



AGENDA

CITY COUNCIL MEETING
Tuesday, December 4, 2018 – 7:00 p.m.
City Council Chambers

Meeting Location
El Cerrito City Hall
10890 San Pablo Avenue, El Cerrito

Gabriel Quinto – Mayor

Mayor Pro Tem Rochelle Pardue-Okimoto
Councilmember Paul Fadelli

Councilmember Janet Abelson
Councilmember Greg Lyman

7:00 p.m. ROLL CALL - CONVENE REGULAR CITY COUNCIL MEETING

- 1. PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF MOMENT OF SILENCE – Mayor Pro-Tem Pardue-Okimoto**
- 2. 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.
- 3. ORAL COMMUNICATIONS FROM THE PUBLIC**
All persons wishing to speak should sign up with the City Clerk. Remarks are typically limited to 3 minutes per person. The Mayor may reduce the time limit per speaker depending upon the number of speakers. Kindly state your name and city of residence for the record. 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 are taken up at the time the City Council deliberates each action item. Individuals wishing to comment on any closed session scheduled after the regular meeting may do so during this public comment period or after formal announcement of the closed session.

4. ADOPTION OF THE CONSENT CALENDAR

A. Results of the November 6, 2018 General Municipal Election

1. Adopt Resolution No. 2018-63 declaring and confirming the results of the November 6, 2018 General Municipal Election and declaring the election of Gabriel Quinto and Janet Abelson to the office of City Council and the passage of Measure V – Charter City and Real Property Transfer Tax.
2. Adopt Ordinance No. 2018-03, authorizing a Tax on the Transfer of Real Property, and adding Chapter 4.64 – Real Property Transfer Tax to the Municipal Code as approved by the voters at the November 6, 2018 General Municipal Election.

B. Proclamation Honoring Tom Torlakson

Approve a Proclamation honoring Tom Torlakson for his many years of public service.

C. Proclamation Honoring City Manager Scott Hanin

Approve a Proclamation honoring City Manager Scott Hanin for his many years of public service.

D. Proclamation Honoring Fire Chief Lance Maples

Approve a Proclamation honoring Fire Chief Lance Maples for his many years of public service.

E. Minutes

Approve the Minutes for the meetings of November 14, 2018.

F. Landscape Maintenance Service Agreements

Adopt a Resolution authorizing the City Manager to execute the following Agreements to provide Landscape Maintenance Services for the City's building grounds, street medians, streetscapes, Ohlone Greenway and Cerrito Creek Pathway for a period of three years, with an option to annually extend for two years.

1. Coast Landscape Management LLC in an amount not to exceed \$65,000 and \$130,000 in Fiscal Years 2018-19 and FY 2019-20 respectively, and thereafter contingent upon funding being appropriated in future City budgets.
2. New Image Landscape Company in an amount not to exceed \$27,500 and \$55,000 in FY 2018-19 and FY 2019-20 respectively, and thereafter contingent upon funding being appropriated in future City budgets.

5. SWEARING IN OF NEWLY ELECTED OFFICIALS

A. Oath of Office and Presentation of Certificates of Election

The Oaths of Office will be administered to incumbents Gabriel Quinto and Janet Abelson re-elected to the City Council for terms ending December 2022.

B. Comments from Re-Elected Members of the Council

6. PUBLIC HEARINGS – None

7. POLICY MATTERS

A. City Council Reorganization

The City Council will elect a Mayor and Mayor Pro-Tempore to serve a term of one year.

B. Memorandum of Understanding with Public Safety Management Group – Fire Chief

Adopt a Resolution authorizing the City Manager to execute a Memorandum of Understanding (MOU) between the City and the Public Safety Management Group – Fire Chief.

8. CITY COUNCIL LOCAL & REGIONAL LIAISON ASSIGNMENTS

Mayor and City Council communications regarding local and regional liaison assignments and committee reports.

9. ADJOURN REGULAR CITY COUNCIL MEETING

The next regularly scheduled City Council meeting is Tuesday, December 18, 2018 at 7:00 p.m. in the City Council Chambers, 10890 San Pablo Avenue, El Cerrito.

The City of El Cerrito serves, leads and supports our diverse community by providing exemplary and innovative services, public places and infrastructure, ensuring public safety and creating an economically and environmentally sustainable future.

- Council Meetings can be heard live on FM Radio, KECG – 88.1 and 97.7 FM and viewed live on Cable TV - KCRT- Channel 28 and AT&T Uverse Channel 99. The meetings are rebroadcast on Channel 28 the following Thursday and Monday at 12 noon, except on holidays. Live and On-Demand Webcast of the Council Meetings can be accessed from the City's website <http://www.el-cerrito.org/streamingmedia>. Copies of the agenda bills and other written documentation relating to items of business referred to on the agenda are on file and available for public inspection in the Office of the City Clerk, at the El Cerrito Library and posted on the City's website at www.el-cerrito.org prior to the meeting.
- In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk, (510) 215-4305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title I).
- ***The Deadline for agenda items and communications*** is eight days prior to the next meeting by 12 noon, City Clerk's Office, 10890 San Pablo Avenue, El Cerrito, CA. Tel: 215–4305 Fax: 215–4379, email cityclerk@ci.el-cerrito.ca.us
- IF YOU CHALLENGE A DECISION OF THE CITY COUNCIL IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE COUNCIL MEETING. ACTIONS CHALLENGING CITY COUNCIL DECISIONS SHALL BE SUBJECT TO THE TIME LIMITATIONS CONTAINED IN CODE OF CIVIL PROCEDURE SECTION 1094.6.
- The City Council believes that late night meetings deter public participation, can affect the Council's decision-making ability, and can be a burden to staff. City Council Meetings shall be adjourned by 10:30 p.m., unless extended to a specific time determined by a majority of the Council.



AGENDA BILL

Agenda Item No. 4(A)

Date: December 4, 2018
To: Honorable Mayor and Members of the City Council
From: Sherry M. Kelly, Acting City Clerk
Subject: Declaring and Confirming the Results of the November 6, 2018 General Municipal Election and adopt a Tax on the Transfer of Real Property

ACTIONS REQUESTED

1. Adopt Resolution No. 2018-63 declaring and confirming the results of the November 6, 2018 General Municipal Election and declaring the election of Gabriel Quinto and Janet Abelson to the office of City Council and the passage of Measure V – Charter City and Real Property Transfer Tax.
2. Adopt Ordinance No. 2018-03, authorizing a Tax on the Transfer of Real Property, and adding Chapter 4.64 – Real Property Transfer Tax to the Municipal Code as approved by the voters at the November 6, 2018 General Municipal Election.

BACKGROUND

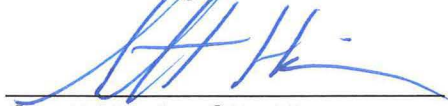
At the close of the candidate nomination period, two candidates qualified for two open seats on the City Council. The two candidates were incumbents Gabriel Quinto and Janet Abelson. The Contra Costa County Registrar of Voters has submitted to the City Clerk his official Certification as to the Results of the Canvass and the official Statement of Votes cast for the City of El Cerrito General Municipal Election held on November 6, 2018 and the City Clerk has prepared the Certification of Election Results.

The Resolution (Attachment 1) confirms the results of the November 6, 2018 Election and declares candidates elected to the office of City Council and the passage of Ballot Measure V – a measure to establish the City of El Cerrito as a Charter City and to approve an Ordinance establishing a Real Property Transfer Tax. The measure needed 50% of the votes to pass.

The Ordinance (Attachment 2) to authorize a tax on the Transfer of Real Property was approved by the voters at the November 6, 2018 General Municipal Election. This ordinance adds Chapter 4.64 – Real Property Transfer Tax to the City of El Cerrito's Municipal Code. The ordinance is effective ten

days after the City Council declares the results of the November 6, 2018 General Municipal Election. The tax authorized by the ordinance shall become operative upon the effective date of the Charter of the City of El Cerrito. The Charter will become effective upon the City Clerk filing documents with the Secretary of State.

Reviewed by:



Scott Hanin, City Manager

Attachments:

1. Resolution
Exhibit A – Certificate of Election and Statement of Results
2. Ordinance



**December 4, 2018
Regular City Council Meeting**

**Agenda 4(A)
Results of the November 6, 2018
General Municipal Election**

Attachments will be provided at the meeting

CITY HALL 10890 San Pablo Avenue, El Cerrito, CA 94523-3034
Telephone (510) 215-4305 Fax (510) 215-4319 <http://www.el-cerrito.org>

EL CERRITO CITY COUNCIL PROCLAMATION

Honoring Tom Torlakson

WHEREAS, Tom Torlakson's public service journey and passion for improving the minds and bodies of the youths of California led him from the classrooms in Contra Costa County as a science teacher and high school coach, to the Antioch City Council, the Contra Costa Board of Supervisors, the California State Senate and State Assembly, to State Superintendent of Public Instruction; and

WHEREAS, during his tenure in the California State Legislature, Tom acted to protect education funding, improve student nutrition and physical education, and ensure school safety. He also championed legislation to increase funding for textbooks, computers, and other instructional materials, and promoted efforts to close the digital divide, eliminate the achievement gap, and reduce the dropout rate; and

WHEREAS, in 1998 Tom authored legislation leading to the development of the largest system of after-school programs in the nation. In 2006, he authored the bill that led to a 300 percent expansion in these programs, so they now reach 4000 schools around the State. He authored the quality Education Improvement Act in 2006, which dedicates nearly \$3 billion to our lowest-performing schools. He also played a key role negotiating and authoring the \$9 billion Proposition 1A bond measure in 1998 which has led to public votes supporting over \$36 billion to build new schools and improve existing school buildings; and

WHEREAS, as the Chair and founder of the California Task Force on Youth and Workplace Wellness, Tom has been a leader on banning junk food from schools, providing healthier school meals, promoting student health and fitness and combating diabetes and obesity among children; and

WHEREAS, Tom has served two terms as the State Superintendent of Public Instruction and as the chief of California's public school system and leader of the California Department of Education. Superintendent Torlakson's efforts resulted in the largest overhaul of the state's school finance program in history, shifting over \$10 billion on an annual basis to meet the needs of California's low-income, English learner, and foster youth students. He also spearheaded the effort to bring over \$1.5 billion in new and innovative investments in Career Technical Education.

NOW THEREFORE, the City Council of the City of El Cerrito does hereby honor Tom Torlakson for his many years of public service and especially for his dedication to improving the education and well-being of the youths of California.

December 4, 2018

Gabriel Quinto, Mayor

***EL CERRITO CITY COUNCIL PROCLAMATION
HONORING CITY MANAGER SCOTT HANIN***

WHEREAS, Scott Hanin was appointed City Manager of the City of El Cerrito in March 2001; and

WHEREAS, under Scott's leadership, the City undertook many major projects that have transformed the City, including building our modern and attractive City Hall, the El Cerrito Swim Center, and our LEED Platinum Recycling Center; renovation of the Cerrito Theater; park and creek improvement projects, and numerous traffic, pedestrian, and bicycle improvements; the San Pablo Avenue Streetscape Project; and the Pothole Repair and Local Street Improvement and Maintenance Program which has ensured El Cerrito's streets are rated in the top tier level of best-paved streets in the entire Bay Area; and

WHEREAS, Scott has ensured the City's commitment to Public Safety of its residents, businesses, and visitors during his tenure, as the City continually reduced crime, launched the Police K-9 Program, made a prolonged positive impact on police-community relationships through our school resource officer program, implemented a City-wide paramedic program with minimal cost, and improved emergency services by overseeing effective emergency planning and creating the City's Emergency Operations Center in the new City Hall, and

WHEREAS, during Scott's seventeen years of leadership, he steered the City toward financial sustainability, as the City weathered the Great Recession with no interruption of services and minimal impact, and worked to secure the City's future and fulfilling the trust of El Cerrito voters with the effective implementation of successful ballot measures, including most recently Measure V that designates El Cerrito as a Charter City; and

WHEREAS, during Scott's tenure as City Manager, he appointed the entire executive leadership team, most of whom were promoted from within, putting in place a team of leaders for the future who will move the City forward while providing exemplary services necessary to our community; and

WHEREAS, Scott's legacy is the culture of the City organization, due to his compassionate leadership that allows staff to be flexible and nimble in their service to the public, treating each other with dignity and respect, expecting employees to be committed to their families and personal lives as he is to his own, commitment to a diverse and inclusive workforce, and an engaged, family-oriented atmosphere that makes El Cerrito a great place to work; and

WHEREAS, Scott Hanin has led the City with a steady hand and eye toward the long term, and his leadership, compassion, creativity, and vision has resulted in a city management career that will have an impact on El Cerrito for years to come.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito, does hereby honor and congratulate Scott Hannin on the occasion of his retirement and honor and recognize him for seventeen years of service to the City of El Cerrito.

