheduled anniversary date).~~

b) Effective the first full pay period in July 2025, all employees who have an anniversary date between January 1 and March 31 shall be moved to the next step of the salary range (Employees at Step1 will be moved to Step 2. Employees at Step 2 shall be moved to Step 3. Employees at Step 3 shall be moved to Step 4. Employees at Step 4 shall be moved to Step 5. Employees at Step 5 shall be moved to Step 6. Employees at Step 6 shall be moved to Step 7).

c) Effective the first full pay period in October 2025, all employees who have an anniversary date between April 1 and June 30, shall be moved to the next step of the salary range (Employees at Step1 will be moved to Step 2. Employees at Step 2 shall be moved to Step 3. Employees at Step 3 shall be moved to Step 4. Employees at Step 4 shall be moved to Step 5. Employees at Step 5 shall be moved to Step 6. Employees at Step 6 shall be moved to Step 7).

d) Effective the first full pay period in January 2026, all employees who have an anniversary date between July 1 and September 30, shall be moved to the next step of the salary range (Employees at Step1 will be moved to Step 2. Employees at Step 2 shall be moved to Step 3. Employees at Step 3 shall be moved to Step 4. Employees at Step 4 shall be moved to Step 5. Employees at

Docusign Envelope ID: 7143BA02-518C-4AE8-9DA1-1585BC570914

Step 5 shall be moved to Step 6. Employees at Step 6 shall be moved to Step 7).

a)e) Effective the first full pay period in April 2026, all employees who have an anniversary date between October 1 and December 31, shall be moved to the next step of the salary range (Employees at Step1 will be moved to Step 2. Employees at Step 2 shall be moved to Step 3. Employees at Step 3 shall be moved to Step 4. Employees at Step 4 shall be moved to Step 5. Employees at Step 5 shall be moved to Step 6. Employees at Step 6 shall be moved to Step 7).

C. Effective the first full pay period in July 2025, establish a sStep 6 (at 5.0% above the current step 5) for all non-sworn classifications in the bargaining unit.

b) Effective the first full pay period in July 2025, move all non-sworn employees who have served a minimum of 12 months at Step 5 to Step 6. (Employees will be eligible to move to the next step on their next regularly scheduled anniversary date).

a) Effective the first full pay period in July 2025, all employees who have an anniversary date between January 1 and March 31 shall be moved to the next step of the salary range (Employees at Step1 will be moved to Step 2. Employees at Step 2 shall be moved to Step 3. Employees at Step 3 shall be moved to Step 4. Employees at Step 4 shall be moved to Step 5. Employees at Step 5 shall be moved to Step 6).

b) Effective the first full pay period in October 2025, all employees who have an anniversary date between April 1 and June 30, shall be moved to the next step of the salary range (Employees at Step1 will be moved to Step 2. Employees at Step 2 shall be moved to Step 3. Employees at Step 3 shall be moved to Step 4. Employees at Step 4 shall be moved to Step 5. Employees at Step 5 shall be moved to Step 6).

c) Effective the first full pay period in January 2026, all employees who have an anniversary date between July 1 and September 30, shall be moved to the next step of the salary range (Employees at Step1 will be moved to Step 2. Employees at Step 2 shall be moved to Step 3. Employees at Step 3 shall be moved to Step 4. Employees at Step 4 shall be moved to Step 5. Employees at Step 5 shall be moved to Step 6).

d) Effective the first full pay period in April 2026, all employees who have an anniversary date between October 1 and December 31, shall be moved to the next step of the salary range (Employees at Step1 will be moved to Step 2. Employees at Step 2 shall be moved to Step 3. Employees at Step 3 shall be moved to Step 4. Employees at Step 4 shall be moved to Step 5. Employees at Step 5 shall be moved to Step 6).

B.D. Effective the first full pay period in after adoptionJuly 1, 2024, the base monthly salary range for the Police Records Supervisor will be increased by 3.2%.

C.E. Effective the first day of the first full pay period in July 2025, the base monthly salary range for the Police Records Supervisor will be increased by 3.0%.

Docusign Envelope ID: 7143BA02-518C-4AE8-9DA1-1585BC570914

CP #1 TA

7.1 FLEXIBLE BENEFITS PLAN

The City has a Flexible Benefits Plan which is consistent with Section 125 of the Internal Revenue Code. The plan is known as "Citiflex." For the duration of this agreement, the plan provides the following:

A. With the exception of those employees who choose the "no medical plan" option, the City will contribute an amount equivalent to the lowest medical plan ~~(Kaiser)~~ rate according to dependent status regardless of which medical plan is chosen. "According to dependent status" means that if an employee is single the employee shall receive the equivalent to the lowest medical plan ~~(Kaiser)~~ single premium in employee's flexible spending account. If an employee and a dependent are enrolled in a City medical plan, the employee shall receive the equivalent to the lowest medical plan ~~(Kaiser)~~ two-party premium in employee's flexible spending account. If an employee and more than one dependent are enrolled in a City medical plan, the employee shall receive the equivalent to the lowest medical plan ~~(Kaiser)~~ family premium in employee's flexible spending account.

B. Employees may select one of the following medical plans within their individual Flexible Benefits Plan:
   - ☐ HMO Kaiser
   - ☐ HMO
   - ~~☐ PPO~~

C. In the event that the employee selects a medical plan which exceeds the City's premium contribution, the employee is responsible to pay the difference through payroll deduction.

D. In the event that an employee has alternate comprehensive group medical coverage through a spouse's (or legally registered domestic partner's) medical plan, or some other group medical plan, the employee may select a "no medical plan" option. (Proof of alternate coverage is required~~.~~) In this event, the City shall contribute the equivalent to the lowest medical plan ~~(Kaiser)~~ single coverage premium to their Flexible Benefit Plan and the employee may receive this amount in cash, in which case the amount is treated as taxable income, or the employee may reallocate it toward the purchase of other benefits in the Plan, or a combination of both.

Effective January 1, 2025, the City shall contribute seven hundred and ninety-three dollars and eighteen cents ($793.18) per month to the employee's flexible benefit account, which may be received in cash, in which case the amount is treated as taxable income, or~~as per the Citiflex handout,~~ the employee may reallocate it toward the purchase of other benefits in the Plan, or a combination of both.

The "cash In-lieu benefit amount shall be $350 per month for: a) Employees hired after December 31, 2025; or b) existing employees who discontinue the City's medical coverage and opt for "cash in lieu" of medical coverage at a later date as long as they meet the requirements as described above.

Docusign Envelope ID: 7143BA02-518C-4AE8-9DA1-1585BC570914

PEA #3

7.1 FLEXIBLE BENEFITS PLAN

H. ~~During the term of the contract, the City may establish a City-wide task force for the purpose of exploring alternate health plans, including PERS Health, for both active and retired employees. The City or the Association agrees to reopen negotiations for the sole purpose of implementing alternative medical coverage.~~

PEA #1

7.4.1 RETIREMENT PLAN FOR SWORN POLICE PERSONNEL

Effective June 30, 2001, the retirement plan for "Classic" sworn police personnel shall be the 3% at age 50 PERS Plan with credit for unused sick leave at retirement pursuant to Government Code Section 20862.8.

Due to risk pooling initiated by PERS in 2005, the Government Code Section 20840(e) required that each pool contain certain benefits:

- Section 20965 (Credit for Unused Sick Leave)
- Section 21022 (Public Service Credit for Periods of Layoffs)
- Section 21023.5 (Public Service Credit for Peace Corps or AmeriCorps: Vista Service)
- Section 21024 (Military Service Credit as Public Service)
- Section 21548 (Pre-Retirement Optional Settlement 2 Death Benefit)
- Section 21574 (1959 Survivor Benefit Fourth Level)
- Section 21620 (Retired Death Benefit)
- Section 20042 (Final Compensation 1 Year)

For sworn personnel who are hired after December 31, 2013, and who are not "Classic Employees" as defined by Cal PERS, the following retirement benefits shall be provided:

- Retirement formula commonly known as 2.7% @ 57
- Final Compensation – 3 Year Average
- Credit for Unused Sick Leave at Retirement

~~The employee contribution shall 50% of the normal cost as defined by PERS.~~

7.5 RETIREMENT PLAN FOR NON-SWORN

Eligible non-sworn employees are entitled to those benefits of the Public Employees' Retirement System (PERS) for local miscellaneous members under the "2.7% @ 55" formula and integrated with Social Security. The City reserves the right to modify its participation in the Social Security plan; any modification shall be subject to the meet and confer process. Effective July 1, 1994, the City will provide PERS single highest year option for all non-sworn personnel.

For eligible non-sworn employees who are hired after December 31, 2013, and who are not "Classic Employees" as defined by Cal PERS, the following retirement benefits shall be provided:

- Retirement formula commonly known as 2.0% @ 62
- Final Compensation – 3 Year Average

Docusign Envelope ID: 7143BA02-518C-4AE8-9DA1-1585BC570914

- Credit for Unused Sick Leave at Retirement

~~The employee contribution shall 50% of the normal cost as defined by PERS.~~

CP #2

7.10 Retiree Health Savings

- Retiree Health Saving accounts to be established as soon as practicable after January 1, 2023, but no later than April 1, 2023.
  - City to prefund all full-time employees accounts with $600, who are employed with the City as of January 1, 2023 and still employed with the City as of the establishment of the RHSA.
- After the establishment of the Retiree Health Savings account the City and the Employees pay period contribution shall be:
  - City - $50
  - Employee - $25
- Effective the first full pay period in January 2025, the City and Employee contribution per pay period shall be :
  - City – $~~84.62~~ 125
  - Employee - $~~42.31~~ 62.50
- Effective the first full pay period in January 2026, the City and Employee contribution per pay period shall be :
  - City – $~~119.24~~ 200
  - Employee - $~~59.62~~ 100

CP #3

~~1.~~8.1 HOLIDAYS

All sworn personnel shall receive time off or compensation equal to eight hours straight time or the equivalent compensatory time. Except that sworn personnel who actually work a ten (10 or twelve (12) hour shift, on a holiday, shall receive ten (10) or twelve (12) hours of straight time or the equivalent compensatory time. Those holidays are:

New Year's Day	Veterans' Day
Martin Luther King Jr. Day	Thanksgiving
Washington's Birthday	Day after Thanksgiving
Memorial Day	Christmas Day
Juneteenth	Employee's birthday
July 4th	Three (3) Floating holidays
Labor Day	

All non-sworn personnel shall receive the following holidays off, unless they are required to work the holiday. Those holidays are:

New Year's Day	Veterans' Day
Martin Luther King Jr. Day	Thanksgiving
Washington's Birthday	Day after Thanksgiving
Memorial Day	Christmas Day
Juneteenth	Employee's birthday
July 4th	Three (3) Floating holidays

Docusign Envelope ID: 7143BA02-518C-4AE8-9DA1-1585BC570914

Labor Day

If a non-sworn employee is required to work a City designated holiday they shall receive two times their hourly rate of pay for all hours worked on the holiday. Those holidays are:

New Year's Day
Martin Luther King Jr. Day
Washington's Birthday
Memorial Day
Juneteenth
July 4th
Labor Day
Veterans' Day
Thanksgiving
Day after Thanksgiving
Christmas Day

Time off shall be granted pursuant to Departmental procedures. The Department retains authority to determine those positions that need not be filled on a given holiday and, in lieu of compensation, to grant the holiday off.

