AGENDA

SPECIAL CITY COUNCIL MEETING
Tuesday, April 17, 2018 – 6:15 p.m.
Hillside Conference Room

REGULAR CITY COUNCIL MEETING
Tuesday, April 17, 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

ROLL CALL

6:15 p.m. CONVENE SPECIAL CITY COUNCIL MEETING

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 and to items on the special meeting agenda only.

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.

ADJOURN SPECIAL CITY COUNCIL MEETING

ROLL CALL

7:00 p.m. CONVENE REGULAR CITY COUNCIL MEETING

1. PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF MOMENT OF SILENCE – *Councilmember Greg Lyman.*

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 & City 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 – Item Nos. 4(A) through 4(G)

A. Approval of Minutes

Approve the April 3, 2018 Regular City Council meeting minutes.

B. Construction Contract Award for Centennial Park Phase I Improvements

Adopt a resolution taking the following actions: 1) Approving plans for the Centennial Park – Phase 1 Improvements, City Project No. C5037; 2) Accepting the five submitted bids for the Project; and 3) Authorizing the City Manager to execute a contract in the amount of $337,310 with Green Valley Group, Inc. and to approve change orders in an amount not to exceed $32,000 for the construction of the Project.

C. Senate Bill 1 – The Road Repair and Accountability Act, List of Projects for Fiscal Year 2018-19

Adopt a resolution adopting a list of projects to receive funding from Senate Bill 1 – The Road Repair and Accountability Act, Road Maintenance and Rehabilitation Account revenues in Fiscal Year 2018-19.

D. Opposition to Tax Fairness, Transparency and Accountability Act of 2018

Adopt a resolution opposing the Tax Fairness, Transparency and Accountability Act of 2018 sponsored by the California Business Roundtable on the grounds that the measure would harm the ability of local communities to adequately fund services, and directing the City Clerk to email a copy of the resolution to the League of California Cities.

E. OpenGov, Inc. Professional Services Agreement Amendment

Adopt a resolution authorizing the City Manager to amend the Professional Services Agreement between the City of El Cerrito and OpenGov, Inc. in an amount not to exceed $50,000 annually bringing the total contract amount not to exceed $236,000 of the term of the agreement through October 22, 2022.

F. Summer 2018 City Council Meeting Schedule

Approve a reduced City Council meeting schedule consisting of the third Tuesday in July and August, and third Monday in September 2018. City Council meeting dates in July, August and September 2018 would be held on Tuesday, July 17 and August 21 and Monday, September 17, 2018 (Yom Kippur begins on September 18) with an additional request to keep the first Tuesday in August and September reserved for additional meetings as needed.

G. Support of the Reinstatement of the Freedom for Immigrants Advocates Program

At the request of Councilmembers Fadelli and Mayor Pro Tem Pardue-Okimoto, adopt a resolution requesting the reinstatement of the Freedom for Immigrants Advocates Program at the West Contra Costa County Detention Facility and Jail to provide access to the community visitation program for detained undocumented immigrants and the program Hotline so long as program participants follow facility policies like other agencies.

5. PRESENTATIONS – *None*

6. PUBLIC HEARINGS

A. Purchase and Sale Agreement with Mradula and Kanti Patel for 1718 Eastshore Boulevard

Conduct a public hearing and upon conclusion adopt a resolution authorizing execution of a purchase and sale agreement with Kanti Patel and Mradula Patel for the disposition of 1718 Eastshore Boulevard for the purpose of hotel development. *The approval of entitlements for the proposed development will require environmental analysis under the California Environmental Quality Act (CEQA). The Purchase and Sale Agreement preserves the City's discretionary rights to condition any entitlement approvals on the completion of the appropriate CEQA analysis and the implementation of any required mitigation measures or alternatives necessary to address environmental impacts identified in the CEQA analysis.*

B. Master Fee Schedule Revision for Fiscal Year 2018-19

Conduct a public hearing and upon conclusion, adopt a resolution approving the Fiscal Year 2018-19 Master Fee Schedule.