Dated: December 4, 2018

Gabriel Quinto, Mayor

EL CERRITO CITY COUNCIL PROCLAMATION

In Recognition of Fire Chief Lance Maples

WHEREAS, Lance Maples, Fire Chief, has served the El Cerrito community with dedication and compassion and upon the occasion of his upcoming retirement, is deserving of recognition; and

WHEREAS, Lance was born in San Pablo, California, attended Pinole High School and Solano College Fire Academy where he completed his Firefighter I and Emergency Medical Technician training and received his bachelor's degree in Fire Science from Cogswell College; and

WHEREAS, Lance's 30 plus years in the fire service began as a reserve firefighter with the Pinole Fire Department, then as a seasonal firefighter with Cal Fire and then obtained a permanent position with the City of Fairfield; and

WHEREAS, Lance started working for the El Cerrito Fire Department in 1991 as a Firefighter, was promoted to Engineer in 1993, became a Captain in 1997 and a Battalion Chief in 2000; and

WHEREAS, Lance was assigned as the interim Fire Chief in December of 2006 and later appointed as the Fire Chief in April of 2007; and

WHEREAS, Lance's many achievements in El Cerrito as the Fire Chief include updating and adoption of the City's Emergency Operations Plan, Wildfire Protection Plan, and Hazard Mitigation Plan, obtaining a HeartSafe Community designation, managing the fire service contract for Kensington Fire Protection District, lowering the City's ISO rating to a 2, the securing of Federal Grants for the replacement of the Department's ladder truck, upgrade of cardiac monitors and procurement of Lucas CPR compression devices; and

WHEREAS, Lance has held every rank in the Fire Department and has always strived to empower those around him to believe in themselves, excel in their jobs, achieve their dreams and provide outstanding customer service for the community they serve; and

WHEREAS, Lance is supported every day by his wife Anna and his adoring children, Joseph and Adriana.

NOW THEREFORE, the City Council of the City of El Cerrito takes great pride and pleasure in drawing special public attention to Lance Maples for his record of service to the local community and extends to him their sincere appreciation and best wishes for continued happiness and success in his retirement.

Dated: December 4, 2018

Gabriel Quinto, Mayor

MINUTES

SPECIAL CITY COUNCIL MEETING
Wednesday, November 14, 2018 – 5:30 p.m.
Hillside Conference Room – 2nd Floor

SPECIAL CITY COUNCIL MEETING
Wednesday, November 14, 2018 – 6:15 p.m.
City Council Conference Room – 1st Floor

Meeting Location
El Cerrito City Hall
10890 San Pablo Avenue, El Cerrito

CONVENE SPECIAL CITY COUNCIL MEETING

Mayor Quinto convened the meeting at 5:30 p.m.

ROLL CALL

Present: Councilmembers Abelson, Fadelli, Lyman, Pardue-Okimoto and Mayor Quinto

1. ORAL COMMUNICATIONS FROM THE PUBLIC

There were no speakers.

2. COMMISSION INTERVIEWS, STATUS AND APPOINTMENTS

Conduct interviews of candidates for the City Boards and Commissions.
Interviews may result in an announcement of appointment at the meeting.

Action: Interviewed two candidates.

3. ADJOURN SPECIAL CITY COUNCIL MEETING

The meeting adjourned at 6:35 p.m.

CONVENE SPECIAL CITY COUNCIL MEETING

Mayor Quinto convened the meeting at 6:38 p.m.

ROLL CALL

Present: Councilmembers Abelson, Fadelli, Lyman, Pardue-Okimoto and Mayor Quinto

1. ORAL COMMUNICATIONS FROM THE PUBLIC

There were no speakers.

2. **CLOSED SESSION**
CONFERENCE WITH LABOR NEGOTIATORS (*Pursuant to Government Code Section 54957.6*)
Agency Designated Representatives: Mayor Quinto and Councilmember Lyman
Unrepresented Employee: City Manager
Action: The Council met in Closed Session.
3. **POSSIBLE REPORT OUT OF CLOSED SESSION**
Action: There was no report.
4. **ADJOURN SPECIAL CITY COUNCIL MEETING**
The meeting adjourned at 7:30 p.m.

Gabriel Quinto, Mayor

This is to certify that the foregoing is a true and correct copy of the minutes of the City Council meetings of November 14, 2018 as approved by the El Cerrito City Council.

Sherry M. Kelly
Acting City Clerk



AGENDA BILL

Agenda Item No. 4(F)

Date: December 4, 2018
To: El Cerrito City Council
From: Maria Sanders, Operations + Environmental Services Manager
Yvetteh Ortiz, Public Works Director/City Engineer
Subject: Landscape Maintenance Service Agreements

ACTION REQUESTED

Adopt a resolution authorizing the City Manager to execute the following agreements to provide landscape maintenance services for the City's building grounds, street medians, streetscapes, Ohlone Greenway and Cerrito Creek Pathway for a period of three years, with an option to annually extend said agreements for two years thereafter:

1. Coast Landscape Management LLC in an amount not to exceed \$65,000 and \$130,000 in Fiscal Years 2018-19 and 2019-20 respectively, and thereafter contingent upon funding being appropriated by City Council in future City budgets; and
2. New Image Landscape Company in an amount not to exceed \$27,500 and \$55,000 in Fiscal Years 2018-19 and 2019-20 respectively, and thereafter contingent upon funding being appropriated by City Council in future City budgets.

BACKGROUND

Through June 30, 2018, the City was under agreement with New Image Landscape Services (New Image) to provide landscape maintenance services for the City's building grounds, street medians, streetscapes, and Ohlone Greenway, for an annual sum not to exceed \$119,400. While New Image had the option to extend the agreement for an additional year, the company declined to extend, stating that it could not provide the agreed upon level of service for these facilities at the prices they originally bid back in 2015. This is when the Public Works Department (Department) had previously procured these services through a request for proposals process and the City Council authorized the agreement with New Image (Resolution 2015-45). Since the agreement expiration, New Image has been providing these services on a month-to-month basis while the Department went through a new procurement process.

On September 1, 2018, the Department released a Request for Proposals (RFP) from qualified licensed landscape companies to provide landscape maintenance services for the City's building grounds, street medians, streetscapes, Ohlone Greenway and Cerrito Creek Pathway. The Cerrito Creek Pathway bordering the El Cerrito Plaza Shopping Center was added as a site in this RFP round since it was not part of the

original service agreement. Because the level of care and gardening expertise required to maintain these different types of landscapes vary, these sites were divided into three separate bundles. Companies were invited to submit proposals for one, two, or all three bundles.

The Landscape Maintenance Bundles in the RFP are:

- **Bundle A - Building Grounds:** Approximately 5.3 acres of landscaped grounds surrounding the El Cerrito City Hall, Public Safety Building, Community Center and 6 other smaller City facilities (such as the new Midtown Activity Center and childcare buildings), including maintenance of planter beds, shrubbery, ornamental grasses, lawn, no-mow fescue, rain gardens, parking areas, small plazas, and courtyards.
- **Bundle B - City Streetscapes, Medians, and Traffic Islands:** Approximately 15 acres of landscapes and streetscapes consisting of sidewalks, medians, small plazas, tree wells, shrubs, ground covers, and rain gardens. This bundle contains 13 sites and is divided into Type 1, Type 2, and Type 3 facilities. Type 1 facilities require weekly care and include the streetscapes in the City's commercial areas; Type 2 facilities need quarterly care and include high visibility traffic islands on City arterials; and Type 3 facilities need care on a bi-annual basis consisting of the City's larger traffic islands on residential streets where clearance pruning and weed abatement is needed.
- **Bundle C: Ohlone Greenway & Cerrito Creek Pathway** – 2.7 linear miles (approximately 24 acres) consisting primarily of a heavily used pedestrian and bicycle path lined by a combination of naturalized fields of “no-mow” fescue, wildflowers, and shrubs, punctuated by several small formal play spaces, creek crossings, and areas of sensitive habitat. In addition, this bundle includes litter abatement and clearance pruning along the Cerrito Creek Pathway bordering the Plaza Shopping Center.

A list of facilities in each bundle and the required service levels for the various facilities in each bundle is included in Attachment 2, Technical Specifications under Section II.E, City Facilities and Service Levels. These Technical Specifications comprise the scope of work for the companies.

In order to ensure the proposals would fit the City's budget, the RFP and the subsequent scope of work and payment schedule were structured to be scalable, so that services and sites could be reduced or removed to fit the current Fiscal Year 2018-19 Budget for landscape maintenance and related services. The City maintained the right to award to one or more companies and to award one, two, or all three bundles to proposers based on the demonstrated best value to the City for each one of the bundles. It also maintained the right to remove specific properties or services from the final agreement in order to provide the best value to the City within the budget allocated for these services.

The RFP was posted to the City's website. A notice inviting proposals was also emailed directly to 22 landscape companies. The term of services indicated in the RFP was for an initial 36-month agreement term, with two possible annual extensions.

ANALYSIS

The City received four proposals from qualified companies by the September 27, 2018 due date. All companies provided responsive proposals for all three landscape bundles. The proposals are summarized in the table below.

Following receipt of proposals, a selection committee comprised of the Operations + Environmental Services Manager, Public Works Management Analyst, and the Public Works Environmental Programs Manager met to evaluate the proposals and interviewed all four proposers. Proposals were evaluated based on demonstrated experience in municipal landscape maintenance, experience of key personnel, customer references, required licensing and certifications, and cost competitiveness, and number of minimum crew hours per week dedicated to each bundle.

Summary of 2018 Landscape Maintenance Service Proposals

BUNDLE	Rubicon Landscape Group, Inc., Richmond	New Image Landscape Company, Fremont	Coast Landscape Management, LLC, Napa	Terracare Assoc., LLC, Littleton, CO
A: Building Grounds	\$ 46,566 lowest	\$ 95,059 mid-high	\$ 76,852 mid-low	\$ 98,737 highest
B: Streetscapes	\$ 85,218 mid-low	\$ 89,255 mid-high	\$ 68,077 lowest	\$ 200,426 highest
C: Ohlone Greenway & Cerrito Creek Pathway	\$ 98,709 mid-low	\$ 62,269 lowest	\$ 134,467 mid-high	\$ 129,543 highest
Total – All 3 Bundles	\$ 230,493	\$ 256,561	\$ 279,396	\$ 428,705

The total cost proposed for three of the four proposals ranged from \$230,493 to \$279,396. The fourth proposal, from Terracare, consistently provided the highest cost proposal for each bundle, with a total cost proposal of \$428,705. Of the three lower cost proposals, Rubicon provided either the lowest or mid-lowest proposal for each bundle. However, staff was particularly concerned that their cost proposal for Bundle A (Building Grounds) including minimum crew hours per week devoted to maintaining these grounds were too low given the maintenance levels required at these facilities. Coast

Landscape provided the next-lowest cost proposal for Bundle A and the lowest proposal for Bundle B (Streetscapes). New Image provided the lowest cost proposal for Bundle C (Ohlone Greenway & Cerrito Creek Pathway).

The evaluation team interviewed all four companies and was impressed with the value all four could provide the City. Coast Landscape scored the highest in the interviews, particularly because they provided a comprehensive yet realistic vision of how best to improve the aesthetics and health of the landscapes in each bundle over time. The evaluation team felt that Coast Landscape's on-the ground maintenance staff were more experienced than the other two teams in maintaining the varied shrubs and ornamental grasses in the City's building grounds and streetscapes. Coast Landscape received good references from their other municipal clients, such as the cities of Vallejo and Roseville, particularly for their responsiveness and ability to provide a high level of service where needed.

As the City's current landscape maintenance company for the Ohlone Greenway, New Image is very familiar with the work required on the Greenway. As such, staff believes their cost proposal for maintenance of Bundle C (Greenway and the Cerrito Creek Pathway) is appropriate and devotes more maintenance hours to the Greenway than does the current agreement. In their interview, New Image demonstrated a realistic vision of how to use these extra maintenance hours to improve maintenance on the Greenway. City staff has been happy with the responsiveness and expertise of New Image on the Greenway portion of their agreement.

Based on the results of the RFP evaluation and interviews, staff is recommending:

- Coast Landscape be awarded an agreement for \$130,000 annually for Bundles A and B to provide landscape maintenance services for the City's building grounds and streetscapes. This negotiated price is lower than their original proposal for both bundles of \$145,000. To meet the adopted budget for landscape maintenance and related services, staff and Coast agreed to reduce the number of service visits at several sites, most notably going to once weekly maintenance at the Midtown Activity Center and Public Safety Building.
- New Image be awarded an agreement for \$55,000 annually for Bundle C to provide services caring for the Ohlone Greenway and Cerrito Creek Pathway bordering the El Cerrito Plaza Shopping Center. This negotiated price is lower than their original proposal for Bundle C of \$62,300. To meet the adopted budget for landscape maintenance, staff and New Image agreed to reduce the number of mowings on the Greenway from 12 per year to 8 per year, which is higher than the current 6 per year.

Combined the cost of these two agreements will amount to \$185,000 per year and will be funded in allocations from the General Fund for landscape maintenance, infrastructure maintenance, and solid waste services, as well as from the National Pollutant Discharge Elimination System (NPDES) Fund. Since the agreements will become effective half way through Fiscal Year (FY) 2018-19, each will be in an amount not to exceed half the annual agreement amount for the remainder of this fiscal year.

Because these agreements include substantial litter abatement (an important aspect of the National Pollutant Discharge Elimination System Fund-NPDES), waste can management, and irrigation repair work, use of NPDES trash management funds, as well as solid waste and infrastructure maintenance funds for these services is appropriate. Overall, these agreements will help address deferred maintenance and improve the safety, quality, and aesthetics of these facilities.

STRATEGIC PLAN CONSIDERATIONS

Engaging the landscape maintenance services of Coast Landscape and New Image will provide care in the City's building grounds, streetscapes and greenways. These agreements are structured to implement our Integrated Pest Management (IPM) Policy and Bay Friendly landscape maintenance practices. They also enable our landscape maintenance companies to be proactive about identifying and reporting issues involving needed repairs to the grounds, safety hazards, irrigation equipment, and plant health.

Approval of the proposed agreements is consistent with the following El Cerrito Strategic Plan Goals:

- Goal D – *Develop and rehabilitate public facilities as community focal points*, by addressing ongoing and deferred maintenance of City's streetscapes, building grounds and greenways; and
- Goal F – *Foster environmental sustainability citywide* by implementing Bay Friendly landscape maintenance practices and the City's IPM Policy and by monitoring irrigation on a routine basis to control water waste.