Each floating holiday for sworn and non-sworn personnel is equal to eight hours straight time. Floating holidays for all personnel must be taken during the fiscal year they are received and may not be carried over and accumulated.

For non-sworn personnel only, Christmas Eve day and the afternoon of New Year's Eve, commencing at 12:00 noon, shall be considered holidays for pay purposes. In the event that Christmas Eve and New Year Eve fall on a Saturday or Sunday, the preceding Friday shall be considered holidays for pay purposes.

Each floating holiday for sworn and non-sworn personnel is equal to eight hours straight time. Floating holidays for all personnel must be taken during the fiscal year they are received and may not be carried over and accumulated. Employees hired during the fiscal year shall receive floating holidays~~and birthday holiday~~ credit in accordance with the following table:

Hire Date:	Prorated Hours:
July 1 to September 30	24 hours
October 1 to December 31	16 hours
January 1 to March 31	8 hours
April 1 to June 30	0 hours

Scheduling shall be determined by the Chief of Police or ~~his/her~~ their designee with regard for the needs of the Department and preferences of the employee.

Floating shall be prorated (biweekly) for separated employees based on time worked within the fiscal year.

CP #4 T/A

10.1 ELIGIBILITY

Docusign Envelope ID: 7143BA02-518C-4AE8-9DA1-1585BC570914

All personnel, who have accrued vacation shall be eligible for a paid vacation at current pay rate. ~~at the end of the first year of continuous service and annually thereafter~~.

10.5 VACATION CARRYOVER

No employee shall take more than the equivalent of their annual accrual in one calendar year, except when vacation has been deferred per Section 10.5 or upon approval of the department head.

An employee with twenty four (24) or fewer years of service may carry over no more than 208 hours of vacation to the following calendar year unless approved by department head. An employee with more than twenty four (24) years of service may carry over a number of vacation hour's equivalents to one (1) year of the employee's maximum current accrual.

Effective January 1, 2025 an employee may carry over accrued vacation to the following calendar year in accordance with the following:

The vacation cap shall be two (2) times the employee's annual vacation accrual rate. Thereafter, at any time an employee reaches the maximum accrual limit, the employee will cease accruing vacation hours for that pay period, until such time as the balance falls below the cap, and the accrual of vacation hours will resume on the next available payroll period. No employee will be allowed to accrue vacation hours above the cap.

VACATION CASHOUT

~~The Employees may annually cash out up to one half (1/2) of their accrued vacation up to a maximum of 80 hours of vacation if the following conditions are met:~~

~~1. The employee has taken a minimum of 80 hours of vacation in the last 12 months.~~
~~2. The employee must schedule and take off at least 80 hours of vacation in the next calendar year.~~
~~3. If the employee wants to request an irrevocable vacation cash out, they must provide the Human Resources Manager, or designee, with their written request no later than December 15th of the calendar year before the year in which the employee wishes to cash out vacation leave.~~
~~4. Any Vacation Cash Out will not be available for use in the preceding year.~~

~~An employee can cash out vacation during the months of May and December. The notice shall indicate how many vacation leave hours the employee wishes to cash out the following year and the cash out period.~~

Sworn Employees may annually cash-out up to 96~~80~~ hours of vacation and non-sworn employees may cash-out up to 90 hours of vacation provided that Sworn Employees have taken a minimum 96 hours of vacation or Non-~~S~~sworn Employees have taken a minimum of 90 hours of vacation in the previous fiscal year, and maintain a vacation balance of 40 hours at the time of vacation cash out, AND the employee must schedule and take off at least 96/90 hours of vacation in the next calendar year. Employees may elect to cash-out a maximum of two (2) times annually and each cash-out request must be a minimum of 96/90. All irrevocable vacation cash-out requests must

Docusign Envelope ID: 7143BA02-518C-4AE8-9DA1-1585BC570914

be in writing and submitted to Human Resources no later than December 15 of the calendar year before the calendar year in which the employee wishes to cash-out vacation leave. The notice shall indicate how many vacation leave hours the employee wishes to cash-out the following year. The amount requested cannot exceed the amount stated above. An employee can cash-out during the months of May and December. The Human Resources Manager has final approval.

CP #5

11.1 BEREAVEMENT LEAVE

Employees are entitled to time off with pay when there is a death or anticipated death in the immediate family. Bereavement leave shall not exceed three (3) consecutive ~~work days~~workdays when death is anticipated. Bereavement leave after death shall not exceed that period of time between death and the day of the funeral, providing the funeral is held within (5) five days following death.

Additional time may be granted and charged as sick leave when, in the opinion of the D~~d~~epartment H~~h~~ead, unusual circumstances identify the need for additional time off.

Immediate family is defined as spouse, domestic partner, child, parent, parent-in-law, sister, brother, sister-in-law, brother-in-law, grandparent, spouse's grandparent, grandchild, son-in-law, daughter-in-law, aunt, uncle or any other relative of the employee or employee's spouse residing in the same household, or who has resided with the employee in the same household for three or more years. In cases where death has occurred involving someone other than the immediate family, the department head shall make the decision as to qualification for bereavement leave.

UP #8

12.1 Recognized Work Cycle – A labor/management committee to be established to address the issues of a new work week at 38 hours and to have a paid meal period for the CSO's and Parking Enforcement.

PEA #4

13.2.1 SPECIALTY ASSIGNMENTS

A. Specialty assignments are not considered to be promotional. Employees assigned to specialty assignments will receive a five percent (5%) salary differential for the duration of the assignment. Appointments are made after a review of qualifications and selections for specialty assignments shall follow department policy 1001. When the assignment is concluded, the five percent (5%) salary differential is removed. ~~Selections for specialty assignments shall be done in accordance with Department Policy.~~ The following assignments are considered specialty assignments:

a. Detective

- Sergeant
- Corporal
- ~~a.~~ Officer

~~a.~~b. Administrative Sergeant

~~b.~~c. Special Operations Sergeant

~~c.~~d. Traffic Unit Officer

~~d.~~e. School Resource Officer

Docusign Envelope ID: 7143BA02-518C-4AE8-9DA1-1585BC570914

f. Community Liaison Officer
~~e.~~g. K-9 Officer

B. ~~.~~ The Field Training Officer assignment is not considered to be promotional. Appointments are made after a review of qualifications. Sworn Officers assigned as the Field Training Officer will receive a five percent (5.0%) salary differential for the time acting as a Field Training Officer and assigned an officer in the Field Training Program.

C. Compensation for the Canine Handler will be increased to $350.00 per month.

UP #4

13.1 SPECIALTYASSIGNMENS

C. The Canine Handler's ~~C~~compensation for care and feeding their assigned animal ~~Canine Handler~~ will be~~increased~~ to $350.00 per month. Effective on adoption of this Memorandum of Understanding the care and feeding compensation shall be paid on a biweekly basis at the rate of $161.54.

CP #7 (Side Letter)

13.3 STEP INCREASES

The following criteria shall apply in the step-to-step movement of individual employees who are on a step plan:

A. Step 1 shall be the minimum hiring rate.

B. ~~Step 2:~~ Employees hired at Step 1 shall be eligible for advancement to Step 2 upon completion of (6) six months employment, affirmation by the department head that there has been satisfactory growth in the service value of the employee, and approval of the City Manager.

C. Employees hired at Steps 2, 3, 4, 5 or 6~~5~~ shall be eligible for advancement to the next step on the anniversary date of their employment, provided that the department head affirms that there has been satisfactory growth in the service value of the employee and there is City Manager approval.

City Manager may increase an employee's salary on the basis of merit within the range set forth. The City Manager also may designate the salary rate or step at which an employee is appointed.

~~**CP #7 (Side Letter)**~~ **(See above)**

~~13.3 STEP INCREASES~~

~~The following criteria shall apply in the step-to-step movement of individual employees who are on a step plan:~~

~~A. Step 1 shall be the minimum hiring rate.~~

~~B. Step 2: Employees hired at Step 1 shall be eligible for advancement to Step 2 upon completion of (6) six months employment, affirmation by the department head that there has been satisfactory growth in the service value of the employee, and approval of the City Manager.~~

Docusign Envelope ID: 7143BA02-518C-4AE8-9DA1-1585BC570914

~~C. Employees hired at Steps 2, 3, 4 or 5 shall be eligible for advancement to the next step on the anniversary date of their employment, provided that the department head affirms that there has been satisfactory growth in the service value of the employee and there is City Manager approval.~~

~~City Manager may increase an employee's salary on the basis of merit within the range set forth. The City Manager also may designate the salary rate or step at which an employee is appointed.~~

CP #6

13.6 LONGEVITY PAY ~~BONUS~~

Effective December 1, 2014, and each December 1 thereafter, the City shall make longevity ~~bonus~~ payments to those employed with the City as of the day of the payment as follows:

~~B.~~A. For employees with five (5) years of service with the Department but less than 10 years, the annual longevity ~~bonus~~ payment shall be three percent (3%) of their annual base rate of pay.

~~C.~~B. For employees with ten (10) years of service with the Department but less than 20 years, the annual longevity ~~bonus~~ payment shall be six percent (6%) of their annual base rate of pay.

~~D.~~C. For employees with twenty (20) or more years of service with the Department, the annual longevity ~~bonus~~ payment shall be nine percent (9%) of their annual base rate of pay.

Longevity ~~bonus~~ payments shall be paid by separate check on the first payroll date in December.

Effective December 1, 2024, the City shall make the following longevity payments (biweekly) to eligible employees:

A. For employees with five (5) years of continuous full-time service with the Police Department but less than 10 years, the ~~annual~~ longevity ~~bonus~~ payment shall be three percent (3%) of their monthly base rate of pay.

B. For employees with ten (10) years of continuous full-time service with the Police Department but less than 20 years, the ~~annual~~ longevity ~~bonus~~ payment shall be six percent (6%) of their monthly base rate of pay.

~~A.~~C. For employees with twenty (20) or more years of continuous full-time service with the Police Department, the ~~annual~~ longevity ~~bonus~~ payment shall be nine percent (9%) of their monthly base rate of pay.

Docusign Envelope ID: 7143BA02-518C-4AE8-9DA1-1585BC570914

PEA #2

14.1 MEALS

A. When an officer attending court or hearing is required to remain for both morning and afternoon sessions, they shall be entitled to fifteen ($15.00) ~~ten~~ dollars lunch costs.

B. For Eight-Hour-Shift:

A meal allowance in the amount of fifteen ($15.00) ~~ten~~ dollars shall be paid to represented employees whenever such employees are required to work twelve or more consecutive hours.

For Ten-Hour-Shift:
A meal allowance in the amount of fifteen ($15.00) ~~ten~~ dollars shall be paid to represented employees whenever such employees are required to work thirteen or more consecutive hours.

For Twelve-Hour-Shift:
A meal allowance in the amount of fifteen ($15.00) ~~ten~~ dollars shall be paid to represented employees whenever such employees are required to work fifteen or more consecutive hours.

C. A meal allowance in the amount of fifteen ($15.00) ~~ten~~ dollars shall be paid to represented employees whenever such employees work six hours of overtime on their day off. There will not be a second meal allowance for 12 hours worked on the day off.