C. Storm Drain Annual Report and Method of Collecting Storm Drain Fees

Conduct a public hearing and upon conclusion adopt a resolution approving the Fiscal Year 2018-19 Storm Drain Annual Report and directing that Storm Drain Fees be collected on the property tax rolls.

D. Landscape and Lighting Assessment District No. 1988-1

Conduct a public hearing and upon conclusion adopt a resolution setting the annual Landscape and Lighting Assessment for Fiscal Year 2018-19 as $72 per residential parcel and as noted in the Engineer’s Report for other classes of properties.

7. POLICY MATTERS

A. El Cerrito Police Employees’ Association Memorandum of Understanding

Adopt a resolution approving the Memorandum of Understanding between the City of El Cerrito and the El Cerrito Police Employees’ Association (PEA).

B. El Cerrito Public Safety Management Association Memorandum of Understanding

Adopt a resolution approving a Memorandum of Understanding between the City of El Cerrito and the El Cerrito Public Safety Management Association – Police Management unit.

8. CITY COUNCIL LOCAL AND 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, May 1, 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 cmorse@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.

Special City Council Meeting – 6:15 p.m.

THE CITY OF EL CERRITO

Date: April 17, 2018

To: Honorable Mayor and Members of the City Council

From: Cheryl Morse, City Clerk

Subject: Commission Interviews

APRIL 17 INTERVIEW SCHEDULE

6:15 p.m.	Richard Fernandez	[Arts]
6:30 p.m.	Eva Jo Meyers	[Arts]
6:45 p.m.	Council Deliberation	

Alison Cooper, an applicant for the Arts and Culture Commission contacted staff as the agenda was going to print to ask if her interview could be re-scheduled to a future date.

BACKGROUND

Staff began publicizing vacancies on all the Boards, Commissions and Committees in September 2017. Vacancies were published on the City's website and in the West County Times, posted at City Hall, the Community Center and Library. Although the City conducts a continuous recruitment, the deadline for submitting applications for the first round of interviews was set at December 4 however additional applications continued to be submitted throughout December 2017 and the initial deadline was extended to January 8. The City Council interviewed candidates for Boards and Commissions at special meetings held on January 4, January 16 and February 6, and February 20, 2018. The City Council also met on March 6 to follow up on its appointments and deliberations. Recruitment for remaining positions was extended to March 30 and is currently advertised as a continuous recruitment.

VACANCIES

Existing vacancies on each board, commission and committee are listed on the attached matrix and are also listed below for ease of reference.

EL CERRITO BOARDS AND COMMISSIONS

Arts and Culture Commission	1 Vacancy
Citizens Street Oversight Committee	3 Vacancies
Financial Advisory Board	1 Vacancy

Parks and Recreation Commission 1 Vacancy

Attachments:

1. Applicant Matrix
2. Candidate Applications
3. Interview questions for consideration

2018 Board and Commission Applicant Matrix

Attachment 1

*** Updated: 4/9/2018**

	Arts & Culture (1)	*Citizens Street Oversight (3)*	*Civil Service Commission (0)*	*Committee on Aging (2)*	*Crime Prevention (8)*	*Design Review Board (0)*	*Economic Devt. Cmte (7)*	*Environmental Quality (3)*	*Financial Advisory Board (1)*	*Human Relations (0)*	*Park and Recreation (1)*	*Planning Commission (0)*	*Urban Forest Committee (9)*	*CC Library Alternate (0)*	*CCTA Citizens Advisory (0)*	*Interview Date*	*Appointed?*
Keith Alexander[1]							1					2					
Paul Allen		1				3					2					2/20	STREET
Ben Chuaqui						1					1	2				2/6	DRB
Alison Cooper		1														4/17	
Greg Crump												1				2/6	PLN
Richard Fernandez	1															4/17	
Derik Hilliard							1			2						2/20	
Douglas Hund						2						1				2/20	
John "Barry" Koops														1		2/20	LIB-Alt
Jessica Laird										1						2/20	HRC
Art Machado											1					2/20	
Eva Jo Meyers	1															4/17	
Alison H. Moreno[2]								1			2						
Joy Navarrete						2						1				2/6	PLN
Margo Parisi										1						2/20	HRC
Tenzin Rangdol							3		2	1						2/20	
Christopher Sterba	1																ARTS
Jun Sunseri											1					2/6	PRKS
John Thompson						1										1/16	DRB
Bruce L. Yow			1								2				3	1/16	CSC, CCTA