ENVIRONMENTAL CONSIDERATIONS

This proposed action will not result in a project as defined by the California Environmental Quality Act, (CEQA). No further environmental review is needed.

FINANCIAL CONSIDERATIONS

Funding for landscape maintenance services for a total of \$92,500 in FY 2018-19 and \$185,000 in FY 2019-2020 is available in the Adopted Biennial Budget for FY 2018-19 and FY 2019-20. The annual allocations from the General Fund are \$85,100 in FY 2018-19 and \$170,200 in FY 2019-20, and the annual allocations from the National Pollutant Discharge Elimination System (NPDES) Fund are \$7,400 in FY 2018-19 and \$14,800 in FY 2019-20, per the table below. These funds are drawn from across multiple line items (landscape maintenance, infrastructure maintenance, and solid waste services).

	FY 2018-19	FY 2019-20
Coast Landscape Mgmt.		
General Fund (101)	\$59,800	\$119,600
NPDES (202)	\$5,200	\$10,400
Subtotal	\$65,000	\$130,000
New Image Landscape Maintenance		
General Fund (101)	\$25,300	\$50,600
NPDES (202)	\$2,200	\$4,400
Subtotal	\$27,500	\$55,000
Grand Total	\$92,500	\$185,000

LEGAL CONSIDERATIONS

The City Attorney has reviewed the proposed action and found that legal considerations have been addressed.

Reviewed by:



Scott Hanin
City Manager

Attachment:

1. Resolution
2. Technical Specifications

RESOLUTION 2018 - XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH COAST LANDSCAPE MAINTENANCE, LLC IN AN AMOUNT NOT TO EXCEED \$65,000 IN FISCAL YEAR (FY) 2018-19 AND \$130,000 IN FY 2019-20, AND ALSO TO EXECUTE AN AGREEMENT WITH NEW IMAGE LANDSCAPE COMPANY IN AN AMOUNT NOT TO EXCEED \$27,500 IN FY 2018-19 AND \$55,000 IN FY 2019-20 TO PERFORM LANDSCAPE MAINTENANCE SERVICES FOR THREE YEARS WITH AN OPTION TO ANNUALLY EXTEND THESE AGREEMENTS FOR AN ADDITIONAL TWO YEARS THEREAFTER

WHEREAS the City of El Cerrito (City) is responsible for maintaining its building grounds, streetscapes, traffic medians, greenways, and other properties owned by the City; and

WHEREAS, on September 1, 2018 the City issued a Request for Proposals (RFP) for landscape maintenance services, which was posted to the City's website and directly provided to twenty-two qualified landscape maintenance companies; and

WHEREAS, the resulting agreements from this RFP will be for a term of three years with an option to annually extend these agreements for another two years; and

WHEREAS, the RFP organized the City sites that require landscape maintenance into Bundles A (Building Grounds), B (Streetscapes), and C (Ohlone Greenway and Cerrito Creek Pathway) and invited proposers to bid on one, two, or all three Bundles; and

WHEREAS, the City received four proposals from qualified companies by the September 27, 2018 due date; and

WHEREAS, upon consideration of competitive pricing, performance of similar work in other cities, and the landscape experience, licensing and certification of key personnel, the selection committee determined that the proposal received from Coast Landscape Management (Coast) provides the best value to the City for Bundles A and B, and the proposal from New Image Landscape Company (New Image) provides the best value to the City for Bundle C; and

WHEREAS, the cost for Coast to provide landscape maintenance services for Bundles A and B in FY 2018-19 and FY 2019-20 is \$65,000 and \$130,000 respectively; and the cost for New Image to landscape maintenance services for Bundle C in FY 2018-19 and FY 2019-20 is \$27,500 and \$55,000 respectively; and

WHEREAS, the combined cost for these agreements is not to exceed \$92,500 in FY 2018-19 and \$185,000 in FY 2019-20; and

WHEREAS, funding of \$92,500 in FY 2018-19 and \$175,000 in FY 2019-20 is available in the Adopted Biennial Budget for FY 2018-19 and FY 2019-20 in an allocation of \$85,100 in FY 2018-19 and \$170,200 in FY 2019-20 from the General Fund and an allocation of \$7,400 in

FY 2018-19 and \$14,800 in FY 2019-20 from the National Pollutant Discharge Elimination System (NPDES) Fund. The annual agreement amounts beyond June 30, 2020 are contingent upon future City budgets and are subject to City Council approval of annual appropriations.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito authorizes the City Manager to execute an agreement with Coast Landscape Maintenance, LLC in an amount not to exceed \$65,000 and \$130,000 in FY 2018-19 and FY 2019-20 respectively, and also to execute an agreement with New Image Company in an amount not to exceed \$27,500 and \$55,000 in FY 2018-19 and FY 2019-20 respectively, to perform landscape maintenance services for three years with an option to annually extend these agreements for an additional two years thereafter, contingent upon funding being appropriated by City Council in future City budgets.

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

I CERTIFY that at a regular meeting on December 4, 2018, 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 December__, 2018.

Sherry Kelly, Acting City Clerk

APPROVED:

Gabriel Quinto, Mayor

TECHNICAL SPECIFICATIONS

I. GENERAL REQUIREMENTS

A. Landscape Maintenance

Contractor shall provide the highest quality of landscape maintenance services. The Contractor agrees to provide the highest quality commercially accepted methods, procedures and controls for landscape maintenance consistent with the City's Integrated Pest Management (IPM) policy, Bay-Friendly landscape maintenance practices, and information in standard landscape industry references. This shall include the use of proper knowledge, skills, materials and equipment of a timely basis to maintain all areas in a clean, safe, healthy, and aesthetically acceptable manner during the entire term of this contract. The Contractor shall furnish landscape maintenance services by qualified landscape horticulturists, site managers and landscape maintenance crews to provide a 36-month maintenance program according to this Specification. It will be the responsibility of the Contractor to provide all equipment, materials, and labor as necessary to perform the work described in these documents in a safe, efficient and legal manner. The City shall provide certain materials as listing in this Specification, Section II.B. "Materials Provided by City." Contractor will be responsible for all other materials.

The Contractor for this agreement shall provide the City with a landscape maintenance program at the frequencies called for in this RFP, Section II.E. "City Facilities and Service Levels." The maintenance program is not limited to specifying daily, weekly and monthly landscape maintenance task schedules covering all areas of responsibility specified in this agreement. The maintenance program will be submitted and agreed upon within 30 calendar days following award of this contract. This program and any changes, deletions, or additions therein, if approved by the City, shall become part of this agreement and shall be used by both the contractor and the City of El Cerrito for performance monitoring of contractor obligations.

Full compensation for conforming to the requirements of this Specification shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

B. Management Philosophy

The Contractor shall take a pro-active approach in correcting problems within the Contractors' span of responsibility and control. Other problems and suggestions for improvements, both short and long term, must be submitted promptly to the City for appropriate action.

C. Public Image and Etiquette

Contractor employees shall wear company uniforms, which consist of long pants and shirts with company name and individual's name on the shirt. When needed, the Contractor's staff will utilize rain gear, rain boots, safety shoes, and other high visibility protective equipment. All contracted employees

while on the site shall exhibit a clean, neat professional appearance. Contractor's equipment and vehicles shall also be professional in appearance, exhibit the company name and phone number, and be well maintained for safe operation.

D. Hours of Operation

The Contractor shall conform operations to the hours between 6:00 AM and 5:00 PM, during the life of the contract. The Contractor shall conform his operations to the hours of 9:00 a.m. to 3:00 p.m. to medians and roadside strips. The use of power equipment or other work close to residential areas that results in noises shall not be permitted before 7:00 AM. Any exception shall only be authorized with prior approval of the City Representative.

E. Repairs and Corrective Actions

The Contractor agrees to be continuously alert in locating and defining problems and agrees to exercise prompt and proper corrective action. Action items will be prioritized, and low priority items will be given a time line for corrections. Contractor shall communicate to the City Representative any landscape and non-landscape related hazards encountered while on site. Work requests related to citizen requests or reported hazards to Contractor that require scheduling with the City's Representative will be prioritized dependent on each request. Immediate response may be necessary.

Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City's representative, and shall be rectified in an approved manner back to its former condition, prior to damage, at the Contractor's expense.

Any hazardous conditions noted, or seen, by the Contractor that has occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City's Representative. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, or barricades until a City Representative arrives to the location.

F. Safety

Contractor agrees to perform all work outlined in the Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL E.P.A. Safety Orders at all times so as to protect all person, including contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property.

Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on city property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.

G. Traffic

1. Maintaining Traffic: If traffic is to be detoured over a centerline, detour plans must be submitted and approved by the City prior to starting work. Police, Fire, and Public Works Departments shall be notified at least 24 hours in advance of any work which will interfere with the normal flow of vehicular or pedestrian traffic.

On San Pablo Avenue, a minimum of two (paved) traffic lanes, not less than 12 ft. wide per lane, in each direction shall remain open for use by public traffic at all times during the course of the work. When construction operations are not actively in progress, no lane or shoulder closure is permitted. Contractor shall apply for and obtain an encroachment permit from Cal Trans at a cost of approximately \$500. Contractor shall notify and receive authorization from Caltrans 7 days in advance of proposed work that requires San Pablo Avenue lane closure for greater than 30 minutes.

It shall be the Contractor's responsibility to post, and remove after work is complete, no parking signs as required to perform work. Temporary "No Parking" signs and barricades can be provided by the City for pickup at the City Corporation Yard. Arrangements for signs and barricades can be made by verbal or written request to the City Representative five working days in advance of the need for signs and barricades.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the City Representative public traffic will be better served and the work expedited. Such deviation shall not be adopted until the City Representative has indicated his written approval.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

2. Traffic Controls for Lane Closure: If a lane closure is necessary in order to do the work, it shall be in accordance with the State of California Standard Specifications Section 12, "Construction Area Traffic Control Devices" and the provisions specified herein. The provisions in this Section will not relieve the Contractor from his responsibility to provide such measures as may be necessary to ensure public safety. Contractor at his own expense shall ensure proper signage, as approved by the City Representative, during lane closures.

If any component in the traffic control system is damaged, displaced or ceases to operate or function as specified, from any cause during the progress of the work, the contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location. Lane closures may be made for work periods only. At the end of each work period, all components of the traffic control system shall be removed from the traveled way, shoulder, sidewalk, pathway and parking lanes. If the Contractor so elects, said components may be stored at selected central locations approved by the City Representative within the limits of the City right-of-way.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

H. Adjacent Properties

Adjacent property and improvements shall be protected from damage and intrusion at all times during the execution of the work embraced herein. Any damage to adjacent properties shall be repaired or replaced by the Contractor at his expense and no payment will be allowed thereof. Work shall be carried out in a manner to avoid all conflicts with operations on adjacent properties and access to adjacent properties.

I. Differing Site Conditions

During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site, the party discovering such conditions shall promptly notify the City in writing of such specific differing conditions before they are disturbed and before the affected work is performed.

Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The City Representative will notify the Contractor of his determination whether or not an adjustment of the contract is warranted. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing. No contract adjustment will be allowed under provisions specified in this section for any effects on unchanged work.

J. City Noise Ordinance

The Contractor and any subcontractor shall at all times conform their operations with the requirement of the City Of El Cerrito's Noise Ordinance (ECMC, Chapter 19.21.050 Performance Standards).

K. Monthly Progress Reports

The Contractor shall provide monthly progress reports with the monthly invoices. These reports are to include the following information:

- a) Total labor, supervision, and horticultural hours provided at each site. This can be in a spreadsheet format with all applicable sites covered under this agreement.
- b) Areas recommended for attention encountered during the month.
- c) Monthly application reports for all materials applied by site. This will include location, application date, materials, amount of material applied, etc.

L. Payment and Inspection

Payment will be made for work satisfactorily completed as called for in this contract. The City's Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 24 hours. Contractor or Contractor's representative shall meet with a representative from the City at least once a month during the life of this contract to inspect Work performed.

Full compensation for conforming to the work of these specifications shall be considered as included in the contract unit prices, or the proposed hourly rates and material markup, and no further payment may be made thereof.

The contract unit prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City.

Contractor shall invoice City on a monthly basis in a form approved by the City Representative. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date. Contractor shall submit the Monthly Progress Report as part of the invoice submittal process.

M. Adjustment in Scope or Quantity of Work

The City reserves the right to increase or decrease quantities of work included by the Technical Specification or to delete entire proposal items from the proposal schedule, either before execution of the agreement or during the agreement term. If related services are desired by City which are not covered by the Technical Specifications or by the hourly rate schedule, the fee shall be negotiated and a written work order issued accordingly by the City. Contractor shall not be entitled to compensation for additional services unless a prior written work order has been executed describing the work and specifying the compensation thereof.

N. Hourly Rates for Work Not Included in Technical Specifications

During the agreement term, City may request Contractor to perform work not listed in the Technical Specifications. The Contractor offers the specified labor categories at the indicated hourly rate for these additional services. Hourly rates shall include all direct and indirect costs. For labor not listed below which is needed to perform additional work, the hourly rate shall be agreed upon between the City and Contractor before additional services are performed.

II. SPECIFIC REQUIREMENTS

A. Equipment and Labor

It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient, aesthetically pleasing, and legal manner. The Contractor shall at all times furnish and maintain sufficient equipment as necessary to perform the work of this contract. Such equipment shall be subject to the inspection and approval of the City's Representative. If the contractor is unable to consistently provide the necessary equipment to perform the work, it may be considered a breach of this contract.

B. Materials Provided by the City

The City shall provide the following materials. All labor costs in regards to, but not limited to, spreading, transporting, and maintaining these materials to and in the field shall be covered by Contractor.