UP #7

14.2 OVERTIME COMPENSATION B. Form of Compensation 2. –

b. Maximum CTO accrual for Sworn employees – Sworn employees may accrue a maximum of one hundred and seventy-five ~~sixty~~~~fifty~~ hours (175~~160~~~~150~~).

~~b.~~c. Maximum CTO accrual for Non-Sworn employees – Non-Sworn employees may accrue a maximum of one hundred and seventy-five~~sixty~~ hours (175~~160~~).

CP #9

16.1 ELIGIBILITY

Effective July 1, 2024, eligibility for promotions for those employees hired after July 1, 1994, will be as follows:

A. Corporal – two years full-time sworn employment in service with a law enforcement agency and an AA degree or 60 semester units, of which a minimum of 27 semester units must be in general education courses.

B. Sergeant – three years full-time sworn employment in service with a law enforcement agency and an AA degree or 60 semester units.

C. Personnel ~~newly-appointed~~newly appointed to the rank of Sergeant shall make application to attend the POST Supervisory Leadership Institute as soon as eligible.

Assuming that all other prior minimum requirements are met, officers who presently do

Docusign Envelope ID: 7143BA02-518C-4AE8-9DA1-1585BC570914

not meet the educational requirements for promotion to Corporal or Sergeant at the time of the promotional examination still may take the examination and be placed on the promotional eligibility list according to their score on the examination; however, they cannot be promoted until the educational requirements are met fully.

~~16.1~~16.2 PROMOTIONAL EXAMINATIONS

It is the policy of the City of El Cerrito Police Department that promotional examinations for the positions of Corporal, Sergeant, Lieutenant and Commander will be "closed promotional" examinations, except when fewer than three (3) qualified candidates have applied and participate in the selection process. Prior to an examination, the Chief of Police and the President of the POA can agree to waive the "closed promotional" requirements.

In the event that the number of qualified candidates for the positions of Police Sergeant, Lieutenant or Commander is fewer than three (3) for a single vacancy, with at least one additional candidate for each additional vacancy, the Chief of Police, with the concurrence of the City Personnel Officer, may seek an alternative selection process.

This may include, but is not limited to, lateral testing, which could include qualified police candidates from other agencies, as well as El Cerrito Police Department candidates.

The City and the Association agree that supervisory experience will be one of the eligibility requirements for the position of Police Lieutenant and Commander, in lieu of management experience. Police Sergeants may be eligible to compete for the position of Police Lieutenant and Commander, depending on each individual candidate's ability to meet the stated supervisory and educational requirements.

CP #10 (Side Letter)

17.1 CAREER INCENTIVE PROGRAM - SWORN PERSONNEL

~~A. Effective January 2018, Sworn Employees who are eligible or become eligible for the career incentive program shall receive one of the following:~~

- ~~An employee who has an AA/AS degree from an accredited college or university shall receive a differential of three percent (3.0%) of base pay.~~
- ~~An employee who has completed 60 semester units from an accredited college or university and completes 6 semester units every 24 months shall receive a differential of three percent (3.0%) of base pay.~~
- ~~An employee who has a BA/BS degree from an accredited college or university shall receive a differential of four percent (4.0%) of base pay.~~
- ~~An employee who as a MS/MA degree from an accredited college or university shall receive a differential of five percent (5.0%) of base pay.~~

~~11~~ B. Effective the first full pay period in January 2022~~May~~, Sworn Employees who are eligible or become eligible for the career incentive program shall receive one of the following:

- An employee who has an AA/AS degree from an accredited college or university shall receive a differential of three percent (3.0%) of base pay.

Docusign Envelope ID: 7143BA02-518C-4AE8-9DA1-1585BC570914

- An employee who has completed 60 semester units from an accredited college or university and completes 6 semester units every 24 months shall receive a differential of three percent (3.0%) of base pay.
- An employee who has a BA/BS degree from an accredited college or university shall receive a differential of five~~four and one half~~ percent (5.0~~4.5~~ ~~0~~%) of base pay.
- An employee who as a MS/MA degree from an accredited college or university shall receive a differential of six~~five and one half~~ percent (6.0~~5.5~~~~5.0~~%) of base pay.

Pay eligibility is dependent upon submitting proof of completion either through an official transcript or copy of degree certificate. Payment will be effective the date the proof of completion was submitted to the department or Human Resources.

CP #11

18.1 UNIFORM ALLOWANCE

Effective January 1, 2009, the uniform allowance will be increased by $75 for sworn employees for a total of $1,000 per year and by $50 for non-sworn employees for a total of $725 per year. Uniform allowance shall be paid on the first payroll date in December, covering the calendar year beginning the prior January. Such payment shall be by separate check. Any employee who leaves City employment during the calendar year shall be paid by the City for pro-rated uniform allowance only for months worked in that calendar year.

Effective January 2025, uniform allowance shall be paid per pay period.

- Sworn employees - $38.46 per pay period
- Non-sworn employees - $27.89 per pay period

New employee at the time of hire shall have the option of:

1. Having the City provide the employee with a uniform complement; or
2. Receiving the full uniform allowance provided in 18.1, at the time of hire. If a new employee accepts this option they must purchase a minimum of uniform components required by the department.

Docusign Envelope ID: 7143BA02-518C-4AE8-9DA1-1585BC570914

CP #12

House Keeping

- Incorporate all current Side Letters
  - Extension
    - December 31, 2020
  - Recruitment/Retention
- Address pronoun usage
- Format
- Typos
- Dates

For the ECPEA

Signed by: Joe Higby — 10/31/2024 | 1:15 PM PDT

Signed by: Danielle Hernandez — 10/31/2024 | 1:15 PM PDT

Signed by: Veronica Leja — 10/31/2024 | 1:15 PM PDT

Signed by: [illegible] — 10/31/2024 | 1:15 PM PDT

Date: 10-26-24

For the City of El Cerrito

DocuSigned by: Glenn Berkheimer — 10/31/2024 | 1:15 PM PDT

DocuSigned by: Shannon Bassi — 10/31/2024 | 1:15 PM PDT

Date: _____

AGENDA BILL

Agenda Item No. 9.B.

Date: December 3, 2024
To: El Cerrito City Council
From: Shannon Bassi, Senior Human Resource Analyst, City Management
Subject: Adopt a Resolution Approving an Agreement between the City of El Cerrito and the Public Safety Management Association (PSMA) to Modify Language on Salaries, Benefits, Conditions of Employment, and Creating a New Memorandum of Understanding

ACTION PROPOSED

Adopt a resolution approving an agreement between the City of El Cerrito and the Public Safety Management Association (PSMA) to modify language on salaries, benefits, conditions of employment, and creating a new Memorandum of Understanding.

BACKGROUND/ANALYSIS

The El Cerrito Public Safety Management Association (PSMA) is recognized as the bargaining unit representing full-time, sworn Public Safety Managers within the City's Police and Fire Departments and represents the classifications including Police Captain, Police Lieutenant, Fire Battalion Chief, and Fire Battalion Chief/Paramedic. On May 19, 2023, the City Council approved a two-year agreement with the PSMA through Resolution 2023-39, making the current Memorandum of Understanding effective July 1, 2022 through June 30, 2024. City representatives have met in good faith with PSMA representatives in numerous meetings to successfully negotiate a new MOU.

<u>The following is a summary of the tentative agreement with the PSMA:</u>

- The agreement will be effective July 1, 2024 through June 30, 2027.
- Effective July 2024, the City will increase the wage range for all represented classifications by 4.25%.
- Effective July 2025, the City will increase the wage range for all represented classifications by 3%.
- Effective July 2026, the City will increase the wage range for all represented classifications by 3%.
- Market adjustments will be applied over the term of the agreement to the following classifications and in alignment with the Classification and Compensation Study results and recommendations:
    - Effective July 2025: (Police Captain- 2%, Police Lieutenant- 2%, Fire Battalion Chief- 3%, and Fire Battalion Chief/Paramedic- 3%).
    - Effective July 2026: (3%- Fire Battalion Chief and Fire Battalion Chief/Paramedic- 3%)

- Miscellaneous revisions were applied to the following areas of the MOU: bereavement leave, vacation cash-outs, degree pay eligibility, (PD) longevity pay processing, floating holiday accrual.

The City would like to thank the Public Safety Management Association for the patience they have shown while the City's Classification and Compensation Study was underway and the continued leadership from the PSMA Representatives during the negotiation process. The City looks forward to continuing the strong collaborative relationship with PSMA.

STRATEGIC PLAN CONSIDERATIONS
This action supports the City's Strategic Plan Goal(s) of:

- *High Performing Organization* by ensuring the City maintains a high-performing organization where employees feel a sense of inclusion and belonging.

ENVIRONMENTAL CONSIDERATIONS
This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS
Staff is requesting additional appropriations authority of $86,145 from the unassigned General Fund balance for FY 2024-25. The increased cost of $215,178 for FY 2025-26 will be requested at formal adoption of the FY 2025-26 budget by the City Council in 2025. Costs for the third year of the contract will be incorporated into the biennial budgeting process and requested when the annual budget is adopted by Council.

LEGAL CONSIDERATIONS
This section is not applicable to this agenda item.

Reviewed by:

Alexandra Orologas, Assistant City Manager

Attachments:
1. Resolution
2. Exhibit A to Resolution

RESOLUTION 2024-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO APPROVING AN AMENDMENT TO THE EXISTING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE PUBLIC SAFETY MANAGEMENT ASSOCIATION TO MODIFY LANGUAGE ON SALARIES, BENEFITS, AND CONDITIONS OF EMPLOYMENT FROM JULY 1, 2024 THROUGH JUNE 30, 2027

WHEREAS, the Meyers-Milias-Brown Act allows employee units within the City to represent themselves on matters concerning salaries, benefits, hours, and working conditions; and

WHEREAS, the Employer-Employee Relations Ordinance of the City of El Cerrito provides the methods and procedures for meeting and conferring in good faith; and

WHEREAS, the Public Safety Management Association is recognized as the majority bargaining unit representing full-time sworn Public Safety Managers within the Police and Fire Departments; and

WHEREAS, representatives of the City of El Cerrito and the Public Safety Management Association, have met and conferred in good faith; and

WHEREAS, Resolution 2023-39 approved the current Memorandum of Understanding with the Public Safety Management Association; and

WHEREAS, the City of El Cerrito and the Public Safety Management Association representatives have agreed to modify the salaries, benefits, and working conditions through June 30, 2027; and

WHEREAS, funds totaling $215,178 will be requested for appropriation with the FY 2025-26 budget adoption in May or June 2025.

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby adopt the Tentative Agreement, attached hereto as Exhibit A, between the City of El Cerrito and the Public Safety Management Association effective through June 30, 2027.

BE IT FURTHER RESOLVED that additional funds above the current FY 2024-25 budget totaling $86,145 are appropriated from the unassigned General Fund balance.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon passage and adoption.

I CERTIFY that at a regular meeting on December 3, 2024, the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on _____.