[1] Will pursue appointment to EDC first.
[2] Will pursue appointment to EQC first.

THE CITY OF EL CERRITO

OFFICE OF THE CITY CLERK

April 17, 2018
Special City Council Meeting

Commission Interviews

Attachment 2 Applications

is available for review in hardcopy format at the following locations:

Office of the City Clerk
10940 San Pablo Avenue
El Cerrito
(510) 215-4305

and

The El Cerrito Library
El Cerrito
6510 Stockton Avenue

City of El Cerrito
BOARD/COMMISSION INTERVIEW QUESTIONS

1. Will you give us a quick summary of why you chose to apply or how you selected the _______________ commission/board?

2. Briefly outline what in your professional background, work experience, education, or volunteer work would be relevant to the commission/board and highlight any special or unique qualifications or qualities you feel would contribute to the commission?

3. Are you aware of any issues that this commission addressed recently? Have you attended any commission or council meetings?

4. Do you have any thoughts or ideas on how this commission might contribute to the quality of life in El Cerrito?

5. In the few minutes remaining do you have any questions for us?

EL CERRITO CITY COUNCIL

MINUTES

REGULAR CITY COUNCIL MEETING
Tuesday, April 3, 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

ROLL CALL

Councilmembers Abelson, Fadelli, Lyman, Pardue-Okimoto, and Mayor Quinto all present.

7:00 p.m. CONVENE REGULAR CITY COUNCIL MEETING

Mayor Quinto convened the regular City Council meeting at 7:00 p.m.

1. PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF MOMENT OF SILENCE was led by Councilmember Fadelli.

2. COUNCIL / STAFF COMMUNICATIONS

<u>Mayor Pro Tem Pardue-Okimoto</u> reported on her attendance at the annual St. Peter Christian Methodist Episcopal Church breakfast. Former Chief of Police, Sylvia Moir, initially reached out to the church to meet with the African American community. Police Chief Keith and officers in his department have continued this tradition. Mayor Pro Tem Pardue-Okimoto expressed appreciation for the Police Department's extra effort toward building bridges in the community and also invited all to attend the celebration of extended library hours tomorrow.

<u>Councilmember Lyman</u> reported that the Charter Committee last met on March 22 and has concluded its work. The Committee recommended a charter that the City Council will consider in the future. Councilmember Lyman thanked all of the committee members for their work. Regarding, Marin Clean Energy (MCE), Councilmember Lyman announced that rates will remain the same as last year. MCE is rolling out its energy programs and services to nine new communities in Contra Costa County.

<u>Councilmember Abelson</u> invited all to attend the local Earth Day Celebration and work parties on April 21. It is not too late to sign up for a work party if you would like to volunteer. Registration information can be accessed on-line. The festivities will include free lunch.

Councilmember Fadelli acknowledged the Public Works Department for the great new signage, seating and recycling bins that have been placed along the Ohlone Greenway. Councilmember Fadelli also praised the City for its involvement in the West Contra Costa Unified School District intern program and stated that he is happy about the pool re-opening and new improvements at the Swim Center. He recommended that tonight's City Council meeting be adjourned in memory of Martin Luther King, Jr.; Councilmember Fadelli's greatest American hero.