1. Water is to be furnished by the City.
2. Fertilizers are to be provided by the City. The City is currently using Cal Organics Phyta-Boost 7-1-2 all seasons organic fertilizer. The City reserves the right to change the approved fertilizer as necessary.
3. Compost is to be furnished by the City for purposes of being applied in planter beds and around shrubs or in tree wells, as requested by City Representative.
4. Mulch is to be furnished by the City for purposes of being applied in planter beds, around shrubs, and as a ground cover as appropriate.
5. Sand is to be furnished by the City for purposes of replenishing playground sand areas.
6. Turf Seed is to be furnished by the City.
7. Irrigation Supplies are to be furnished by the City for purposes of doing routine repairs to existing irrigation system.
8. Garbage Can Liners are to be furnished by the City for purposes of trash can management.

C. Materials Provided by Contractor

The Contractor shall provide the following materials as necessary. The mark-up to the cost of all materials provided by the contractor shall be no more than 25%.

1. Pesticides- No pesticide shall be used without prior approval of the City Integrated Pest Management (IPM) Coordinator. Pesticide use must comply with the City's IPM Policy (**Attachment 3**), which specifies the use of low risk pesticides only after City thresholds have been crossed and alternative strategies exhausted. All pesticides shall bear the manufacturers label and be registered with the California EPA. The Contractor shall provide and carry MSDS sheets for all chemicals in use. The Contractor shall provide the City with copies of all required permits, written recommendations, application records and employee training documentation with respect to any application of herbicide, or insecticide, or any other restricted or regulated pest control material as

required by the State of California and/or Contra Costa County Agricultural Commissioner's office. Use of most rodenticides is strictly prohibited by the City of El Cerrito. The City may request that Contractor provide a written recommendation from the California Department of Pesticide Regulations Pest Control Advisor regarding the use of any pesticide.

2. Plant Material shall be of the highest quality, displaying a healthy appearance and of a size relevant to their container size and the landscape application. The City's Representative must inspect and approve all plant materials prior to planting.
3. Miscellaneous Materials - Other materials, including but not limited to wood, irrigation equipment, and concrete, that are needed on an ad hoc basis in order to perform repairs shall be provided by the Contractor and shall be the highest quality available.

D. Description of Work

The Contractor agrees to provide services according to the highest quality landscape industry accepted standards, employing up-to-date methods, procedures and controls for environmentally friendly landscape maintenance consistent with the City's Integrated Pest Management (IPM) policy, Bay-Friendly landscape maintenance practices, and current information in landscape industry references. This shall include the use of proper knowledge, skills, materials and equipment of a timely basis to maintain all areas in a clean, safe, healthy, and aesthetically acceptable manner during the entire term of this contract. The Contractor shall furnish landscape maintenance services by qualified landscape horticulturists, site managers and landscape maintenance crews to provide a 36-month maintenance program according to these maintenance specifications. It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient and legal manner.

1. Turf (Bundles A and C)

The following turf maintenance guidelines apply to all turf areas included in this agreement. Turf shall be maintained in a healthy, safe, and aesthetically pleasing condition by performing the following operations and other work incidental thereto. Within 30 days of award of contract, the Contractor will provide the City with appropriate schedules for turf fertilization, aeration, mowing and any other specifically planned maintenance activities.

- a. Irrigation Monitoring and Maintenance – The Contractor will be responsible for water management. Contractor will monitor each site to ensure vegetation is being properly watered and water is being used wisely on site. Contractor shall monitor irrigation to make sure that it is establishing moisture to the full depth of the root zone, while avoid erosion, excessive runoff, or puddles. Contractor shall aerate waterlogged soil conditions. Contractor shall activate the irrigation system once a month and check for leaks, broken or clogged heads, excessive run-off, water logging, misdirected spraying, etc.. Contractor shall report any necessary repairs to the City Representative. In the event of State or regionally-mandated water conservation measures, Contractor shall work with City to ensure adherence to water conservations mandates.

For Bundles B and C, Contractor shall remotely monitor and control the City's central Toro Sentinel irrigation system 3 times weekly for operational efficiency, e.g. water use overages, leaks, etc. Sentinel operated landscapes include:

- San Pablo Avenue medians and streetscapes
- Central Avenue medians and streetscape
- Ohlone Greenway

b. Mowing – All turf areas are to be mowed according to the frequencies listed on Section II.E, “List of Facilities and Service Levels.” Additional, or fewer, mowings may be requested due to weather conditions, special events, and/or cultural needs. Mower settings are to be at 2” to 3” in height, depending of turf variety, using the rule of thumb to cut no more than 33% of the grass blade height. All clippings shall be mulched using mulching blades, or shall be removed when unsightly and/or requested by the City’s Representative. To avoid introducing weeds from one turf to another, Contractor shall clean mower blades of seeds before moving the mower from one turf to another.

c. Aeration - All turf areas are to be aerated according the frequencies listed on Section II.E, “List of Facilities and Service Levels.” Core size shall be at least 3/4" in diameter and 3" - 4" in depth and aerated in two directions. The City may request that certain athletic fields receive deep-tine aeration, followed by a top dressing, once per year. Cores do not need to be removed. City staff shall flag/mark irrigation system heads, valve boxes, and quick couplers. Contractor shall notify the City Representative of aeration scheduling a minimum of two days prior to start of aeration. Contractor is responsible for repairing any damage caused by aeration equipment. This includes, but is not limited to, irrigation boxes, quick couplers, sprinkler heads, valves, etc.. For small lawn areas, the Contractor shall be responsible for providing a walk-behind mechanical, camdriven core-tined aerator (Ryan Greensaire or Lawnaire or City-approved equivalent).

d. Fertilization – All turf shall be fertilized using City-provided fertilizer according to frequencies listed on Section II.E, “List of Facilities and Service Levels.” Fertilizations shall be scheduled to be applied 3 times per year, using City-provided fertilizer at label-recommended rates. The City may require an additional fertilization based on cultural needs.

If there arises a question as to the need for other applications of fertilizer or the formulation of the fertilizer, soil samples shall be taken from locations specified by the City’s Representative. They shall be analyzed by a licensed soil analyst at the City’s expense and the results and recommendations for the formulation and rates of applications of a complete fertilizer shall be submitted to the City’s Representative. Upon approval by the City Representative, Contractor shall formulate and apply the fertilizer as per the recommendations of the soil analyst. If the application of iron, zinc or other trace minerals is recommended by the soil analyst or by a recognized plant pathologist to correct a specific soil deficiency, it shall also be applied according to these recommendations.

e. Edging - All turf edging shall be edged at least once per month. Examples of edges: along pathways, walkways, around shrubs, trees, sprinklers heads, valve boxes, mow bands, curbs, benches, light poles, or any other fixed object. Herbicides shall not be used as an edging tool. Care must be taken not to damage trees, shrubs, or any other fixed object with edging equipment. String trimmer damage to trees and roots will not be tolerated.

f. Gopher Control - Contractor shall aid City staff in keeping all turf areas free of gophers. Contractor shall immediately report any evidence of gophers in the turf areas or in other parts of the parks and to make any areas damaged by rodents safe for use by the public. For instance, any holes that could pose a tripping hazard shall be filled and animal dung shall be removed. Gophers shall

only be controlled by using Macabee gopher traps or other approved devices. Rodenticide use is not allowed. Holes caused by gophers shall be backfilled with soil provided by City.

g. Pest Control – Contractor shall keep all turf areas free of noxious weeds, grub, larvae, and other damaging pests. Damage caused by grubs and larvae shall be re-seeded with an approved turf seed. To comply with the goals and objectives of the City's IPM Policy (**Attachment 3**) the Contractor shall utilize chemical insecticides or herbicides only where other control measures (mechanical removal, cultural methods, biological controls, mulching, etc.) cannot achieve an acceptable level of control. The use of herbicides for "chemical edging" of turf and ground cover areas and near any creek, drainage course, pond or other water feature is not be permitted. All herbicide use must be approved by the City IPM Coordinator.

h. Safety Hazards must be addressed immediately. Fill holes in turf areas immediately, regardless of cause with sufficient soil to prevent tripping hazards. Soil shall be provided by City unless due to Contractors neglect, then Contractor shall supply soil.

i. Re-Seeding - Contractor shall re-seed small bare areas as needed using materials and methods approved by the City's Representative.

2. Tree, Shrub and Ground Cover Care (All Bundles)

Contractor shall maintain all shrubs and all ground cover in a healthy growing condition by performing the following operations, as well as other incidental work as needed:

a. Irrigation Monitoring and Maintenance – The Contractor will be responsible for water management. Contractor will monitor each site to ensure vegetation is being properly watered and water is being used wisely on site. Contractor shall monitor irrigation to make sure that it is establishing moisture to the full depth of the root zone, while avoid erosion, excessive runoff, or puddles. Contractor shall aerate waterlogged soil conditions. Contractor shall activate the irrigation system once a month and check for leaks, broken or clogged heads, excessive run-off, water logging, misdirected spraying, etc.. Contractor shall report any necessary repairs to the City Representative. In the event of State or regionally-mandated water conservation measures, Contractor shall work with City to ensure adherence to water conservations mandates.

For Bundles B and C, Contractor shall remotely monitor and control the City's central Toro Sentinel irrigation system 3 times weekly for operational efficiency, e.g. water use overages, leaks, etc. Sentinel operated landscapes include:

- San Pablo Avenue medians and streetscapes
- Central Avenue medians and streetscape
- Ohlone Greenway

b. Pruning, Hedging, and Trimming – Pruning and trimming shall be done by qualified, trained professional personnel. Excessive pruning, hedging or stubbing back shall not be permitted. With the exception of pre-existing hedges, all pruning cuts shall be properly made using bypass pruners or pruning saw only. Cuts shall be made cleanly with no tearing of the bark.

Contractor shall not prune any tree branches over 14 feet high. The City requires that tree pruning performed under supervision of an ISA Certified Arborist. All but minor clearance tree pruning shall be approved in advance by the City Arborist. Any dead or damaged branches shall be removed from shrubs and ground covers. Any dead or damaged branches located over 14 feet up in trees shall be secured (either by the means of caution tape, cones, or barricades) and reported immediately to the City's Representative.

Contractor shall assess all shrubs on a quarterly basis to determine which plants should be pruned. Pruning of these plants shall be done for the following reasons and at a time when it is seasonally appropriate for that plant:

- To cut back branches that are encroaching on walkways, fences, and building, and/or posing a safety hazard to pedestrians, bicycles, or vehicles;
- To remove dead branches, diseased sections of shrubs, spent flowers, etc.;
- To maintain the natural shape of the plant species; and
- To maintain the health of the plant.

Periodic hard pruning of certain herbaceous shrubs, as requested and approved by the City Representative, may be required, but will not exceed one time per contract term. Care shall be taken to remove dead branches from shrubs and groundcovers in order to maintain a healthy plant canopy. Dead or damaged branches over 1" shall be removed from shrubs and ground covers.

The Contractor is responsible for replacing, at their cost, any damage to plant materials caused by excessive pruning, improper pruning techniques, poor equipment etc.

c. "No-Mow" and Specialty Grasses, Reeds and Sedges – Care shall be taken to maintain the natural character of ornamental grasses, sedges and reeds with periodic or annual cutting. "No Mow" turf shall be mowed annually or semi-annually at a seasonally appropriate time at the highest mower setting or by other City approved means with the majority of clippings removed. Specialty grasses, reeds and sedges may be regenerated periodically by basal cutting, if appropriate for the grass variety and at a seasonally appropriate time. **Each of these activities shall be approved by the City's Representative prior to performance.** Contractor shall be responsible for replacing any grasses that do not regenerate as a result of improper cutting.

d. Rain Gardens/ Green Infrastructure – The City's 'green infrastructure' (bio-retention or LID storm water facilities) shall be maintained with monthly inlet cleaning, weeding, and litter removal to allow for the unimpeded inflow of water. All plantings in these facilities shall be maintained to retain the natural characteristics of the plant species while keeping plant material clear of inlets, egresses and the Public Right of Way.

e. Fertilization - Fertilize shrub, ground cover, and planter bed areas as needed with a City approved organic fertilizer, with prior approval by the City Representative.

f. Mulch and Soil Health - Contractor shall maintain areas under trees, shrubs, and on bare soil with a minimum 3-inch layer of organic material. Mulch shall be provided by City's Public Works Department. All labor costs in regards to, but not limited to spreading, transporting, and maintaining the mulch shall be covered by Contractor. Leaf drop and/or clippings that are free of disease may

become part of the mulch layer in the trees, shrubs or groundcover areas, if it can be done so in an attractive manner and away from high traffic areas. Contractor shall remove leaf litter from storm drain areas and prevent such debris from entering drain inlets.

g. Weeding - All areas, including but not limited to shrub beds, flower beds, groundcover beds, tree wells, paved areas, sidewalks, cracks, stairways, pavers, expansion joints, decomposed granite paths, picnic areas, playgrounds, and under bleachers/benches, shall be kept weed free at all times. **Weeds shall be removed before seed set**, whenever the appearance becomes unsightly, or when requested by City Representative.

h. Replacement of Material – Contractor shall remove dead and damaged plants and replace with material of equivalent size, condition and variety, subject to approval and/or purchase by the City Representative. Labor shall be provided by the Contractor in a timely manner. Plant material shall be provided by the City unless damage is caused by Contractor's negligence (i.e. chemical damage, mechanical damage, water stress.) Damage not resulting from Contractor's negligence, such as vandalism, abuse from the public, or weather shall be reported promptly to the City Representative. The City will provide all necessary materials. Labor shall be provided by the Contractor in a timely manner.