_____
Holly M. Charléty, City Clerk

APPROVED:

_____
Tessa Rudnick, Mayor

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2024 NEGOTIATIONS

TENTATIVE AGREEMENT
BETWEEN

CITY OF EL CERRITO
AND
PUBLIC SAFETY MANAGEMENT ASSOCIATION

October 29, 2024

Impacts both Units

PSMA #8 – Wages

2.1 Salary

- Effective the first full pay period in July 2024,~~in November 2022~~, all Fire Battalion Chiefs/Paramedics, Police Captains, and Police Lieutenants shall receive a 4.25%~~3.0~~% salary increase.
- Effective the first full pay period in July 2025~~2023~~, all Fire Battalion Chiefs/Paramedics, Police Captains, and Police Lieutenants shall receive a 3.0%~~4.75~~% salary increase.
- Effective the first full pay period in July 2026, all Fire Battalion Chiefs/Paramedics, Police Captains, and Police Lieutenants shall receive a 3.0%~~%~~ salary increase.

- Market ~~Compaction Salary~~ Adjustments:
  - ~~Effective the first full pay period in January 2023, all Fire Battalion Chiefs shall receive a compaction salary adjustment of 4.9%.~~
  - ~~Effective the first full pay period in January 2023, all Police Captains and Police Lieutenants shall receive a compaction salary adjustment of 2.0%.~~
  - ~~Effective the first full pay period in July 2023, all Fire Battalion Chiefs shall receive a compaction salary adjustment of 4.9%.~~
  - ~~Effective the first full pay period in July 2023, the Police Captain shall receive a compaction salary adjustment of 1.35%.~~
  - July 2025
    - Effective the first full pay period in July 2025, all Police Captains shall receive a market adjustment of 2.0%.
    - Effective the first full pay period in July 2025, all Police Lieutenants shall receive a market adjustment of 2.0%.
    - Effective the first full pay period in July 2025, all Fire Battalion Chiefs shall receive a market adjustment of 3.0%.
    - Effective the first full pay period in July 2025, all Fire Battalion Chiefs/Paramedics shall receive a market adjustment of 3.0%.
  - July 2026
    - Effective the first full pay period in July 2026, all Fire Battalion Chiefs shall receive a market adjustment of 3.0%.
    - Effective the first full pay period in July 2026, all Fire Battalion Chiefs/Paramedics shall receive a market adjustment of 3.0%.

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A. The following control points shall apply and serve as the midpoint of the approved monthly salary range. The Control Points effective July 202~~December 31, 2022~~, shall be increased by the salary increases in Section 2.1 Salary and Compaction Salary Adjustments:

Fire Battalion Chief	$~~14,915~~
Fire Battalion Chief (Training Officer)	$~~16,406~~
Police Lieutenant	$~~15,942~~
Police Captain	$~~17,313~~

2.2 Uniform Allowance

- BC
  - The uniform allowance for Fire Battalion Chiefs is $1,000 per fiscal year.
  - Effective the first payroll date in July 2023, the Battalion Chiefs uniform allowance shall be paid each pay period in the amount of $38.46.

- Police Management
  - The uniform allowance for Police Management Unit is $1,000 per year. Uniform allowance shall be paid on the first payroll date in December, covering the calendar year beginning the prior January. Such payment shall be by check separate from the normal payroll check. Any employee, who leaves City employment during the calendar year, shall be paid by the City for pro-rated uniform allowance only for months worked in that calendar year.
  - Effective the first payroll in January 2024, the Police Management uniform allowance shall be paid each pay period in the amount of $38.46.

~~If the ECPEA receives an increase in their uniform allowance during the term of this MOU, then the ECPEA uniform allowance increase shall be applied to the BC and the Police Management uniform allowances.~~

2.5 Flexible Benefit Plan

G. ~~During the term of the contract, the City may establish a City-wide task force for the purpose of exploring alternate health plans, including PERS Health, for both active and retired employees. The City or Association agrees to reopen negotiations for the sole purpose of implementing alternative medical coverage.~~

3.8 Bereavement Leave

Employees are entitled to time off with pay when there is a death or anticipated death in the immediate family. Bereavement leave shall not exceed two shifts for 56 hour work

week employees or five (5) consecutive work days for 40-hour employees when death is anticipated.

Bereavement leave after death shall not exceed that period of time between death and the day of the funeral, providing the funeral is held within five (5) consecutive work days following death. Bereavement leave is not chargeable to sick leave. Additional time may be granted and charged as sick leave when, in the opinion of the department head, unusual circumstances identify the need for additional time off.

Immediate family is defined as spouse, domestic partner, child, parent, parent-in-law, sister, brother, sister-in-law, brother-in-law, grandparent, spouse'''s grandparent, grandchild, son-in-law, daughter-in-law, aunt, uncle or any other relative of the employee or employee's spouse residing in the same household, or who has resided with the employee in the same household for three or more years. In cases where death has occurred involving someone other than the immediate family, the department head shall make the decision as to qualification for bereavement leave.

4.7 Vacation Cash Out

~~Effective August 1, 2014, e~~Employees may annually cash-out up to ~~16 days (~~128 hours~~)~~ of vacation provided that they have taken a minimum of 40 hours~~16~~ vacation days (or administrative leave for management employees) in the previous fiscal year and maintain a vacation balance of 40 hours at the time of vacation cash out. Employees may elect to cash-out a maximum of two (2) times annually and each cash-out request must be a minimum of 8 days (64 hours). All requests must be in writing to the Human Resources Manager for initial review with final approval by the City Manager.

If an employee wants to request an irrevocable vacation cash-out, they must provide written notice to the Human Resources Manager, or designee, no later than December 15th of the calendar year before the calendar year in which the employee wishes to cash-out vacation leave. The amount requested cannot exceed the amount stated above. An employee can cash-out during the months of May and December. The notice shall indicate how many vacation leave hours the employee wishes to cash-out the following year.

6.1 Education Incentive Program

Effective January 2022, Police Captains and Lieutenants employees who are eligible or become eligible for the education incentive program shall receive one of the following:

- An employee who has a BA/BS degree from an accredited college or university shall receive a differential of five percent (5.0%) of base salary.
- An employee who has a MA/MS degree from an accredited college or university shall receive a differential of six percent (6.0%) of base salary.

The incentives are not compounding. An employee can only receive one of the incentives listed above.

Effective first full pay period after adoption, all employees in the bargaining unit who are eligible or become eligible for the education incentive program shall receive one of the following:

- A Battalion Chief who has an AA/AS degree from an accredited college or university shall receive a differential of three percent (3.0%) of base pay.
- A Battalion Chief who has completed 60 semester units from an accredited college or university and completes 6 semester units every 24 months shall receive a differential of three percent (3.0%) of base pay.
- An employee who has a BA/BS degree from an accredited college or university shall receive a differential of five percent (5.0%) of base salary.
- An employee who has a MA/MS degree from an accredited college or university shall receive a differential of six percent (6.0%) of base salary.

The incentives are not compounding. An employee can only receive one of the incentives listed above.

Pay eligibility is dependent upon submitting proof of completion either through an official transcript or copy of degree certificate. Payment will be effective the date the proof of completion was submitted to the department or Human Resources.

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New Section - PERS Cost Sharing

If permitted, the City will amend their contract with CalPERS to implement Government Code Section 20156 (Cost Sharing). The City and PSMA agree that the provisions of Government Code Section 20516 shall apply to the following:

- Classic Employees
  - Effective on the implementation of Government Code Section 20516 – 4.0% of the 13.0% that a Classic Employee contributes.

POLICE MANAGEMENT BENEFITS ONLY

9.1 Longevity Bonus
Each December 1, the City shall make longevity bonus payments to those employed with the City as of the day of the payment as follows:

A. For employees with 5 years of service with the City but less than 10 years, the annual longevity bonus payment shall be three percent (3%) of their annual base rate of pay.

B. For employees with 10 years of service with the City but less than 20 years, the annual longevity bonus payment shall be six percent (6%) of their annual base rate of pay.

C. For employees with 20 or more years of service with the City, the annual longevity bonus payment shall be nine percent (9%) of their annual base rate of pay.

Longevity bonus payments shall be paid by separate check on the first payroll date in December.

Effective December 1, 2024, the City shall make the following biweekly longevity payment ~~biweekly~~ to eligible employees:

A. For employees with 5 years of continuous full-time service with the Police Department but less than 10 years, the longevity payment shall be three percent (3%) of their monthly base rate of pay.

B. For employees with 10 years of continuous full-time service with the Police Department but less than 20 years, the longevity payment shall be six percent (6%) of their monthly base rate of pay.

C. For employees with 20 or more years of continuous full-time service with the Police Department, the longevity payment shall be nine percent (9%) of their monthly base rate of pay.

9.3 Birthday/~~-~~Floating Holidays

In addition to the recognized municipal holidays, employees shall receive annually three floating holidays, subject to the same requirements for scheduling vacation under Section 4.2 of this agreement.

Employees hired during the fiscal year shall receive floating holidays in accordance with the following table:

Hire Date:	Prorated Hours:
July 1 to September 30	24 hours
October 1 to December 31	16 hours
January 1 to March 31	8 hours
April 1 to June 30	0 hours

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Scheduling shall be determined by the Chief of Police or their designee with regard for the needs of the Department and preferences of the employee.

~~For new employees, the floating holidays are pro-rated quarterly based on date of hire and will also be prorated upon separation from the City.~~ Floating holidays must be taken during the fiscal year they are received and may not be carried over and accumulated.

Employees are allowed an additional holiday on their birthday or another day at the convenience of the City.

Floating holidays shall be prorated (biweekly) for separated employees based on time worked within the fiscal year.

House Keeping

- Address pronoun usage
- Format
- Typos
- Dates

PSMA Represenatives

Signed by:
Joe Higby
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DocuSigned by:
Elise Warren
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DocuSigned by:
Lauren Caputo
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Jose Castreyon
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City of El Cerrito

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Glenn Berkheimer
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Shannon Bassi
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AGENDA BILL

Agenda Item No. 9.C.

Date: December 3, 2024
To: El Cerrito City Council
From: City Council Ad Hoc Subcommittee members Mayor Rudnick and Councilmember Quinto; Sky Woodruff, City Attorney, City Management
Subject: Adopt a Resolution to Approve a Third Amendment to City Manager Employment Agreement

ACTION PROPOSED

Adopt a resolution approving a Third Amendment to the Employment Agreement with the City Manager modifying compensation and extending the term of the agreement to December 31, 2029.

BACKGROUND/ ANALYSIS

City Manager Karen Pinkos has an employment agreement with the City that is set to expire on December 31, 2023. Mayor Tessa Rudnick and Councilmember Gabe Quinto were appointed to serve as an Ad Hoc Subcommittee to negotiate an extension and other potential amendments to Ms. Pinkos's employment agreement.

As part of the process of considering amendments to Ms. Pinkos's employment agreement, the Ad Hoc Subcommittee and City Council evaluated her performance as City Manager. The performance evaluation included a closed session meeting on September 16, 2024.