Mayor Quinto stated that the West County Mayors received a presentation on March 22 from West Contra Costa Transportation Advisory Committee Executive Director, John Nemeth regarding an upcoming transportation ballot measure and also received a presentation on homelessness in the county. A quarter of the entire homeless population in the County resides in West Contra Costa County. Mayor Quinto also attended the League of California Cities East Bay Division meeting in Fremont and received a presentation about emergency management in California. On March 30 he attended the Chamber of Commerce and Rotary Club mixer with Councilmember Fadelli at the Country Club located in El Cerrito. On February 27, Mayor Quinto visited home-bound and disabled seniors as part of the Meals on Wheels program. Mayor Quinto also attended a Good Friday breakfast at St. Peters CME Church with other City Councilmembers and police officers and invited all to join him in celebrating extended hours at the Library on April 4.

3. ORAL COMMUNICATIONS FROM THE PUBLIC

Richard Bell**,** El Cerrito, stated that the CIVIC program that is being thrown out of the West Contra Costa County Detention Center punishes the most vulnerable population. Mr. Bell said he is looking forward to seeing what the City Council will do.

Robin Mitchell, El Cerrito, expressed appreciation for the work of the Charter Committee and City Attorney. She was very impressed with how professional and thoughtful the committee members were. Ms. Mitchell also spoke about the plight of rising rents and how it affects residents and local businesses.

Al Miller, El Cerrito, expressed his gratitude for the extended hours at the library. Mr. Miller said that there will be a work project at the library on Earth Day and invited volunteers to join. The Library has a great program, "Books for the Homebound" that is available for use and includes a visit and delivery of books to homebound seniors and the disabled. Mr. Miller also stated, as Director of the Stege Sanitary District, that Stege rates have not increased in the past two years.

Judith Tannenbaum, El Cerrito, urged the City Council to take a public stand against the Sheriff rescinding access to the CIVIC (now called Freedom for Immigrants) visiting and hotline program. Abuses aren't limited to those reported by detainees but also extend to everyone particularly African Americans who are detained at the jail. Ms. Tannenbaum also said there is a great deal wrong with Sheriff Livingston's jails in the practice of his, and his deputies, consistent use of threats, retaliation and willingness to put County residents in danger via the threats and retaliation. Ms. Tannenbaum also reported that she attended a Charter Committee meeting and was very impressed and grateful to staff for looking at mechanisms which will allow residents to have the services they want.

Sherry Drobner, El Cerrito, also urged the City Council to pass a resolution and take a stand regarding reinstatement of the former CIVIC program at the West County detention center/jail. Ms. Drobner stated that Sheriff Livingston's action was retaliatory. Sheriff Livingston was investigated with a conclusion that things were fine and will be investigated again. Ms. Drobner stated that the Richmond City Council passed a resolution and emphasized that the City Council needs to take a stand.

Miguel Espiño, El Cerrito, urged the City Council to take a stand against the expulsion of the CIVIC program at the West County jail. Detainees are being treated inhumanely and are being denied their rights. People are detained in jail because of their immigration status. Last year El Cerrito voted to become a Sanctuary City. Mr. Espiño urged the City Council to pass a resolution asking for reinstatement of the CIVIC program and hold Sheriff Livingston accountable for things that take place at the jail.

Howdy Goudey, El Cerrito, urged the City Council to take a position reinstating CIVIC services and also spoke about follow up associated with the Climate Action Plan. Mr. Goudey noted that the Plan requires a full greenhouse gas inventory report, including municipal operations and the City's carbon footprint. The report needs to be presented to the City Council. Mr. Goudey encouraged funding for it in the next budget cycle.

Nicholas Galloro, El Cerrito, also spoke in support of reinstatement of the CIVIC program at the West County Detention Center and also expressed support for Consent Calendar Item No. 4(F) regarding Senate Bill 912 which will create more housing for low-income individuals. Mr. Galloro said he keeps seeing more homeless people in El Cerrito and noted that he supports the repeal of Costa Hawkins and enactment of a rent control measure in the City similar to what Richmond and Berkeley have.

Linda Olvera, Oakland, stated that she is a CIVIC program volunteer and asked for the City Council's support for reinstatement of the program. The program had been operating for seven years. Most of the immigrants in jail have done nothing criminal and are incarcerated and treated like criminals while they are waiting for immigration court hearings.