3. Tree Pruning and Maintenance (All Bundles)

a. Permissible Activity: Contractor shall not prune any tree branches over 14 feet high. The City requires that tree pruning performed under supervision of an ISA Certified Arborist. All but minor clearance tree pruning shall be approved in advance by the City Arborist. All trees with a canopy extending over a path of travel shall be pruned to maintain branches above the A.D.A height requirement of 7 feet above ground level. Any dead or damaged branches shall be removed from shrubs and ground covers. Any dead or damaged branches located over 14 feet up in trees shall be secured (either by the means of caution tape, cones, or barricades) and reported immediately to the City's Representative.

b. Method: All pruning cuts shall be properly made using bypass pruners or by pruning saw only. Cuts shall be made cleanly and outside the branch bark ridge, with no tearing of the bark.

c. Suckers: Suckers or water sprouts located at the base of any tree shall be removed by trained employees, limited to only using hand pruners. Contractor will designate employees that have been trained to perform this duty and have been trained by City Staff to perform this duty. Hedge trimmer, line trimmer, herbicides or any other type of mechanical or chemical mechanism shall not be used to remove or control suckers.

d. Tree Wells: Contractor shall keep tree wells weed and litter free and mulched with a 3" deep layer to assist in suppressing weeds. Adequate decomposed granite or wood mulch will be applied as necessary in the tree wells to insure a level surface with the surrounding concrete sidewalk. Mulch shall be clear of the tree's root crown by at least 4 inches. Tree well diameters may vary dependent on location, size, and use zones of trees. In vegetated areas, a minimum of a 6 ft in diameter, or 3ft in all directions from the tree root crown shall be maintained unless otherwise directed by City Representative.

e. Tree stakes: Tree stakes and ties shall be removed as trees mature with authorization of the City Representative. Tree ties will be adjusted annually to accommodate tree growth with authorization of City Representative. Tree stakes shall be replaced as needed in case of vandalism or wood rotting at the base of the stakes.

4. Integrated Pest Management (IPM) (All Bundles)

The City of El Cerrito has adopted policies, procedures and sustainable landscaping standards that include IPM, Bay-Friendly Landscaping Principles and other best practices. These standards nurture soil health and ecological diversity, reduce staff and the public's exposure to pesticides, and reduce toxicity in public areas, water bodies and other sensitive habitats. Contractor adherence to these policies, goals and pest prevention priorities is required.

- a. Contractor's Integrated Pest Management Plan - Within 45 days and annually on the anniversary of this agreement, the Contractor shall submit to the City IPM Coordinator an INTEGRATED PEST MANAGEMENT (IPM) PLAN that complies with the City of El Cerrito's IPM Policy (**Attachment 3**), goals and specifications outlined in this RFP. Contractors IPM Plan shall be reviewed annually for updates and modifications with the City's IPM Coordinator.
- b. Site Inspections - Frequent and thorough site inspections, on foot, will be needed to ensure no major pest infestations occur. The first priority in addressing pests will be to conserve naturally occurring beneficial insects through the use of selective applications of the least toxic effective materials. Biological controls will be based upon sound scientific information such as that provided by the University of California. Conventional pesticides will be given last priority. Contractor shall provide any MSDS sheets of chemicals that will be utilized.
- c. Qualified Personnel - Pest control shall be done only by qualified, trained personnel, under the supervision of a California Department of Pesticide Regulations (DPR) Licensed Applicator, only using materials that have received prior approval by the City IPM Coordinator. All pesticide applications shall be made with extreme care to avoid any hazard to any person, pet, or wildlife in the area or adjacent areas, or any property damage. Application shall be in strict accordance with all governing regulations. The Contractor must provide, within 30 days of the Notice to Proceed, their CA DPR License, and the names and license/certification numbers of any individuals responsible for or applying pesticides in accordance with this agreement.
- d. Reporting - All pest infestations shall be reported to the City IPM Coordinator, who shall approve all pesticides applications prior to application. Records of all pest control operations stating dates, locations, times, methods of application, chemical formulations, applicators names and weather conditions shall be made and retained in an active file for a minimum of three (3) years.
- e. Pesticide Applications – Application of any pesticide shall be supervised by a qualified inspector. No pesticide application shall be made during heavy traffic (vehicle, bicycle, or pedestrian) periods or when winds create material drift and/or exceeds 5mph and/or as directed per chemical label. The City IPM Coordinator shall permit no spraying without prior approval and has the ability to halt a planned spraying if he/she believes one of the above is in violation. Contractor is to contact the City IPM Coordinator for application scheduling.

- f. Prohibited Areas: The use of herbicides for "chemical edging" of turf and ground cover areas, clearing rights-of-way or along roadways, and near sensitive habitat, any creek, drainage course, pond or other water feature is not be permitted.
- g. Notice, Signage, and Monitoring - Temporary notice shall be clearly posted on site 72 hours prior to, during and after a site has been sprayed. All areas sprayed shall be flagged and signed until the chemical has completely dried according to product label and/or MSDS. Signs shall be provided by Contractor. All treated areas must be monitored during and after pesticide application until material has settled and treatment area is completely dry accordingly to product label and MSDS. No unprotected person, pet, or wildlife may enter a treated area until all re-entry intervals have been satisfied.
- h. Rodent Control – Rodenticide use is severely restricted. All methods of rodent control shall be approved by the City IPM Coordinator. The City will be the primary agent controlling gophers and other rodents. However, Contractor shall assist the City in keeping all turf and landscaped areas free of gophers, moles, and other rodents causing damage to City Property by immediately reporting evidence of rodent activity to the City Representative. Gophers shall be controlled by using Macabee gopher traps or other devices approved by the City Representative. Holes caused by gophers shall be backfilled with soil provided by City.

5. Sport Courts, Playgrounds and Equipment Maintenance (All Bundles)

The following recreational equipment maintenance guidelines apply to all playground and sports court areas included in this agreement. Playground, sport court, and all recreational equipment maintenance needs to be performed each time the Contractor is working in the park or facility where the equipment is located. The Contractor must schedule playground maintenance in a logical time frame where playground use is typically low in the morning hours so the playground can be thoroughly cleaned and inspected with minimal interference to and from park users.

- a. Equipment Check: Any equipment showing signs of wear, fatigue, vandalism or otherwise presenting an unsafe condition shall be reported immediately to the City Representative.
- b. General Clean-Up: All play areas shall be maintained free of litter, cans, pop tops, broken glass, sticks, Band-Aids, rocks, cigarette butts, ropes, and other harmful and unsightly debris. Several Parks contain toys that are maintained by community members and are allowed to remain in the park. Contractor is to place these toys to side while cleaning an area and dispose of any toys or other materials that may pose a risk to small children. Sweep or blow walks around play areas and return fall cushioning material to play area. Gather loose belongings and set aside on a bench for two days until disposing.
- c. Fall Cushioning Material: The raking and distribution of fall cushioning material around and below the play equipment shall have a cushioning potential and this condition shall extend through the use zone of any part of the play equipment. Use zones vary depending upon equipment type and designed use. The Contractor shall consult with the City Representative for questions regarding use zones around playground equipment.

Special attention shall be made to areas around and immediately adjacent to play equipment. The fall cushioning material in these areas shall be leveled by distributing material from high areas to low

areas. Material shall be added to edges. Edges shall not have a lip that exceeds 3" in height. During the leveling and distribution of fall cushioning material, no concrete footings or bases of play equipment shall be exposed that could allow children to trip or fall on. Contractor shall provide labor to install all fall cushioning materials in a timely matter (to be determined by City Representative). The City shall supply material to the Contractor so that the uniform depth meets safety guidelines at all times. If materials are mixed together in a play area (example: sand and fibar), material shall be removed and replaced by Contractor with original material in area. Sand must be kept separate from fibar.

d. Tennis, Basket Ball, and other Sport Court Maintenance - At Arlington, Tassajara, Canyon Trail, Castro, Cerrito Vista, Harding, and Poinsette Park the Contractor shall be responsible to blow or sweep away loose materials from the court surfaces on a minimum weekly basis. Contractor shall provide the City with its desired weekly maintenance schedule for all courts and work with the City to reserve these courts for the required amount of time. The Contractor will also be required to cut back vegetation growing into court areas and on court fences on an as-needed basis. Contractor shall immediately report any equipment showing signs of wear, fatigue, or vandalism.

6. General Maintenance and Clean Up (All Bundles)

The following general maintenance and clean up guidelines apply to all areas included in this agreement.

a. Garbage, Recycling, Green Waste Pick-Up and Disposal - All existing garbage cans in the areas under Contractor's responsibility shall be emptied of refuse by the Contractor and disposed of legally according to the frequencies listed in Section II.E, "List of Facilities and Service Levels." Garbage pick-up shall occur on the day of the week specified by the City Representative, usually Monday and/or Friday, depending on the frequency of service listed in Section II.E, "List of Facilities and Service Levels." **All garbage cans must have a garbage can liner.**

Trash/ recycling receptacle counts for each bundle is as follows:

- **Bundle A – Building Grounds:** The contractor is only expected to service the 2 outdoor trash cans at City Hall.
- **Bundle B – Streetscapes, Medians, Traffic Islands and Raingardens:** The contractor is not expected to service the trash/recycling containers on City streets. However, they are expected to do litter management around the trash/recycling containers.
- **Bundle C – Ohlone Greenway:** The Ohlone Greenway has between 25 and 30 dual-stream trash/recycling containers that shall be serviced by the contractor.

Material from garbage cans and recycling containers must be collected separately and disposed in the proper fashion (i.e., recycling materials shall be diverted for recycling, green waste shall be diverted for composting). Upon being properly trained in tipping wall procedures and consistently adhering to tipping wall protocols, Contractor may use the City's municipal transfer station for disposal of garbage, green waste, and recycling collected from City facilities, free of charge.

b. All Clippings, Trimmings, Cuttings generated by the Contractor that cannot be used as mulch on site shall be promptly removed from the work site at the end of the same day the work is performed.

Upon being properly trained in tipping wall procedures, Contractor may use the City's municipal transfer station for disposal of green waste collected from City facilities. On-site dumpsters or containers shall not be used on the sites unless approved by the City Representative.

c. Loose Debris - All areas covered by this agreement, including but not limited to areas around shrubs and trees, non landscaped islands, sidewalks, patios, planter beds, curbs and gutters, shall be kept free from weeds, litter, glass and other debris. Contractor shall be responsible for clearing these areas of debris at the frequencies listed in Section II.E, "List of Facilities and Service Levels." Debris includes, but is not limited to: trash and litter, leaf and plant debris, household furniture, household appliances, cardboard, cigarette butts, shopping carts (shall be to the City Representative on same day), animal feces, incidental biohazards (human feces, hypodermic needles), illegal drug paraphernalia, and vehicle parts.

The boundaries for removing litter and loose debris in Streetscapes shall be all medians, traffic islands, gutter pans, and sidewalks up to the private property line.

d. Paved Areas, Parking Lots, Pathways, Stairways, and other City-Owned Easements - Contractor shall be responsible to cut back vegetation as necessary to keep pathways, stairways, easements and access roads clear and passable. Contractor shall edge back groundcover as requested or on an as-needed basis. Contractor shall remove litter and shall sweep or blow and clean off any dirt, debris, weeds or soils from all sites, paved areas, including play and picnic areas, at the frequencies listed in Section II.E, "List of Facilities and Service Levels," or as requested by the City Representative.

e. Picnic Areas - All tables and benches shall be kept clear of debris as part of the general clean-up responsibilities of the Contractor for each particular facility. Picnic area tables and benches shall be scrubbed and washed using a biodegradable cleanser on a monthly basis between the months of March and November, in accordance with the City's Clean Water Program's Best Management Practices (BMPs). All waste water shall be absorbed into permeable landscape surfaces or disposed of into a sanitary sewer.

f. Sand Areas - All sand areas shall be kept raked and cleaned of any debris. Children's toys that don't constitute safety hazards can be left in sand areas. Sand shall be furnished by City on an "as needed" basis, type to be determined by the City Representative.

g. Safety Inspection - Contractor shall inspect all parks for glass and other safety hazards during the course of each maintenance visit and shall remove manageable hazards, reporting each incident to the City Representative. For hazards that cannot be removed by the Contractor, Contractor shall secure hazard area with caution tape and immediately report hazards to the City Representative.

h. Decomposed Granite - All decomposed granite pathways and areas must be raked and not blown where indicated by the City Representative. On an as needed basis, the City shall furnish decomposed granite for the Contractor to repair ruts, holes and gaps in decomposed granite areas.

i. Repair of Irrigation Systems - The Contractor shall make routine repairs by having an inventory available for immediate supply of materials (pipeline, heads, etc.) appropriate for the routine performance of removing and replacing components of the existing landscape irrigation systems. Routine repairs constitute work on irrigation lines from the heads back to the valve, for example,

repairing broken laterals and replacing sprinkler heads. Labor to do these repairs should be included in the contract, but the City would supply the materials needed to do the repair. For non-routine repairs, Contractor shall inform the City Representative and provide a proposal for extra work for the City's consideration. All irrigation parts will be provided by the City. The Contractor shall be responsible to immediately repair systems at his own costs damaged by his own operations with new replacement parts of same manufacturer model as existing components.

j. Homeless Encampments - The Contractor shall report to the City Representative any signs of homeless encampments on any sites in his contract. Encampment debris includes, but is not limited to, large cardboard, plywood, shopping carts, blankets, sleeping bags, coolers, tents, tarps, etc.. The Contractor at the request of the City Representative shall remove incidental litter/debris generated by any homeless activity or after the encampment has been removed by the City.