Based on that evaluation, the City's financial position, the completed Classification and Compensation Study, the current market for public agency chief executives in Contra Costa County and the Bay Area, and other factors, the Ad Hoc Subcommittee and Ms. Pinkos negotiated several amendments to her employment agreement. The primary changes are as follows:

- A five-year extension of the term, to December 31, 2029.
- Effective January 1, 2025, an adjustment of Base Salary to $21,782.00 monthly.
- Restoration of a previous provision that Base Salary will be increased by the same cost of living factor, if any, that the City Council applies to unrepresented management employees' base salary each July.
- Effective July 1, 2025, a 4% adjustment of Base Salary to $22,653.28 monthly.
    - The anticipated 3% cost of living adjustment would bring the Base Salary to $23,306.74 monthly as of July 1, 2025.
- Potential for 5% annual adjustments to Base Salary based upon performance.
- Effective January 1, 2025, City will contribute $300 per month to an Employee Retirement Health Savings Account and make contributions to a 457 deferred

compensation account, up to the maximum allowed ($23,000 in year 2024).

It is worth noting that with these changes, Ms. Pinkos's compensation would be essentially at median for city managers in Contra Costa County.

STRATEGIC PLAN CONSIDERATIONS
This action supports the City's Strategic Plan Goal(s) of:

- *High Performing Organization.*

ENVIRONMENTAL CONSIDERATIONS
This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS
The additional cost of the increases to the City Manager's compensation total $19,611 in FY 2024-25 and $51,014 in FY 2025-26. Staff will absorb the FY 2024-25 cost of $19,611 in the City Manager's Office budget. The increased cost for FY 2025-26 will be requested at formal adoption of the FY 2025-26 budget by the City Council in 2025.

LEGAL CONSIDERATIONS
The City Attorney prepared the Third Amendment to the Employment Agreement and has reviewed this report and the resolution.

Reviewed by:

Alexandra Orologas, Assistant City Manager

Attachments:
1. Resolution
2. Exhibit A to Resolution

RESOLUTION 2024–XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO APPROVING AMENDMENTS TO THE EMPLOYMENT AGREEMENT WITH KAREN PINKOS TO SERVE AS CITY MANAGER

WHEREAS, on November 20, 2018, the City Council approved by resolution an Employment Agreement between the City and Karen Pinkos for services as the City Manager of El Cerrito. Karen Pinkos has served as City Manager since December 26, 2018; and

WHEREAS, on June 2, 2020, the City Council by resolution approved Addendum No. 1 to the Employment Agreement to reflect that Ms. Pinkos voluntarily agreed to reimburse the City an additional three percent (3.0%) of the Employer's retirement contribution required by the California Public Employees Retirement System (CalPERS); and

WHEREAS, on December 1, 2020 the City Council approved the First Amended Employment Agreement that a) reduced her base salary by 3%, b) removed provisions for cost of living increases unless approved for unrepresented management employees, c) removed payment for automobile allowance, d) incorporated her previously volunteered additional contribution to CalPERS, and (e) extended the term of the Employment Agreement by two years; and

WHEREAS, on October 3, 2023, the City Council approved the Second Amendment to Employment Agreement to extend the term of the Agreement through December 31, 2024, and provide Ms. Pinkos with an automobile allowance for an eco-friendly vehicle; and

WHEREAS, the City Council appointed an Ad Hoc Committee of Mayor Rudnick and Councilmember Quinto to meet with Ms. Pinkos to negotiate potential amendments to the Employment Agreement, including an extension of the term; and

WHEREAS, the City completed a Classification and Compensation study, data from which was considered in the negotiations; and

WHEREAS, the City Council evaluated Ms. Pinkos's performance as City Manager, including a closed session meeting on September 16, 2024; and

WHEREAS, as a result of the performance evaluation and the negotiations, the Ad Hoc Committee recommended a Third Amended Employment Agreement to the City Council that includes proposed amendments to extend the contract for five years and includes adjustments to base compensation and benefits, incorporating some changes carried forward from the Second Amendment to Employment Agreement; and

WHEREAS, the additional unbudgeted cost of $19,611 will be absorbed in the FY 2024-25 Adopted Budget for the City Manager's Office division.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it approves the Third Amended Employment Agreement between the City and Karen Pinkos, attached as Exhibit A.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Mayor to execute the agreement.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon passage and adoption.

I CERTIFY that at a regular meeting on December 3, 2024, the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on _____.

_____
Holly M. Charléty, City Clerk

APPROVED:

_____
Tessa Rudnick, Mayor

EXHIBIT A

CITY OF EL CERRITO
~~FIRST~~ THIRD AMENDED EMPLOYMENT AGREEMENT
CITY MANAGER - KAREN PINKOS

INTRODUCTION

The **CITY OF EL CERRITO**, a municipal corporation, ("**Employer**" or "**City**") and **KAREN PINKOS**, an individual ("**Employee**" or "**City Manager**" or "**Pinkos**") entered into an Employment Agreement effective ~~December 26, 2018~~December 26, 2018. The Agreement was amended by Addendum No. 1 on June 24, 2020, to reflect Pinkos voluntarily agreeing to reimburse City for an additional three percent (3.0%) of the Employer's retirement contribution required by the California Public Employees Retirement System (CalPERS) ("Addendum No. 1") and by the Second Amended Employment Agreement on December X, 2023. ~~.~~ City and Pinkos now desire to further amend the Agreement as reflected in this Third ~~First~~ Amended Employment Agreement (~~this~~ "Third~~First~~ Amended Agreement"). City and Pinkos may be referred to in this Third~~First~~ Amended Agreement individually as a "**Party**" or collectively as the "**Parties**." The Parties agree as follows:

SECTION 1 EMPLOYMENT AND TERM

A. City agrees to employ Pinkos as City Manager of the City, and Pinkos agrees to accept such employment.

B. The term of this Third~~First~~ Amended Agreement shall be through December 31, 202~~3~~9.

SECTION 2 DUTIES AND AUTHORITY

Pinkos agrees to perform the functions and duties of the City Manager specified in the El Cerrito Charter, the El Cerrito Municipal Code, and the California Government Code, and to perform other legally permissible and proper duties and functions.

SECTION 3 COMPENSATION

A. Base Salary: Effective January 1, 2025, Employer agrees to pay Employee a monthly Base Salary of $21,782. Effective July 1, 2025, Employee's Base Salary will be increased by 4%.

B. Employee's Base Salary shall be increased annually by the same cost of living factor as is applied to the base salary of the unrepresented management employees, effective the first pay period of each July. If the unrepresented management employees do not receive a cost of living adjustment in any given year, Employee's Base Salary will also not receive an adjustment.

C. Upon satisfactory performance, to be determined by the City Council, effective the first pay period in January 2026, Employee's Base Salary may be increased by up to 5%.

D. Upon satisfactory performance, to be determined by the City Council, effective the first pay period in January 2027, Employee's Base Salary may be increased by up to 5%.

E. Upon satisfactory performance, to be determined by the City Council, effective the first pay period in January 2028, Employee's Base Salary may be increased by up to 5%.

F. Upon satisfactory performance, to be determined by the City Council, effective the first pay period in January 2029, Employee's Base Salary may be increased by up to 5%.

~~A.~~G. The City Council's determination of satisfactory performance and related adjustments of Employee's Base Salary, if any, shall be made as part of an annual performance evaluation, including but not limited to an assessment of Employee's achievement of any goals or performance objectives.

SECTION 4 HEALTH, LONG TERM DISABILITY AND LIFE INSURANCE BENEFITS

A. Employer agrees to provide health, vision, dental, long term disability and comprehensive medical insurance coverage for Employee and her dependents equal to that which is provided to all other unrepresented management employees of the City, as established by resolution of the City Council. Employer's contribution toward the premiums for said coverage shall be equal to that which Employer contributes to other unrepresented management employees.

~~A.~~B. Effective January 1, 2025, City agrees to contribute $300 per month to an Employee Retirement Health Savings Plan account.

SECTION 5 VACATION, SICK, BEREAVEMENT, AND MANAGEMENT/EXECUTIVE LEAVE AND HOLIDAYS

The parties recognize the importance of taking regular time off. Accordingly, Employee is encouraged to take regular vacations and to utilize her management/executive leave on an annual basis.

A. Employee shall accrue sick leave on the same basis and at the same rate as provided to management employees, as established by resolution of the City Council. Upon assuming office, Employee shall be allowed to retain all the sick leave that she had previously accrued in her employment with Employer. Employee is permitted to use sick leave in connection with the birth or adoption of a child, as well as for other sick leave eligible uses (i.e., serious illness or medical condition of the employee; serious illness or medical condition of a family member who requires the employee's assistance).

B. Employee shall accrue vacation leave on the same basis and at the same rate as provided to management employees, as established by resolution of the City Council. Upon assuming office, Employee shall be allowed to retain all the vacation leave that she had previously accrued in her employment with Employer.

C. Employee shall on July 1 of each calendar year be credited with 75 hours of executive/administrative leave. Upon assuming office, Employee will be credited with 37.5 hours of executive/administrative leave or may retain all executive/administrative leave that she had previously accrued in her employment with Employer, whichever is greater. In the event of termination or resignation from employment, Employee shall be entitled to compensation for one hundred percent of accumulated and unused administrative leave days, up to the maximum that may be accumulated.

D. In the event Employee's employment is terminated, either voluntarily or involuntarily, Employee shall be compensated for all accrued vacation, sick., and holiday leave at Employee's then-current monthly salary rate, in accordance with the policy established by City Council resolution for management employees. Alternatively, if allowed by CalPERS, Employee may apply those accrued leave balances toward service credit for retirement purposes.

E. Employee shall receive the same paid holidays, floating holidays, and birthday holiday and shall be entitled to the same bereavement leave as management employees, as established by resolution of the City Council.

SECTION 6 AUTOMOBILE ALLOWANCE

Consistent with the Second Amended Agreement, Employee shall be provided a monthly automobile allowance of $450 for an eco-friendly vehicle in exchange for making a vehicle available for the City Manager's own use and for City-related business and/or functions during, before, and after normal work hours. By the City Manager making the City Manager's personal automobile available for use, the City Manager is not precluded from using City vehicles for City business during, before, and after the normal workday on occasion, when appropriate.

SECTION 7 RETIREMENT

A. Employer agrees to enroll Employee into the California Public Employees Retirement System ("**CalPERS**") in accordance with applicable CalPERS law and the City's contract with CalPERS.

B. Under Government Code Section 20636(c), the City has elected to report the value of employer-paid member contributions ("**EPMC**") to CalPERS as additional compensation.

C. ~~This First Amended Agreement incorporates Addendum No. 1 to the Agreement.~~ Consistent with ~~Addendum No. 1~~the First Amended Agreement, Employee shall

reimburse the City an additional three percent (3.0%) of the Employer's retirement contribution required by CalPERS.

D. For the purposes of reporting to CalPERS reporting, to the extent permitted by CalPERS, the City shall incorporate into the reported base pay as compensation earnable all payments to the City Manager for the following: Base Salary, pay for performance, incentive payments, cafeteria plan contributions, City-paid employee portion of payments to CalPERS, and deferred compensation.

E. Effective January 1, 2025, City agrees to contribute the maximum sum allowed by law into City Manager's 457 deferred compensation account with MissionSquare Retirement including any pre-retirement incentives. This maximum amount shall not include any Special 457(b) "last 3- year catch-up" deferrals. Such contribution shall be pro-rated equally and shall be paid per City practice across pay periods yearly.

SECTION 8 GENERAL BUSINESS EXPENSES.