4. ADOPTION OF THE CONSENT CALENDAR – Item Nos. 4(A) through 4(F)

Moved, seconded (Pardue-Okimoto/Abelson) and carried unanimously to approve Consent Calendar Item Nos. 4(A) through 4(F) in one motion as indicated below.

A. Approval of Minutes

Approve the March 20, 2018 Regular City Council meeting minutes.

Action: Approved minutes.

B. Earth Day Proclamation

Approve a proclamation designating April 21, 2018 as "Earth Day" in the City of El Cerrito and encouraging all residents and businesses to help make El Cerrito a greener, healthier, and more sustainable place for all.

Action: Approved proclamation.

C. Parking Demand and Management Strategy Consultant Award

Adopt a resolution authorizing the City Manager to execute a professional services agreement with Nelson/Nygaard Consulting Associates in an amount not to exceed $65,000 to assist with development of a Del Norte Station Area Parking Demand and Management Strategy and authorizing change orders in an amount not to exceed $5,000.

Action: Adopted Resolution 2018-17.

D. Accept the Engineer's Report on Landscape and Lighting Assessment District No. 1988-1, Adopt a Resolution of Intention to Order Improvements and Set the Public Hearing

Accept the Engineer's Report specifying assessments for the Landscaping and Lighting Assessment District No. 1988-1 and adopt a Resolution of Intention to order improvements for Assessment District No. 1988-1 pursuant to the Landscape and Lighting Act of 1972, and set the time, date, and place of the public hearing as April 17, 2018 at 7:00 p.m.

Action: Adopted Resolution No. 2018-18.

E. 2018 Slurry Seal Program, City Project No. C3027.20

Adopt a resolution taking the following actions: 1) Approving plans for the 2018 Slurry Seal Program, City Project No. C3027.20 (Project); 2) Accepting the nine submitted bids for the Project; and 3) Authorizing the City Manager to execute a contract in the amount of $175,981 with Telfer Pavement Technologies, LLC and approving change orders in an amount not to exceed $50,000 for the construction of the Project including additional street work. *Exempt from CEQA.*

Action: Adopted Resolution 2018-19.

F. Support for Senate Bill 912 (Beall and Skinner)

At the request of Mayor Quinto, authorize the Mayor to sign and send a letter in support of Senate Bill 912 – Housing: homelessness programs and affordable housing.

Action: Approved recommendation.

5. PRESENTATIONS

A. Household Hazardous Waste Program Update – *Presentation by Nicole Forte, Republic Services.*

Action: Received presentation.

B. Update from the League of California Cities

Samantha Caygill, Regional Public Affairs Manager/East Bay Division, will discuss the League's work and priorities. Ms. Caygill will also highlight upcoming ballot measures that the League has analyzed.

Action: Received presentation.

6. PUBLIC HEARINGS – *None*

7. POLICY MATTERS

A. Annual Parcel Assessment for the National Pollution Discharge Elimination System (NPDES) Program and Drainage Maintenance Activities for Fiscal Year 2018-19

Adopt a resolution establishing the annual parcel assessment for the National Pollution Discharge Elimination System (NPDES) program and Drainage Maintenance activities at the current rate of $38.00 per Equivalent Run-off Unit (ERU), and authorizing the Contra Costa County Flood Control & Water Conservation District to adopt Stormwater Utility Area (SUA) levies based on said amount for Fiscal Year 2018-19.

Presenter: Will Provost, Public Works Analyst.

Speaker: Howdy Goudey, El Cerrito, expressed appreciation for the work staff has done with limited resources. Mr. Goudey said it would be great to broaden green infrastructure projects to residential areas in the community in a concise, prescriptive way.

Action: Moved, seconded (Lyman/Pardue-Okimoto) and carried to adopt Resolution No. 2018–20.