E. City Facilities and Service Levels

The Contractor shall furnish all necessary materials, equipment, labor, and incidentals as required to perform to maintain the bundled sites for which the contractor is proposing at the service levels specified in Table II E and as specified in this RFP. For Bundle B (Streetscapes), the boundaries of work are defined as below:

- San Pablo, Fairmount, and Central Avenues – Litter and leaf debris removal shall be for sidewalk (defined as from private property line to gutter), medians and traffic islands. Weeding, horticultural care, irrigation monitoring and repair, material maintenance (e.g. mulch and DG) shall be for all street wells, medians and traffic islands.
- Carlson Blvd, Potrero and Moeser Avenues, Type 2 and Type 3 Streetscapes - Boundaries of work shall be in medians and traffic islands.

For Bundles B and C, Contractor shall remotely monitor and control the City's central Toro Sentinel irrigation system 3 times weekly for operational efficiency, e.g. water use overages, leaks, etc. Sentinel operated landscapes include:

- San Pablo Avenue medians and streetscape
- Central Avenue streetscape
- Ohlone Greenway

Table II E: City Facilities and Service Levels

Contractor shall inspect all sites prior to submittal of the bid proposal.

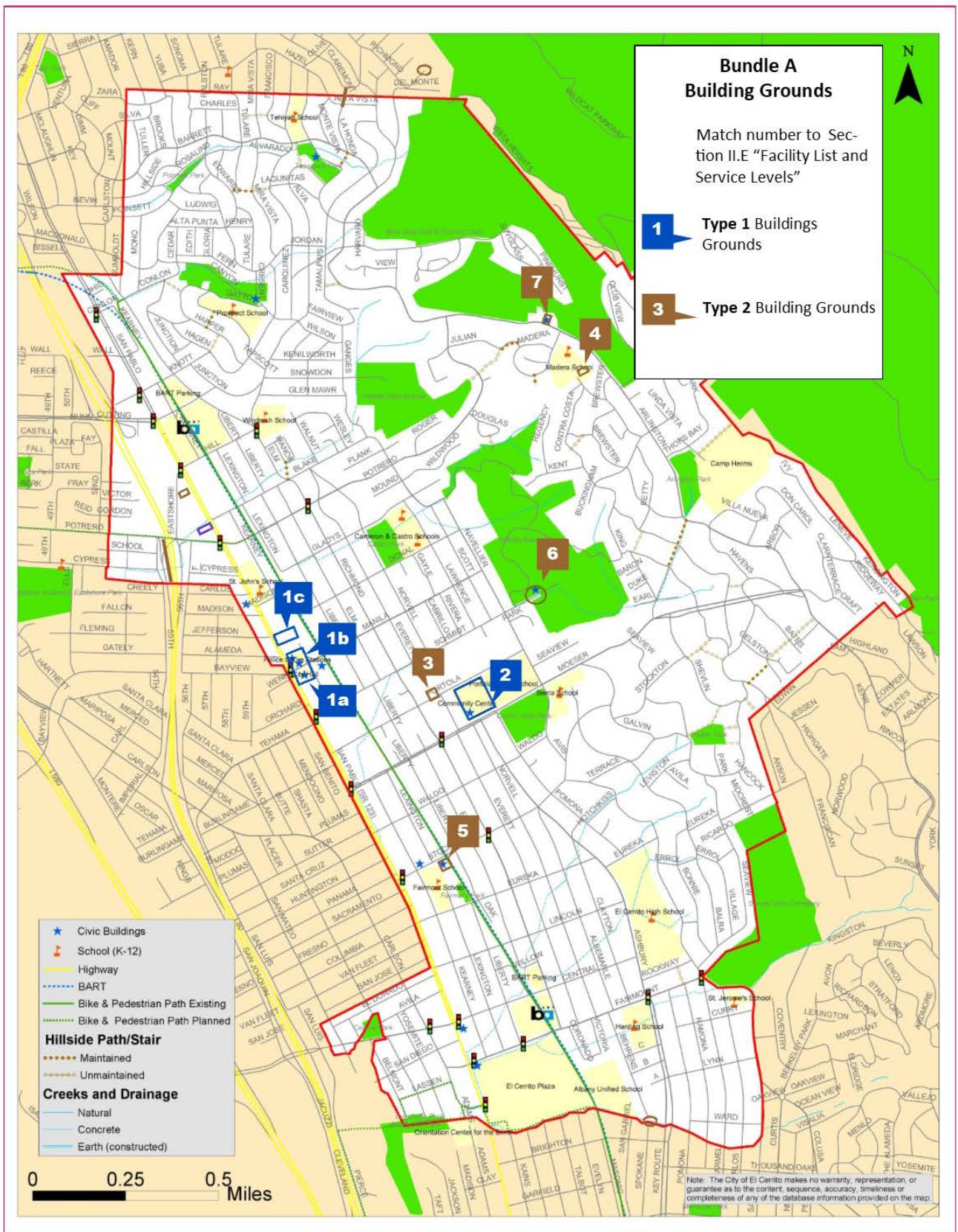
#	FACILITY	ACRES	FREQUENCIES			
	BUNDLE A (Building Grounds)	Acres	General Clean-Up	Mowing	Weeding	Trim/ Prune
	Building Grounds – Type 1					
1a	City Hall & Parking Lot	0.6	2 x per wk	NA	1 x per wk	quarterly
1b	Public Safety Building & Parking Lot	0.8	2 x per wk	bi-annual (11,000 sqft)	1 x per wk	quarterly

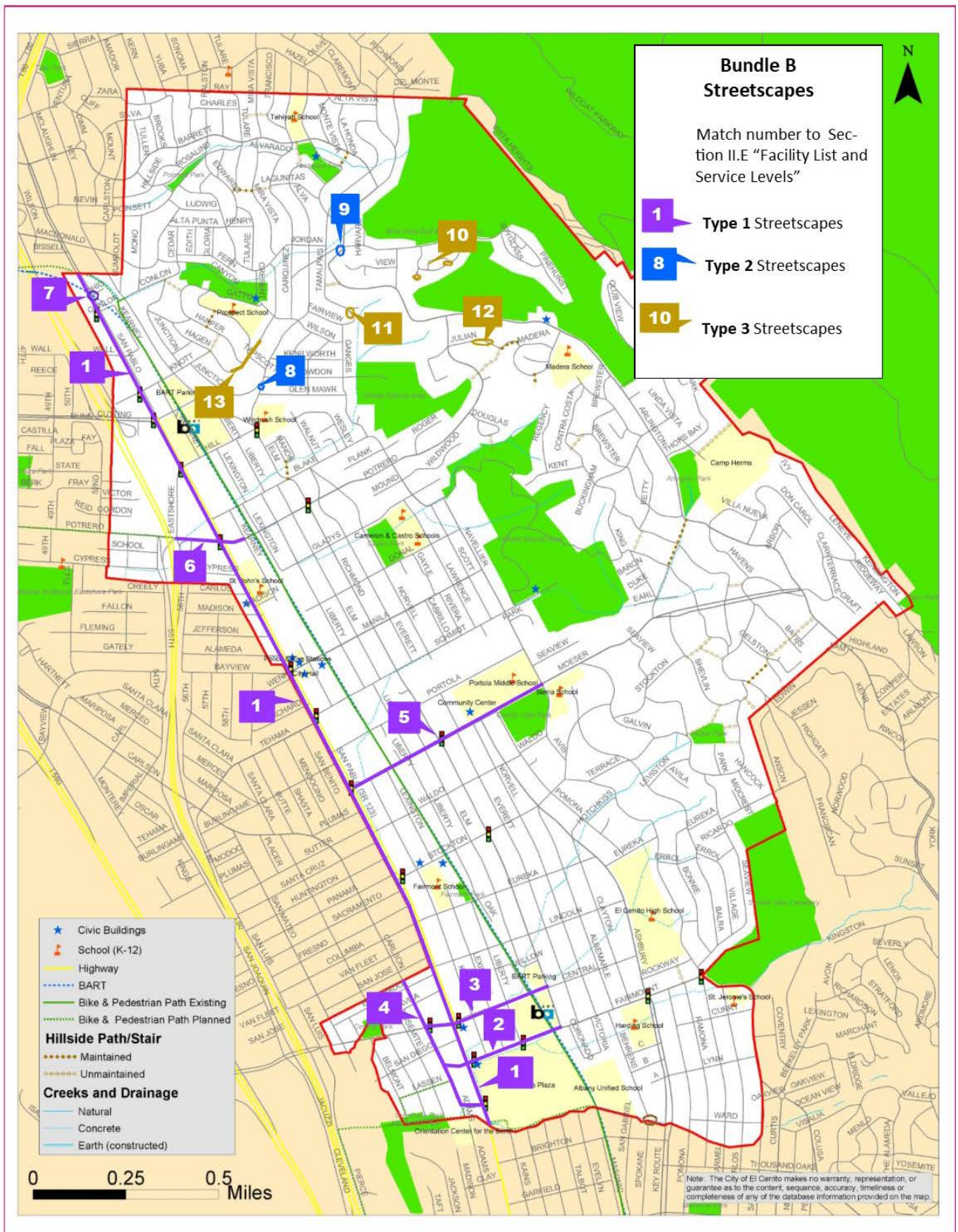
				weekly (2000 sqft)		
1c	Midtown Activity Center & Parking Lot	0.4	2x per wk	NA	1 x per wk	quarterly
2	Community/ Swim Centers & Parking Lot	1.7	2 x per wk	1 x per wk	1 x per wk	quarterly
	Building Grounds – Type 2					
3	Casa Cerrito Child Care Center & Playground	0.9	1 x per wk	quarterly	1 x per mo	quarterly
4	Madera Child Care Center & Playground	0.2	1 x per wk	NA	1 x per mo	quarterly
5	Library	0.3	1 x per wk	NA	1 x per mo	quarterly
6	RERC Raingardens & Islands	0.2	NA	NA	quarterly	quarterly
7	Fire Station 72	0.3	1 x per wk	NA	quarterly	quarterly
	Total Acres (Bundle A)	5.3				

#	FACILITY	ACRES	FREQUENCIES			
	BUNDLE B (Streetscapes - Sidewalks, Islands and Medians)	Acres	General Maint/ Clean-Up	Leaf Debris Removal	Weeding	Trim/ Prune
	Streetscapes -- Type 1			Oct thru Dec		
1	San Pablo Ave Streetscape (So. City Limit to No. City Limit)	12.4	1 x per wk	12 x per Fall	1 x per mo	quarterly
2	Fairmount Ave Streetscape (Carlson Blvd to Richmond St)	0.1	1 x per wk	12 x per Fall	1 x per mo	quarterly
3	Central Ave Streetscape (Carlson Blvd to Richmond St)	0.5	1 x per wk	6 x per Fall	1 x per mo	quarterly
4	Carlson Ave Streetscape (El Dorado to San Pablo Ave)	0.3	1 x per wk	3 x per Fall	1 x per mo	quarterly
5	Moeser Lane Streetscape (San Pablo Ave to Avis Dr)	0.3	1 x per wk	3 x per Fall	1 x per mo	quarterly
6	Potrero Ave Streetscape (Kearny St to Eastshore Blvd)	0.2	1 x per wk	3 x per Fall	1 x per mo	quarterly
7	Parcel at Ohio Ave and San Pablo Ave under Bart Track	0.04	1 x per wk	NA	quarterly	NA
	Streetscapes - Type 2	Acres	General Maint/ Clean-Up	Leaf Debris Removal	Weeding	Trim/ Prune
8	Elm Street and Cutting (Island only)	0.03	quarterly	quarterly	quarterly	quarterly
9	Arlington Ave and Cutting - Corner pie-shaped lot	0.05	quarterly	quarterly	quarterly	quarterly

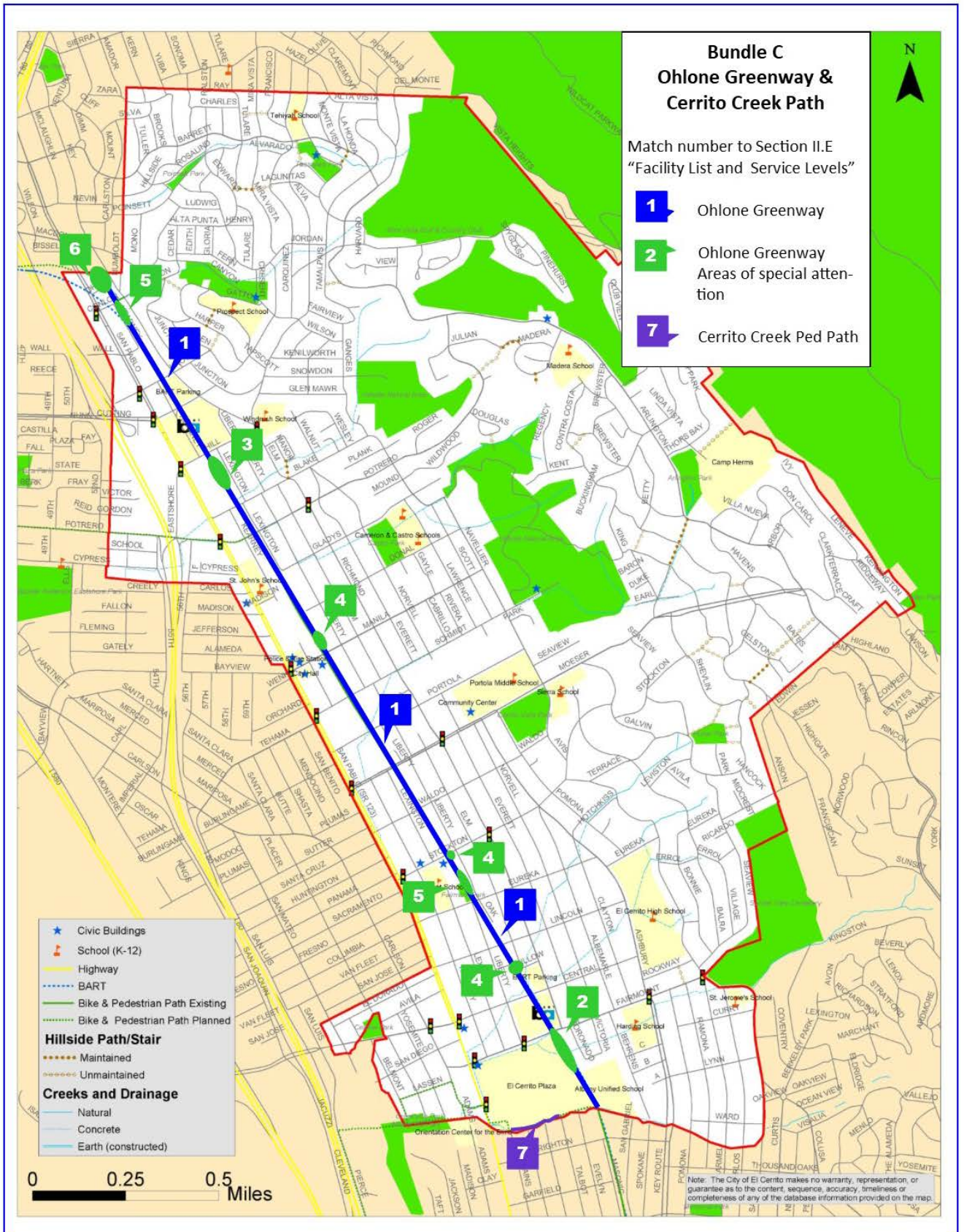
	Streetscapes - Type 3	Acres	General Maint/ Clean-Up	Leaf Debris Removal	Weeding	Trim/ Prune
10	Pebble Beach Dr - 3 separate traffic islands	0.05	bi-annually	bi-annually	bi-annually	bi-annually
11	Tamalpias Ave - Traffic Island near 2005 Tamalpias Ave	0.01	bi-annually	bi-annually	bi-annually	bi-annually
12	Julian Drive Traffic Island	0.23	bi-annually	bi-annually	bi-annually	bi-annually
13	Hagen Blvd and Tapscott Ave (Island only)	0.28	bi-annually	bi-annually	bi-annually	bi-annually
	Total for Bundle B	14.48				