A. Employer appreciates the importance of Employee's participation and leadership in leading professional organizations. In its discretion, Employer shall budget for and pay travel and subsistence expenses of Employee for professional and official travel, meetings, courses, institutes, and seminars to continue her professional development and to adequately pursue necessary official and other functions on behalf of Employer, including but not limited to, the annual conference of the League of California Cities, the International City/County Management Association ("**ICMA**"), California City Management Foundation, and such other regional, state, and local governmental groups and committees. The City supports Pinkos's contribution to her profession through her service to ICMA and other professional organizations and acknowledges the benefits to the City.

B. Employer acknowledges the value of having Employee, at Employer's discretion, participate and be directly involved in local or regional clubs, associations, and organizations necessary and desirable for Employee's continued professional participation, growth and advancement, and for the good of Employer. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable Employee to become an active member in local civic clubs or organizations.

C.. The City shall pay the premium on any bond that Employee is required to provide pursuant to California law and the El Cerrito Municipal Code.

SECTION 9 TERMINATION

A. Employee is an at-will employee who shall serve at the pleasure of the City Council. The City Council may terminate Employee's employment at any time, subject to any

restrictions in the City Charter, with or without cause. Nothing in this Third ~~First~~ Amended Agreement is intended to, or does, confer upon Employee any right to any property interest in continued employment or any due process rights of any kind.

B. For the purpose of this Third~~First~~ Amended Agreement, termination shall occur when the majority of the governing body votes to terminate the Employee at a duly authorized closed or open meeting.

C. Employee's employment shall not be terminated during the 90-day period preceding or following any City election for membership on the City Council; during the 90-day period following the appointment of incumbent members of the City Council in lieu of an election; or during the 90-day period following any change in membership of the City Council.

SECTION 10 SEVERANCE

A. Employee shall be entitled to severance pay of a lump sum payment equal to twelve (12) months' Base Salary in the event that City either terminates Employee's employment without cause or provides notice of nonrenewal of this Third~~First~~ Amended Agreement, consistent with the provisions of Section 9. In the event that the Parties mutually agree that Employee will thereafter continue employment as City Manager, the severance payment to Employee shall be reduced as provided for in Section 9. The severance under this Third~~First~~ Amended Agreement shall be subject to the restrictions set forth in Government Code section 53260. ~~-~~Said payment of severance pay shall be conditioned upon Employee signing a waiver and release agreement forever releasing and waiving any and all claims against the City in a form acceptable to the City. Employee shall receive the severance payment in a lump sum payment minus all applicable deductions fifteen (15) business days after execution of the waiver and release agreement. Employee shall not receive any severance payments if she resigns, is terminated for cause, or if a waiver and release agreement is not executed by the parties.

B. In the event City terminates Employee's employment without cause, Employer shall extend to Employee the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 ("**COBRA**"). Employer agrees to pay Employee's COBRA coverage for the same number of months for which the Employee is entitled to severance pay under this Section, or until the Employee either secures full-time employment or obtains other health insurance, whichever of these ~~three~~ events first occurs. Employee shall notify Employer within five days of securing new full-time employment or insurance.

C. This Section does not confer any property rights on Employee, as she remains an at-will employee. If Employer terminates Employee's employment for cause (also terminating this Third~~First~~ Amended Agreement), Employee shall not be entitled to any additional compensation or payment, including severance, but shall be entitled only to accrued base salary and vacation pay, and any other accrued and unused benefit allowances according

to their terms. The phrase "termination for cause" only pertains to Employee's eligibility for severance as described in this Section. A "termination for cause" for purposes of severance includes only the following:

1. Conviction of, or plea of guilty or nolo contendere to, any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the City or on the Employee's reputation.

2. Proven failure of the Employee to observe or perform any of her duties and obligations, if that failure continues for a period of thirty (30) business days from the date of receipt of notice from the City Council specifying the acts or omissions deemed to amount to that failure.

3. Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4.

4. Repeated failure to carry out a directive or directives of the City Council made by the City Council as a body at a Brown Act compliant meeting.

5. Any grossly negligent action or inaction by Employee that materially and adversely: (a) impedes or disrupts the operations of City or its organizational units; (b) is detrimental to employees or public safety; or (c) violates City's properly-established rules or procedures.

6. Repeated and protracted unexcused absences from the City Manager's office and duties.

D. Pursuant to Government Code section 53243.2, any cash settlement related to the termination of this Third~~First~~ Amended Agreement received by Employee from Employer shall be fully reimbursed to City if Employee is convicted of a crime involving an abuse of her office or position as defined in California Government Code section 53243.4.

E. In the event City terminates City Manager for cause, City and City Manager agree that neither Party shall make any written or oral statements to members of the public or the press concerning City Manager's termination except in the form of a joint press release which is mutually agreeable to both Parties. The joint press release shall not contain any text or information that would be disparaging to either Party. Additionally, either Party may verbally repeat the substance of any such press release in response to inquiries by members of the press or public.

SECTION 11 RESIGNATION AND RETIREMENT

A. In the event that Employee voluntarily resigns her position with Employer or retires from her position, Employee shall provide a minimum of ninety (90) days' advance written notice unless the parties agree otherwise.

B. In the event that the City Council, by majority vote in open or closed session, asks Employee to resign, Employee shall be entitled to resign and still receive the severance benefits provided in Section 10 above.

SECTION 12 PERFORMANCE EVALUATION

Annual performance evaluations are an important way for the City Council and the City Manager to ensure effective communications about expectations and performance. City Council and Employee shall meet at least annually before the end of each calendar year but no later than the succeeding January, unless the parties agree to a different schedule. The City Council, in consultation with the Employee, may define goals and performance objective for the position of City Manager as the City Council determines are necessary for the proper operation of the City. If either City Council or the City Manager requests it, a professional facilitator may be hired to assist in the performance evaluation process. The City Council and Employee may establish a relative priority among the goals and performance objectives. The City Council may consider the goals and performance objectives in making compensation decisions for Employee, taking into account available time, annual operating budgets, and appropriations.

SECTION 13 HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside the normal office hours on business for Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

SECTION 14 OUTSIDE ACTIVITIES

A. The employment provided for by this Third~~First~~ Amended Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to Employer and the community, Employee may elect, with the prior written approval of the Mayor, and written notification to the full City Council, to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with her responsibilities under this Third ~~First~~ Amended Agreement.

B. The Parties acknowledge that Pinkos is a member of ICMA. The Parties mutually desire that Pinkos be subject to and comply with the ICMA Code of Ethics. A copy of the current version of the ICMA Code of Ethics is attached to this Third~~First~~ Amended Agreement as **Attachment A**. The City and the City Council agree that neither the City Council nor any of its members will give Pinkos any order, direction, or request that would require her to violate the ICMA Code of Ethics, as they exist as of the Effective Date of this Third ~~Second~~~~First~~ Amended Agreement or as they may be amended in the future.

SECTION 15 INDEMNIFICATION

City shall defend, hold harmless, and indemnify Employee, using legal counsel of City's choosing, in any action or proceeding alleging an act or omission within the scope of Employee's employment. The defense provided by City under this section shall extend until a final determination of all issues in the action or proceeding. In the event that there is a conflict of interest between City and Employee, such that independent counsel is required for Employee, Employee may engage her own legal counsel, and City shall indemnify Employee, including direct payment of all reasonable fees and costs of Employee's legal counsel. Notwithstanding anything to the contrary in this ~~First~~ Third Amended Agreement, in accordance with California Government Code section 825(a), Employer reserves the right to not pay any judgment, compromise, or settlement subject to that section if it is established that the action or proceeding arose out of an act or omission that did not occur within the scope of Employee's employment pursuant to this ~~First~~ Third Amended Agreement. Further, notwithstanding anything to the contrary in this ~~First~~ Third Amended Agreement, Employer reserves the right to refuse to provide for the defense of Employee for the reasons set forth in California Government Code section 995.2 or other applicable provisions of law. Any City funds provided for the legal criminal defense of Employee shall be fully reimbursed in accordance with California Government Code section 53243.1 if Employee is convicted of a crime involving an abuse of her office or position as defined in California Government Code section 53243.4.

SECTION 16 ABUSE OF OFFICE

Government Code sections 53243, 53243.1, 53243.2, and 53243.3 are incorporated by this reference as if fully set forth herein.

SECTION 17 OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this ~~First~~ Third Amended Agreement, the El Cerrito Charter or any other law.

SECTION 18 NOTICES

Any notice to either Party shall be in writing and given by delivering the same to such Party in person; by sending the same by registered mail, return receipt requested, with postage prepaid; or by email, to the following addresses:

EMPLOYER: City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530
ATTN:
Email:

EMPLOYEE: Karen Pinkos
[redacted]
El Cerrito CA 94530

Either Party may change its mailing address at any time by giving 10 days' written notice to the other party. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the United States Postal Service. Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00 p.m. on a regular business day or else on the next business day.

SECTION 19 GENERAL PROVISIONS

A. Integration. This Third~~First~~ Amended Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Third~~Second First~~ Amended Agreement. The parties by mutual written agreement may amend any provisions of this Third~~Second First~~ Amended Agreement during the life of this Third ~~Second First~~ Amended Agreement. Such amendments shall be incorporated and made a part of this Third~~Second First~~ Amended Agreement.

B. Binding Effect. This Third~~First~~ Amended Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Third ~~First~~ Amended Agreement shall become effective on January 1, 2025~~December 1, 2020XX~~ (the "**Effective Date**").

D. Severability. The invalidity or partial invalidity of any portion of this Third~~First~~ Amended Agreement will not affect the validity of any other provision. In the event that any provision of this Third ~~First~~ Amended Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties.

E. Survivability. Any provision of this Third ~~First~~ Amended Agreement that imposes an obligation after termination or expiration of this Third ~~First~~ Amended Agreement shall survive such termination or expiration and be binding on the Parties.

F. Amendments. This Third ~~First~~ Amended Agreement may be amended at any time by mutual agreement of the City and Pinkos. An amendment shall not constitute termination of Pinkos or of this Third ~~First~~ Amended Agreement. Any amendments must be in writing and approved by the City Council.

IN WITNESS WHEREOF the CITY OF EL CERRITO, a municipal corporation, has authorized the execution of this Third~~First~~ Amended Agreement in duplicate by its Mayor and attestation by its City Clerk under authority of Resolution No 2020- adopted by the Council of the City of EL CERRITO on the __ day of __, 2024~~0~~, and EMPLOYEE has caused this Third ~~First~~ Amended Agreement to be duly executed.

CITY OF EL CERRITO,
a municipal corporation

By: ~~Gregory B. Lyman,~~Tessa Rudnick, Mayor

ATTEST:

By: Holly Charléty, City Clerk

APPROVED AS TO FORM:

By: Sky Woodruff, City Attorney

EMPLOYEE

By: Karen Pinkos

~~3633429.1~~

SUPPLEMENTAL AGENDA MATERIALS
CITY COUNCIL MEETING
December 3, 2024
(revised December 4, 2024)

1. **Public Comments (Not on the Agenda and Consent Calendar)**

2. **Agenda Item No. 6.B. – Annual Real Property Transfer Tax Presentation**
   a. Presentation
   b. Public Comments

3. **Agenda Item No. 8.A. - Proposed East Bay Sanitary Garbage & Organic Waste Collection and Post-Collection Rates and Integrated Waste Management Fees – Effective January 1, 2025**
   a. Presentation

4. **Agenda Item No. 9.C. – Adopt a Resolution to Approve a Third Amendment to City Manager Employment Agreement**
   a. ICMA Code of Ethics

CITY HALL 10890 San Pablo Avenue, El Cerrito, CA 94530
Telephone (510) 215-4305 Fax (510) 215-4379 http://www.el-cerrito.org

From: Cordell Hindler
To: City Clerk
Subject: public comments
Date: Saturday, November 30, 2024 3:13:10 PM

Caution! This message was sent from outside your organization.

Hello Mayor Rudnick, Council Members and Staff,

I AM submitting the Following Comments into the Record:

1. I am in Full Support of Item D. on the Consent Calendar

2. also I am concerned about the Ports in the Bay Area, Especially in Oakland and San Francisco, and I would Hope that the council should look into having Danny Wan or someone to present on the Port

Sincerely
Cordell

From: Ira Sharenow
To: Holly Charléty; City Clerk
Subject: December 3, 2024 council meeting. Not on the agenda
Date: Sunday, December 1, 2024 9:18:14 AM

Caution! This message was sent from outside your organization.

I just checked out the Albany finance pages. It sure looks like their website is way more organized and informative than El Cerrito's. I hope that the council will look to make improvements.

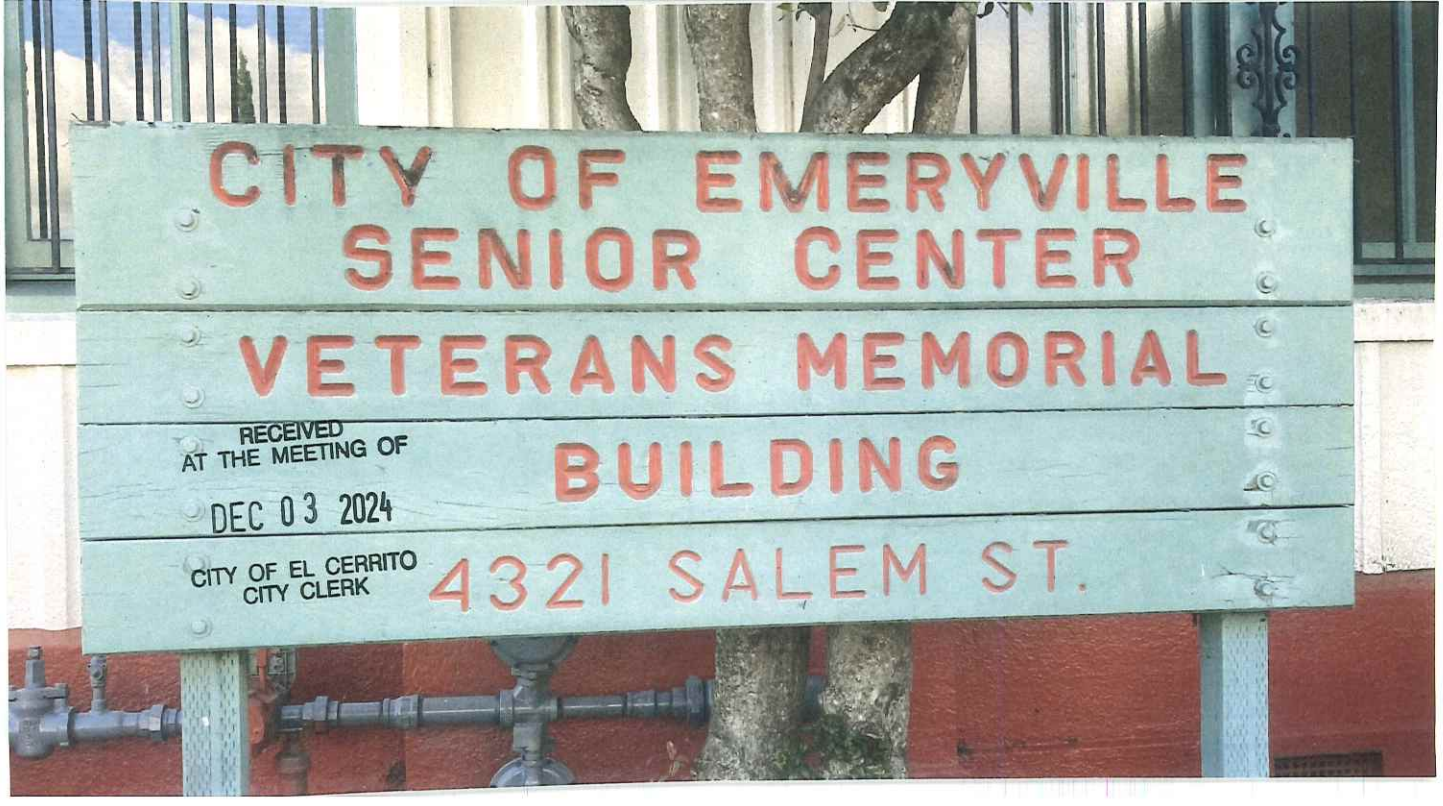
Also, I noticed that another FAB meeting was canceled. Is there any thought to disbanding FAB as the council does not pay any attention to FAB and the members struggle to obtain a quorum?

https://el-cerrito.org/Archive.aspx?AMID=62

https://www.albanyca.org/departments/finance/financial-reports

https://www.albanyca.org/home/showpublisheddocument/56525/638612170309800000

Ira Sharenow
El Cerrito, CA



RECEIVED
AT THE MEETING OF
DEC 03 2024
CITY OF EL CERRITO
CITY CLERK

From:	Greg Lyman
To:	Greg Lyman
Cc:	Holly Charléty; Karen Pinkos
Subject:	Sundar Shadi Holiday Display 2024
Date:	Tuesday, December 3, 2024 12:39:03 PM

Caution! This message was sent from outside your organization.

Hi Mayor and Council Members,

I am unable to attend the meeting tonight.

I provided postcards and donation envelopes at lobbies of City Hall and the Community Center to remind the public about the Display. It will be up starting on Saturday 12/14 through Thursday December 26th. The lights and music will play from 5PM to 9PM.

On Saturday 12/14 we will be lighting the display in honor of Jane Bartke at 5PM. You are invited to join us.

If one of you announces this, please remind volunteers they can go to the website to sign-up to help. https://shadiholidaydisplay.com/

Sincerely,

Greg Lyman

Real Property Transfer Tax Rebate Program Annual Report

City of El Cerrito

Presented by the Community Development Department

December 3, 2024

THE CITY OF EL CERRITO

Overview

- Since January 14, 2019, property sales in El Cerrito are subject to a Real Property Transfer Tax (RPTT) equal to 1.2% of the sales price. Ordinance 2018-03
- *Rebate*: Qualifying seismic upgrades and energy or water conservation projects may be eligible for a rebate of up to 1/3 of the of the tax paid
  - ✓ Work must be completed within one year of the transfer (exceptions allowed)
  - ✓ List of qualifying improvements and application form at

www.el-cerrito.org/rebate

THE CITY OF EL CERRITO

RPTT Statistics To Date

2019 – To Date	Totals	Notes
Total Amount of Transfer Tax collected	**$25,302,943**	From Finance
Total # of Properties Sold	**362**	
Total Number of Rebates Requested	**93**	
Total Amount of Rebates (To Date)	**$386,173**	Approx 1.5% of Total Tax Collected
Total Estimated Value of Improvements (To Date)	**$1,625,985**	From Building Permit Valuation

THE CITY OF EL CERRITO

ENERGY REBATES

Type of work	Cost of Work	# of projects	Total Rebate Amount
Water Heater Upgrades 82% AFUE or Better	**$77,713**	9 *(8 tankless and one heat pump)*	**$35,054**
Door and Windows Upgrades	**$129,410**	8 *(U Factor of .32 or better)*	**$29,744**
Higher Efficiency Built-In Appliances	**$36,595**	3	**$12,396**
Wall and Attic Insulation	**$14,000**	2	**$9,964**
Reroof "Cool Roof"	**$98,149**	9	**$30,966**

THE CITY OF EL CERRITO

ENERGY REBATES

Type of work	Cost of Work	# of projects	Total Rebate Amount
Replace older natural gas heating units with high efficiency units 80% or better	**$49,683**	5 *(all 5-gas to gas but better AFUE)*	**$13,900**
Replace old natural gas electric heating and cooling with heat pumps	**$71,905**	5 *(heat pump systems)*	**$16,970**
Permanently installed electric vehicle charging station	**$9,528**	5	**$8,385**
Installation of solar electric and or solar thermal system	**$256,512**	14 *(all electric no thermal)*	**$42,903**

THE CITY OF EL CERRITO

ENERGY REBATES

TOTAL COST OF WORK FOR ENERGY EFFICIENCY: $743,495

REBATES: $200,282

THE CITY OF EL CERRITO

SEISMIC/OTHER REBATES

Type of work	Cost of Work	# of projects	Total Rebate Amount
Approved and Permitted Seismic Strengthening Plan Set A	$778,070	38	$167,731
Replacement/Repair of Foundation	$95,120	2	$15,260
Installation of Shear or Braced Walls (Licensed Engineer)	$9,300	2	$2,900

THE CITY OF EL CERRITO

SEISMIC/OTHER REBATES

TOTAL COST OF WORK FOR SEISMIC UPGRADES: $882,490

REBATES: $185,891

THE CITY OF EL CERRITO

Questions?

Thank you!

THE CITY OF EL CERRITO

From: Howdy Goudey
To: City Clerk
Subject: Public comment for item 6B, RPTT presentation
Date: Tuesday, December 3, 2024 3:13:03 PM

Caution! This message was sent from outside your organization.

Dear City Council,

I appreciate this report on the Real Property Transfer Tax (RPTT) rebates. It is very thorough and informative.

However, at the time of the Council adoption of the Climate Action and Adaptation Plan (CAAP) in early summer, Council provided direction to swiftly bring back an update of the RPTT rebate that is consistent with the CAAP. This written report makes no reference to an expected update, nor schedule.

As this report shows, more than 10% of the rebates (by number and by dollars) have gone to installing new gas appliances, which is not consistent with the CAAP goals. The adopted CAAP, and subsequents recommendations of the EQC, have provided input on how to the update of the RPTT rebate program.

Please reiterate your direction to get the RPTT update on your agenda and please get an update on expected timing.

Thank you for your time and attention,

Howdy Goudey
El Cerrito, CA

Public Hearing:
Proposed East Bay Sanitary Rates & Integrated Waste Management Fees

Effective January 1, 2025

Presentation to City Council
December 3, 2024

R3 CONSULTING GROUP, INC.

THE CITY OF EL CERRITO

Agenda

- El Cerrito’s Solid Waste Services
- 2025 Rate Changes
- Zero Emission Vehicles
- Accomplishments & Objectives
- Requested Council Actions

Requested Council Actions

Conduct a public hearing and upon conclusion:

- Adopt a resolution establishing maximum allowable East Bay Sanitary (EBS) garbage and organic waste collection and post-collection rates, effective January 1, 2025.
- Adopt a resolution fixing and setting Integrated Waste Management (IWM) Fees effective January 1, 2025.