#	FACILITY	ACRES	FREQUENCIES			
	BUNDLE C (Ohlone Greenway and Cerrito Creek Pedestrian Path)	Acres	General Maint/ Clean-Up	Refuse Collection	Mowing/ Weeding	Trim/ Prune
1	Ohlone Greenway (OG)	13.658	2 x per week	2x per week	1 x per month	quarterly
2	Raingarden (OG at Fairmount)	1.08	2 x per week	2x per week	1 x per month	quarterly
3	Bruce King Dog Park and Tree Park (OG at Hill St)	1.12	2 x per week	2x per week	1 x per month	quarterly
4	Pocket Parks (OG at Stockton; OG at Oak St; OG at Manila)	0.32	2 x per week	2x per week	1 x per month	quarterly
5	Sensitive Areas on OG (All creek beds; Wildflower Area between Conlon and Junction; Frog Habitat at Eureka)	0.55	2 x per week	2x per week	0	0
6	Baxter Creek Gateway Park	1.77	2 x per week	2x per week	quarterly	quarterly
7	Cerrito Creek & Pedestrian Path (Talbot to Kains Aves)	0.32	1x per week	1x per week	NA	quarterly
	Total for Bundle C	18.82				





Att. 2: Technical Specifications
Landscape Maintenance Services



Att. 2: Technical Specifications
Landscape Maintenance Services

CERTIFICATE OF ELECTION

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

I, Sherry M. Kelly, Acting City Clerk of the City of El Cerrito, State of California, do hereby certify, that at a General Election held in the City on the 6th day of November, 2018

JANET ABELSON

was elected to the office of

CITY COUNCILMEMBER

As appears by the official returns of the election, and the statement of votes cast now on file in the Office of the City Clerk.

In Witness Whereof, I have hereunto affixed my hand and official seal this 4th day of December, 2018.

Sherry M. Kelly, Acting City Clerk

CERTIFICATE OF ELECTION

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

I, Sherry M. Kelly, Acting City Clerk of the City of El Cerrito, State of California, do hereby certify, that at a General Election held in the City on the 6th day of November, 2018

GABRIEL QUINTO

was elected to the office of

CITY COUNCILMEMBER

As appears by the official returns of the election, and the statement of votes cast now on file in the Office of the City Clerk.

In Witness Whereof, I have hereunto affixed my hand and official seal this 4th day of December, 2018.

Sherry M. Kelly, Acting City Clerk



Agenda Item No. 7(A)

ELECTION OF CITY COUNCIL OFFICERS¹

Adopted: November 19, 1990

Revised: July 7, 1997

In order to fairly rotate the offices of Mayor and Mayor Pro Tem of the City Council among the five members of the Council, this policy is established.

CITY COUNCIL

A newly elected council member, who is not an incumbent, will serve a minimum of one year on the Council before qualifying to serve as Mayor.

Mayor Pro Tem will replace the outgoing Mayor.

Mayor Pro Tem will be the council member who has received the highest number of votes, compared to the other council members elected at the same time. This process continues until all council members elected in the same year have served as mayor.

An appointed council member shall join the rotation only after first being elected.

Newly elected and re-elected council members are added onto the existing order of rotation in the order of the number of votes received, from the highest number of votes to the lowest.

A council member may decline to serve as Mayor Pro Tem. This will drop the council member back one position in the rotation.

This format will be followed except in unusual or exceptional cases. The Council has the ultimate discretion to elect or not elect any council member for any office.

¹ All references to election of Redevelopment Agency Officers has been deleted due to dissolution of the Redevelopment Agency by the State of California.



AGENDA BILL

Agenda Item No. 7(B)

Date: December 4, 2018
To: El Cerrito City Council
From: Kristen Cunningham, Human Resources Manager
Karen Pinkos, Assistant City Manager
Subject: Adopt Memorandum of Understanding between the City of El Cerrito and the Public Safety Management Association – Fire Chief.

ACTION REQUESTED

Adopt a Resolution authorizing the City Manager to execute the attached Memorandum of Understanding (MOU) between the City of El Cerrito and the Public Safety Management Association – Fire Chief.

BACKGROUND

Lance Maples, the City's Fire Chief, will retire effective December 30, 2018. The City has announced that Michael Pigoni has been appointed to the position of Fire Chief.

Chief Michael Pigoni has served with the El Cerrito Fire Department since 1995 and in that time promoted through positions of Firefighter and Fire Captain to his current position of Battalion Chief since 2007. City management is confident that Chief Pigoni will continue to serve El Cerrito, as well as the Kensington Fire Protection District, with distinction and look forward to his leadership of the El Cerrito and Kensington Fire Departments.

Although the City Manager does not need City Council approval for the permanent appointment to the Fire Chief position, Council approval is required to enter into a MOU with the Public Safety Management Association – Fire Chief, a recognized bargaining unit.

ANALYSIS

The MOU outlines all of the terms and conditions for the position of Fire Chief. The provisions included in the agreement are consistent with the El Cerrito Municipal Code and Personnel Rules and Regulations, as well as the MOUs between the City and the El Cerrito Police Employees Association and Public Safety Management Association. The salary is within the current control point range for the position.

STRATEGIC PLAN CONSIDERATIONS

Adoption of this MOU will help fulfill City of El Cerrito Strategic Plan Goal A: Delivering Exemplary Public Services, specifically the objective of "Recruit and retain a talented and effective workforce", as well as Goal E: Ensure the Public's Health and Safety.

FINANCIAL CONSIDERATIONS

The compensation for the Public Safety Management Association - Fire Chief is included within the FY 2018-19 operating budget.

LEGAL CONSIDERATIONS

The MOU has been reviewed by both the Public Safety Management Association and City staff.

Reviewed by:



Scott Hanin
City Manager

Attachments:

1. Resolution
2. MOU Between City of El Cerrito and the Public Safety Management Association – Fire Chief

RESOLUTION NO. 2018-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO TO
ADOPT A MEMORANDUM OF UNDERSTANDING WITH THE PUBLIC SAFETY
MANAGEMENT ASSOCIATION – FIRE CHIEF

WHEREAS, it is in the City's best interest to recruit and retain high quality public safety management employees for the City; and

WHEREAS, an effective means for achieving this objective is to provide competitive salaries, benefits, and conditions of employment for said employees; and

WHEREAS, the City has a recognized bargaining unit of Public Safety Management Association - Fire Chief; and

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

WHEREAS, the City of El Cerrito and the Public Safety Management Association representatives have reached agreement regarding matters within the scope of representation, including wages, hours and other terms and conditions of employment as specified in the attached Memorandum of Understanding (Exhibit A).

NOW, THEREFORE, BE IT RESOLVED, that the El Cerrito City Council hereby adopts the attached Memorandum of Understanding for the Public Safety Management Association - Fire Chief; and directs the City Manager to execute the agreement.

I CERTIFY that at a regular meeting on December 4, 2018, the El Cerrito City Council passed this resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on December 4, 2018.

Sherry Kelly, Acting City Clerk

APPROVED:

Gabriel Quinto, Mayor

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL CERRITO
AND
THE EL CERRITO PUBLIC SAFETY MANAGEMENT ASSOCIATION
FIRE CHIEF

December 31, 2018 through December 31, 2023

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL CERRITO AND
PUBLIC SAFETY MANAGEMENT ASSOCIATION – FIRE CHIEF**

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 et seq). The parties to this Memorandum of Understanding are the City of El Cerrito, State of California, which hereinafter shall be referred to as “City,” and the El Cerrito Public Safety Management Association – Fire Chief, which hereinafter shall be referred to as “Association – Fire Chief.” The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employee represented by the Association – Fire Chief and have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment, conditions and employee relations of such employee.

This Memorandum of Understanding shall be presented to the City Council as a joint recommendation of the undersigned for salary, fringe benefits, and other working conditions for the period beginning December 31, 2018 and shall be in full force and effect at such date as herein prescribed, upon ratification by both the City Council and affected member of the Public Safety Management Association – Fire Chief. Unless sooner terminated, as provided in this Memorandum of Understanding, the terms and conditions of this agreement shall remain in force until adoption of a successor agreement. Any other term of this Memorandum of Understanding notwithstanding, either party may terminate this Memorandum of Understanding effective on or after December 31, 2023, with 30 days minimum written notice.

It is expressly understood and agreed to by the parties that this Memorandum of Understanding will automatically terminate and be of no further legal force or effect if Michael Pigoni ceases to be the Fire Chief for the City of El Cerrito.

City of El Cerrito

**Public Safety Management Association
- Fire Chief**

Karen Pinkos, City Manager

Michael Pigoni, Fire Chief

Date: _____

Date: _____

Kristen Cunningham,
Human Resources Manager

Stephen Bonini
Association Representative

Date: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL CERRITO
AND
PUBLIC SAFETY MANAGEMENT ASSOCIATION – FIRE CHIEF**

This Agreement is entered into by and between the City of El Cerrito, hereinafter referred to as the “City,” and the El Cerrito Public Safety Management Association – Fire Chief Michael Pigoni, hereinafter referred as the “Fire Chief.” This Agreement establishes the salaries, benefits, and conditions of employment for the City’s public safety management employee – Fire Chief Michael Pigoni as follows:

CHAPTER 1

MANAGEMENT EMPLOYEE

- 1.1 Subject to the provisions of this agreement, The Fire Chief is an at-will employee who serves at the discretion of the City Manager. Pursuant to Section 3.10.020 of the El Cerrito Municipal Code, the Fire Chief is not entitled to any of the rights or protections of the City’s civil service system. In the event that the Fire Chief is removed from his position as Fire Chief, he may, at his discretion, return to his prior position as Battalion Chief in the El Cerrito Fire Department, as permitted under El Cerrito Municipal Code § 3.10.090 and any related rules or regulations. Should the Fire Chief return to his prior position as Battalion Chief, he shall be credited with all service time with the City of El Cerrito and not suffer a loss of seniority and enjoy all benefits and compensation of a Battalion Chief. Reversionary rights will not apply in the case of termination based upon an independent finding of misconduct, made by the Civil Service Commission or a mutually agreed hearing officer.

The Fire Chief shall be entitled to those rights contained in the Firefighters Procedural Bill of Rights Act, and specifically to those rights contained in Government Code Section 3254(c). However, such rights shall not be deemed to create a property interest in the job of Fire Chief or to make the job of Fire Chief other than an at-will position within the City.

- 1.2 Management employee is, for purposes of this section, the individual actively involved in the following classification: Fire Chief.

CHAPTER 2

SALARIES AND BENEFITS

2.1 Salary

- A. Consistent with the El Cerrito City Council Resolution for Management and Confidential Employees, a salary range of 25% above and below the control point of \$17,713 shall be created within which the City Manager may approve salary adjustments of up to 10% per calendar year.
- B. Effective December 31, 2018, the Fire Chief will receive a monthly salary of \$17,713.

- C. Effective the first full pay period in July 2019, the City will increase the salary for the Fire Chief by the April to April San Francisco Area Consumer Price Index (CPI). This salary increase will be no less than 2.0% and no more than 4.0%.
- D. Effective July 2020, the City shall survey similar cities as those surveyed by the El Cerrito Firefighters Association and establish a new control point for the Fire Chief classification.
- E. Effective the first full pay period in July 2021 and July 2022, the City will increase the salary for the Fire Chief by the April to April San Francisco Area Consumer Price Index (CPI). This salary increase will be no less than 2.0% and no more than 4.0%.

2.2 Uniform Allowance

The uniform allowance for the Fire Chief is \$725 per fiscal year. Uniform allowance shall be paid on the first payroll date in December, covering the fiscal year beginning the prior July. Such payment shall be by check, separate from the normal payroll check.