El Cerrito's Solid Waste Services

(1) Integrated Waste Management (IWM): Curbside Recycling, Recycling Center & Compliance

(2) East Bay Sanitary (EBS): Garbage and Organic Waste Collection

(3) RecycleMore and Republic: Post-Collection Services

2025 Solid Waste Rates

- Residential rates are proposed to increase by 3.75% to 4.47%
- Commercial rates are proposed to increase by 3.75% to 4.73%
- Please refer to Attachment 3 of the Staff Report for the rates of specific / additional services

2025 Residential Rates

Proposed Monthly Rates for Residential Customers

Garbage Container Size	EBS Collection (2025)	Post-Collection (2025)	IWM Fee (2025)	TOTAL Monthly 2025	TOTAL Monthly 2024	Monthly Change
20 Gallon Cart	$ 23.61	$ 6.36	$ 21.82	**$ 51.79**	**$ 49.89**	$ 1.90
35 Gallon Cart	$ 33.20	$ 11.15	$ 23.86	**$ 68.21**	**$ 65.31**	$ 2.90
64 Gallon Cart	$ 66.40	$ 22.29	$ 46.77	**$ 135.46**	**$ 129.67**	$ 5.79

2025 Commercial and Multi-Family Rates

Proposed Monthly Rates for Commercial/Multi-family Customers

Garbage Container Size	EBS Collection (2025)	Post-Collection (2025)	IWM Fee (2025)	TOTAL Monthly 2025	TOTAL Monthly 2024	Monthly Change
20 Gallon Cart	$ 25.73	$ 6.36	$ 21.82	**$ 53.91**	**$ 51.96**	$ 1.95
35 Gallon Cart	$ 36.12	$ 11.15	$ 23.86	**$ 71.13**	**$ 68.17**	$ 2.96
64 Gallon Cart	$ 72.25	$ 22.29	$ 46.77	**$ 141.31**	**$ 135.41**	$ 5.90
1 Cubic Yard (Loose)	$ 237.77	$ 64.48	$ 168.57	**$ 470.82**	**$ 453.18**	$ 17.64
2 Cubic Yards (Loose)	$ 459.23	$ 128.92	$ 337.13	**$ 925.29**	**$ 890.00**	$ 35.28

Zero Emission Vehicles (ZEV) Update

- El Cerrito must electrify its recycling truck fleet under the California Air Resources Board Advanced Clean Fleets regulation
- Zero emission waste vehicles just becoming available
- Republic launched its first EV fleet in Louisville last month
- Republic zero emissions vehicles proprietary, not yet available to non-customers
- The City of San Pablo included electric vehicle deployment with Republic in recently approved franchise agreement; staff will track deployment

City ZEV Transition Approach

- Learn from peers' beta test of new technology
  - Potential risks include service disruption, vehicles out of commission, recalls, need to replace vehicles
  - Establish baseline for battery range, battery depletion rate (especially on hills), spare ratio, operator behavior
- Allow market to stabilize, costs to decline, technologies to standardize, companies to identify technical problems, and develop repair solutions, train mechanics
- Develop City Fleet Electrification Transition Plan including modelling energy demand, infrastructure siting and construction, driver training

Funding Plan for ZEV Purchases

- Zero emission solid waste trucks cost approximately ~$1 M per vehicle today (2024), not including the cost of installing charging infrastructure, and the cost of the electricity
- Proposed 2025 EBS Rates and IWM Fees are projected to generate $335,000 (~$167,500 each for EBS and City IWM) which will accumulate to fund one ZEV starting after 3 years (estimated 2027-2028)

Recent Accomplishments

- Curbside routing software implementation – Hauler Hero
- Top location for food donations to Solano and Contra Costa Food Bank
- Increased compost giveaways from once to twice a month in peak season
- Awarded SB1383 Local Assistance Grant
- Awarded MTC Grant for Fleet Electrification Transition Planning

2025 Waste Objectives

- New Post Collection Agreement January 2026
- ZEV Fleet Transition Planning
- Continue Implementing SB 1383 and all Provisions of the New Franchise Agreement
- Evaluate additional FTE to support Recycling & Environmental Resource Center

Requested Council Actions

Conduct a public hearing and upon conclusion:

- Adopt a resolution establishing maximum allowable East Bay Sanitary (EBS) garbage and organic waste collection and post-collection rates, effective January 1, 2025.
- Adopt a resolution fixing and setting Integrated Waste Management (IWM) Fees effective January 1, 2025.

Questions and Comments

ICMA Code of Ethics with Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in April 2023. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in June 2023.

The mission of ICMA is to advance professional local government through leadership, management, innovation, and ethics. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

Tenet 1. We believe professional management is essential to effective, efficient, equitable, and democratic local government.

Tenet 2. Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.

GUIDELINE

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities in order to uphold local government professionalism.

Tenet 3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

GUIDELINES

Public Confidence. Members should conduct themselves so as to maintain public confidence in their position and profession, the integrity of their local government, and in their responsibility to uphold the public trust.

Length of Service. For chief administrative/executive officers appointed by a governing body or elected official, a minimum of two years is considered necessary to render a professional service to the local government. In limited circumstances, it may be in the best interests of the local government and the member to separate before serving two years. Some examples include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or significant personal issues. It is the responsibility of an applicant for a position to understand conditions of employment, including expectations of service. Not understanding the terms of employment prior to accepting does not justify premature separation. For all members a short tenure should be the exception rather than a recurring experience, and members are expected to honor all conditions of employment with the organization.

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Appointment Commitment. Members who accept an appointment to a position should report to that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time. However, once a member has accepted a formal offer of employment, that commitment is considered binding unless the employer makes fundamental changes in the negotiated terms of employment.

Credentials. A member's resume for employment or application for ICMA's Voluntary Credentialing Program shall completely and accurately reflect the member's education, work experience, and personal history. Omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a position should show professional respect for persons formerly holding the position, successors holding the position, or for others who might be applying for the same position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report possible violations to ICMA. In reporting the possible violation, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members shall not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position that has an incumbent who has not announced his or her separation or been officially informed by the appointive entity that his or her services are to be terminated. Members should not initiate contact with representatives of the appointive entity. Members contacted by representatives of the appointive entity body regarding prospective interest in the position should decline to have a conversation until the incumbent's separation from employment is publicly known.

Relationships in the Workplace. Members should not engage in an intimate or romantic relationship with any elected official or board appointee, employee they report to, one they appoint and/or supervise, either directly or indirectly, within the organization.

This guideline does not restrict personal friendships, professional mentoring, or social interactions with employees, elected officials and Board appointees.

Influence. Members should conduct their professional and personal affairs in a manner that demonstrates that they cannot be improperly influenced in the performance of their official duties.

Conflicting Roles. Members who serve multiple roles – either within the local government

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organization or externally – should avoid participating in matters that create either a conflict of interest or the perception of one. They should disclose any potential conflict to the governing body so that it can be managed appropriately.

Conduct Unbecoming. Members should treat people fairly, with dignity and respect and should not engage in, or condone bullying behavior, harassment, sexual harassment or discrimination on the basis of race, religion, national origin, age, disability, gender, gender identity, or sexual orientation.

Tenet 4. Serve the best interests of all community members.

GUIDELINES

Effects of Decisions. Members should inform the appropriate elected or appointed official(s) of a decision's anticipated effects on community members.

Promote Equity. Members should ensure fairness and impartiality in accessing programs and services and in the enforcement of laws and regulations. Members should assess and propose solutions to strive to eliminate disparities.

Tenet 5. Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.

Tenet 6. Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.

Tenet 7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

GUIDELINES

Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members shall not participate in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office, or accept appointment to an elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

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Elections. Members share with their fellow citizens the right and responsibility to vote. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections relating to the Form of Government. Members may assist in preparing and presenting materials that explain the form of government to the public prior to a form of government election. If assistance is required by another community, members may respond.

Presentation of Issues. Members may assist their governing body in the presentation of issues involved in referenda such as bond issues, annexations, and other matters that affect the government entity's operations and/or fiscal capacity.

Personal Advocacy of Issues. Members share with their fellow citizens the right and responsibility to voice their opinion on public issues. Members may advocate for issues of personal interest only when doing so does not conflict with the performance of their official duties.

Tenet 8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

GUIDELINES

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

Tenet 9. Keep the community informed on local government affairs. Encourage and facilitate active engagement and constructive communication between community members and all local government officials.

GUIDELINE

Engagement. Members should ensure community members can actively engage with their local government as well as eliminate barriers and support involvement of the community in the governance process.

Tenet 10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

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GUIDELINE

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

Tenet 11. Manage all personnel matters with fairness and impartiality.

GUIDELINE

Diversity and Inclusion. It is the member's responsibility to recruit, hire, promote, retain, train, and support a diverse workforce at all levels of the organization.

Tenet 12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

GUIDELINES

Gifts. Members shall not directly or indirectly solicit, accept or receive any gift if it could reasonably be perceived or inferred that the gift was intended to influence them in the performance of their official duties; or if the gift was intended to serve as a reward for any official action on their part.

The term "Gift" includes but is not limited to services, travel, meals, gift cards, tickets, or other entertainment or hospitality. Gifts of money or loans from persons other than the local government jurisdiction pursuant to normal employment practices are not acceptable.

Members should not accept any gift that could undermine public confidence. De minimus gifts may be accepted in circumstances that support the execution of the member's official duties or serve a legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

The guideline is not intended to apply to normal social practices, not associated with the member's official duties, where gifts are exchanged among friends, associates and relatives.

Investments in Conflict with Official Duties. Members should refrain from any investment activity which would compromise the impartial and objective performance of their duties. Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict of interest, in fact or appearance, with their official duties.

In the case of real estate, the use of confidential information and knowledge to further a member's personal interest is not permitted. Purchases and sales which might be

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interpreted as speculation for quick profit should be avoided (see the guideline on "Confidential Information"). Because personal investments may appear to influence official actions and decisions, or create the appearance of impropriety, members should disclose or dispose of such investments prior to accepting a position in a local government. Should the conflict of interest arise during employment, the member should make full disclosure and/or recuse themselves prior to any official action by the governing body that may affect such investments.

This guideline is not intended to prohibit a member from having or acquiring an interest in or deriving a benefit from any investment when the interest or benefit is due to ownership by the member or the member's family of a de minimus percentage of a corporation traded on a recognized stock exchange even though the corporation or its subsidiaries may do business with the local government.

Personal Relationships. In any instance where there is a conflict of interest, appearance of a conflict of interest, or personal financial gain of a member by virtue of a relationship with any individual, spouse/partner, group, agency, vendor or other entity, the member shall disclose the relationship to the organization. For example, if the member has a relative that works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members shall not disclose to others, or use to advance their personal interest, intellectual property, confidential information, or information that is not yet public knowledge, that has been acquired by them in the course of their official duties.

Information that may be in the public domain or accessible by means of an open records request, is not confidential.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, marketing materials, social media, or other documents, whether the

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member is compensated or not for the member's support. Members may, however, provide verbal professional references as part of the due diligence phase of competitive process or in response to a direct inquiry.

Members may agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.
Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

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