2.3 Auto Allowance

The City will supply an automobile to the Fire Chief who, in the opinion of the City Manager, requires a City vehicle as an integral part of their work. Alternately, the City will provide a cash allowance of up to \$350 per month in lieu of use of a City automobile.

2.4 Pension Plan Benefits and Reimbursement

- The City's contract with the California Public Employees Retirement System (CalPERS) provides the Fire Chief with the 3% at Age 50 CalPERS plan. This plan includes the CalPERS single highest year option, service credit for unused sick leave, Pre-Retirement Optional Settlement 2 Death Benefit, 1959 Survivor Benefit Fourth Level, and Retired Death Benefit.
- The 3% at age 50 CalPERS Plan has a 9.0% employee contribution. The Fire Chief shall make an additional 3.0% contribution to CalPERS for a total employee contribution of 12.0%.

2.5 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 the employee who chooses the "no medical plan" option, the City will contribute an amount equivalent to the lowest cost (currently Kaiser) medical plan 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 cost (currently Kaiser) single premium in employee's flexible spending account. If the employee and a dependent are enrolled in a City medical plan, the employee shall receive the equivalent to the lowest cost (currently Kaiser) two-party premium in employee's flexible spending account. If the employee and more than one dependent are enrolled in a City medical plan, the employee shall receive the equivalent to the lowest cost (currently Kaiser) family premium in employee's flexible spending account.

- B. The employee may select one of the following medical plans within their individual Flexible Benefits Plan:
 - HMO Kaiser (S)
 - Alternative HMO
- 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 the employee has alternate comprehensive group medical coverage through a spouse'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 single Kaiser medical 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.
- E. The employee may contribute salary up to the IRS limits on a pretax basis in order to purchase the following benefits:
 - Medical Premiums, Co-Payments, and Deductibles
 - Dental Premiums, Co-Payments, and Deductibles
 - Un-reimbursed Medical & Dental Expenses
 - Dependent Care

Rules governing the allocation and distribution of such funds shall conform to applicable sections of State and Federal tax codes and the City of El Cerrito's Flexible Benefits Plan.

- F. The health benefit programs recognize the participation of domestic partners of the eligible employee. Please refer to the City's Citiflex document for details.
- 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 Fire Chief agrees to reopen negotiations for the sole purpose of implementing alternative medical coverage.

2.6 Dental Plan

Through the duration of this agreement the City will pay the full cost of employee plus dependent coverage under the Delta Dental Plan.

2.7 Retirement Health Plan

A. Retirees, survivors of retirees and survivors of deceased employees, unless prohibited by the carrier, will be permitted to maintain the current level of health plan benefits available to employees. Retirees, survivors of retirees and survivors of deceased employees may maintain such health plan benefits at their discretion and with no cost to the City.

B. Post-Employment Health Plan Retiree Medical:

The City shall contribute \$300 per month for the member's Post employment Health Plan account.

2.8 Life Insurance

The City will provide a term life insurance policy for the Fire Chief. The principal sum shall be equal to the annual salary rounded to the nearest \$1,000 (up to a maximum of \$100,000).

2.9 Long-term Disability Insurance

The City shall provide the Fire Chief with long-term disability insurance with coverage of two-thirds salary up to the maximum set by the Municipal Pooling Authority and a sixty-day elimination period. Like regular wages, this benefit is taxable.

2.10 Benefit Status

A. The salary and benefits contained within this Memorandum of Understanding are granted only to the Fire Chief if he is in a current pay status. The City shall incur no cost, nor shall benefits accrue for retirees, survivors, or employees in a non-pay status, unless the employee is granted medical leave of absence or military leave of absence.

B. In the event the Fire Chief is in a non-pay status because of a disputed workers' compensation claim, benefits under this article shall be continued upon written agreement of the affected employee to repay to the City the amount of any premiums paid by the City during the non-pay status period if the employee's claim is denied by the Workers Compensation Appeals Board or withdrawn by the employee prior to a decision by the Board.

2.11 California Fire Service and Rescue Emergency Mutual Aid

Consistent with the El Cerrito City Council Resolution 2015-28 for portal to portal overtime reimbursement for all personnel assigned to emergency incidents through the California Fire Assistance Agreement, the Fire Chief will be compensated portal to portal while in the course of their employment and away from their official duties and assigned to an emergency, in support of emergency incidents or prepositioned for emergency incidents. The City will compensate the Fire Chief for any time worked outside of their regular eight (8) hour day. This compensation will be at the overtime rate of time and one-half (1-1/2).

CHAPTER 3 HOLIDAYS

3.1 Holidays

The following holidays are recognized as municipal holidays for pay purposes:

New Year's Day	Labor Day
Dr. M.L. King Jr. Birthday (3rd Monday in January)	Veteran's Day
President's Day (3rd Monday in February)	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day (July 4)	Christmas Eve Day
	Christmas Day
	½ Day New Year's Eve

In the event that any of the aforementioned days falls on a Sunday, the following Monday shall be considered a holiday for pay purposes. In the event that any of the aforementioned days fall on a Saturday, the preceding Friday shall be considered a holiday for pay purposes. The afternoon of New Year's Eve, commencing at 12 noon, shall be considered a holiday for pay purposes. In the event New Year's Eve falls on a Sunday or a Monday, the preceding Friday afternoon shall be considered a holiday for pay purposes. The City Manager may make changes in the above schedule in accordance with the needs of the City.

3.2 Birthday and Floating Holidays

In addition to the recognized municipal holidays, the Fire Chief shall receive annually three (3) floating holidays, subject to the same requirements for scheduling vacation. Floating holidays must be taken during the fiscal year they are received and may not be carried over and accumulated.

The Fire Chief is allowed an additional holiday on the birthday or another day at the convenience of the City.

3.3 Compensation for Municipal Holidays

- A. If the Fire Chief is on leave-of-absence without pay, he shall not receive any compensation for holidays occurring during such leave.
- B. The Fire Chief must be in a pay status on the workday preceding a holiday to be eligible to be compensated for the holiday.

CHAPTER 4

SICK LEAVE, WORKERS' COMPENSATION, FAMILY SICK LEAVE, AND OTHER LEAVES

4.1 Accrual of Sick Leave – Rate

Sick leave shall accrue at the rate of 11 hours and 25 minutes per calendar month worked, provided he has worked or been authorized leave with pay for at least ten working days in the month.

4.2 Sick Leave - Maximum Accrual

The maximum accumulation of sick leave is unlimited.

4.3 Activity During Sick Leave

No employee who is absent from work on sick leave shall engage in any work or other activity that would interfere with the employee's ability to return to work to perform regular duties.

4.4 Sick Leave Retirement Benefit

Upon retirement from City service, the Fire Chief shall be entitled to compensation for one-fourth of the accumulated sick leave on the books at the time of such retirement, with a maximum payment equivalent to 200 hours pay, at the employee's option. Actual sick leave remaining on the books will be reported to PERS in accordance with PERS regulations governing the sick leave credit contract option. In no case will unearned sick leave be reported for the purpose of increasing the member's retirement as prohibited by PERS.

The date of disability retirement for the employee may be established or determined to be effective prior to the expiration of sick leave benefits.

4.5 On-the-Job Injury

The Fire Chief is eligible for benefits (salary continuance) for time off work due to on-the-job injuries as specified in Labor Code Section 4850.

4.6 Unused Sick Leave Upon Death

The value of accrued sick leave shall be paid (based upon the current hourly rate) to the surviving spouse or designated beneficiary upon the death of the Fire Chief.

4.7 Family Sick Leave

Under Labor Code Section 233, employees may utilize accrued sick leave to care for an ill or injured child, spouse or parent. The City has extended this provision to include domestic partners and their dependent children. There is no requirement that the illness or injury reach the level of seriousness provided for under the Family and Medical Leave Acts. However, if the illness or injury qualifies under the Family and Medical Leave Act, it also satisfies the "family sick leave" criteria. The maximum "family sick leave" allowed each calendar year that is subject to this provision is one-half (1/2) of the employee's annual accrual of sick leave. Additional family sick leave may be taken subject to departmental regulations and approval of the City Manager.

4.8 Bereavement Leave

The Fire Chief is entitled to time off with pay when there is a death or anticipated death in the immediate family. Bereavement leave shall not exceed five (5)

consecutive days 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 days following death. Additional time may be granted and charged as sick leave when, in the opinion of the City Manager, 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, 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 City Manager shall make the decision as to qualification for bereavement leave.

4.9 Administrative Leave

The Fire Chief shall receive administrative leave in recognition of extraordinary working hours and conditions. The City Manager will annually approve the number of leave hours by the individual employee based on the amount of overtime performed and the quality of work produced. The annual amount of time assigned shall not exceed eighty (80) hours. Unused administrative leave cannot be carried over from year to year or cashed out at year-end or upon separation.

4.10 Family and Medical Leave

Pursuant to State and Federal law, the City will provide family and medical care leave for eligible employees. The City Family Care and Medical Leave policy sets forth employees' rights and obligations with respect to such leave. Rights and obligations which may not be specifically set forth in the City's policy are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA") and the regulations of the California State

Pregnancy Disability Act and the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code Section 12945.2). Unless otherwise provided by the City's policy or this Memorandum of Understanding, "Leave" under this article shall mean leave pursuant to the FMLA.

CHAPTER 5 VACATION

5.1 Eligibility

The Fire Chief shall be eligible to take a paid vacation, unless otherwise provided by the City Manager.

5.2 Scheduling

The scheduling of annual vacation leave and the amount to be taken at any one time shall be determined by the Fire Chief, subject to City Manager approval, in

accordance with departmental regulations and with regard for the needs of the City and the preference of the employee.

5.3 Vacation at Termination

The Fire Chief, who leaves the municipal service with accrued vacation leave, shall be paid the amount of accrued vacation to the date of termination. Payment for accrued vacation shall be at the Fire Chief's current rate of pay.

5.4 Effect of Extended Military Leave

A Fire Chief who interrupts his/her City service because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective.

5.5 Sick Leave During Vacation

Vacation leave may be converted to sick leave subject to the review and approval of the City Manager, if the Fire Chief is injured or sick during the vacation for a period in excess of 24 hours.

5.6 Vacation Cap and Implementation

A. Vacation Cap

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, the employee will cease accruing vacation hours until such time as the balance falls below the cap. No employee will be allowed to accrue vacation hours above the cap, unless an employee has a worked related injury and is on 4850.

B. Implementation

Vacation hours in excess of two (2) times the annual accrual rate, the excess hours will be placed in a separate vacation bank.

5.7 Separate Vacation Bank

Any accrued vacation in excess of two (2) times the annual vacation accrual rate will be placed in a separate Vacation Bank. This will be a single, one time process. Employee shall be entitled to use or sell the hours in the Bank for vacation in the same manner as regular vacation hours. The hours shall be paid out at the employee's current rate of pay.

5.8 Vacation Cash-Out

Employees may annually cash-out up to 16 days (128 hours) of vacation provided that they have taken a minimum of 16 vacation days (or administrative leave for management employees) in the previous fiscal year and maintain a vacation balance of 40.0 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). Employees must reduce their separate vacation bank first when cashing out vacation. 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 July 1 of the fiscal year before the fiscal 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.

5.9 Accrual

Unless otherwise provided by the City Manager, vacation leave will be accrued from the first day of employment when a Fire Chief is in a pay status and will be credited on a monthly basis. Municipal holidays shall not be counted during vacation. The schedule is on the next page.

Vacation Benefit	
<u>Service</u>	<u>Hrs. Earned/Year (40-hour week)</u>
Accrue during 1st year	88
2	96
3	96
4	104
5	112
6	120
7	120
8	128
9	128
10	136
11	136
12	144
13	144
14	152
15	152
16	160
17	160
18	168
19	168
20	176
21	184
22	192
23	200
24	208
25	216
26	224
27	232
28	240
29	248
30	256
31	264
32	272
33	280
34	288

CHAPTER 6

WORK SCHEDULE

6.1 Workweek

The workweek for the Fire Chief is as required by the City. The normal work day is eight (8) hours per day. Alternate work schedules may require working different scheduled hours as determined per City operations.

CHAPTER 7

EDUCATION BENEFITS

7.1 Tuition Refund Plan

The Fire Chief is eligible for educational cost reimbursement up to a maximum of \$1,000 per year for work-related studies at a recognized college, university or professional school. Course content should relate to one of the following:

- A. Knowledge or skills needed by the employee in his/her present job;
- B. Preparation for promotional opportunities or advancement in the same or different field within the City organization.
- C. The requirements of a program leading to a degree, at an approved institution, which enhances the employee's job knowledge or on-the-job skills.

Procedures for obtaining reimbursement and limitations regarding reimbursement may be found in the City of El Cerrito administrative procedure on educational expense reimbursement.

CHAPTER 8

MISCELLANEOUS POLICIES FOR THE FIRE CHIEF

8.1 Continuing Education

It is the policy of the City that management employees, including the Fire Chief, take part in some educational or training course each year, and the City Council will attempt to provide funds in each budget for such purpose.

8.2 Membership

It is the policy of the City to provide paid membership in approved professional associations for management employees, including the Fire Chief. This policy shall

include publications associated with membership and other educational materials as may be approved.

8.3 Conferences

It is the policy of the City that each management employee, including the Fire Chief, attend (as a member) professional conferences of his or her peers each year at City expense, subject to any budgetary constraints. These conferences would include but are not limited to Cal Chiefs, California Special Districts Association, California Joint Powers Association and others to provide representation for the City and as approved by the City Manager.

8.4 Benefit Relationship to Rank and File

If new or deleted material benefits and/or cost sharing mechanisms are agreed to with the Firefighters' Association, they would apply to the Fire Chief.