B. Hazard Mitigation Plan

Adopt a resolution accepting all of Volume One and the City of El Cerrito's portion of Volume Two of the Contra Costa County Operational Area Hazard Mitigation Plan Update.

Presenters: Michael Pigoni, Acting Fire Chief and Michael Bond, Retired Fire Marshall.

Action: Moved, seconded (Pardue-Okimoto/Lyman) and carried to adopt Resolution No. 2018–21.

8. CITY COUNCIL LOCAL AND REGIONAL LIAISON ASSIGNMENTS

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

Councilmember Abelson stated that the West Contra Costa Transportation Advisory Committee was cancelled due to lack of quorum and noted the importance of attending meetings that one is assigned to.

Councilmember Fadelli reported that the Arts and Culture Commission looked at a new art project associated with new development that is proposed as part of the City's One Percent for Art for new development program. Most of the commissioners thought it was part of the building's architectural design and did not view at as an art object. Councilmember Fadelli stated that he thought the issue was something the City should think about.

9. ADJOURNED REGULAR CITY COUNCIL MEETING at 9:05 p.m. in memory of Martin Luther King, Jr., who was assassinated at the Lorraine Motel in Memphis, Tennessee, on April 4, 1968.

SUPPLEMENTAL REPORTS AND COMMUNICATIONS

Item No. 5(B) Update from the League of California Cities

1. Powerpoint presentation – *Submitted by Samantha Caygill, Regional Public Affairs Manager/East Bay Division, League of California Cities.*

Item No. 7(A) Annual Parcel Assessment for the National Pollution Discharge Elimination System (NPDES) Program and Drainage Maintenance Activities for Fiscal Year 2018-19

2. Powerpoint presentation – *Submitted by Yvetteh Ortiz, Public Works Director.*

AGENDA BILL

Agenda Item No. 4(B)

Date: April 17, 2018

To: El Cerrito City Council

From: Melissa Tigbao, Engineering Manager/Senior Engineer
Ana Bernardes, Associate Engineer
Yvetteh Ortiz, Public Works Director/City Engineer

Subject: Centennial Park - Phase I Improvements, City Project No. C5037

ACTION REQUESTED

Adopt a resolution taking the following actions:

1) Approving plans for the Centennial Park - Phase I Improvements, City Project No. C5037 (Project);
2) Accepting the five submitted bids for the Project; and
3) Authorizing the City Manager to execute a contract in the amount of $337,310 with Green Valley Group, Inc. and to approve change orders in an amount not to exceed $32,000 for the construction of the Project.

BACKGROUND

Centennial Park is located along the Ohlone Greenway, at Eureka Avenue and Liberty Street and borders the Public Library, Fairmont Elementary School, and a predominantly residential neighborhood near San Pablo Avenue and the Stockton Avenue commercial area. In September 2017, City Council renamed the City owned-portion of Fairmont Park to Centennial Park as a permanent dedication to the City's 100th Anniversary and to provide location clarity for what remains of the original Fairmont Park

The park was identified as an important community project and was advanced as one of four Pilot Projects in the City's Urban Greening Plan (adopted by City Council in 2015). The project is also located within the San Pablo Avenue Specific Plan's Midtown district, which is envisioned as a civic and community-oriented zone with two neighborhood-scale commercial nodes at Stockton Avenue and Moeser Avenue. Characterized by longer blocks next to the BART tracks, the district has both recent and planned mixed-use and residential investment. In January 2016, the Park and Recreation Commission voted to prioritize this Project along with three others for use of remaining East Bay Regional Parks District Measure WW funding. In choosing the project, the Park and Recreation Commission relied heavily on the adopted Urban Greening Plan because it wanted to ensure that a thorough public input process was utilized on how to spend the remaining Measure WW funds.

The objective of the Project is to enhance and improve the existing park to maximize its use, improve environmental and ecological services while reducing maintenance costs, encouraging volunteer efforts, and meeting multiple Urban Greening Plan goals, which include: Environmental Stewardship, Community Identity, Active Living/Transportation, Economic Vitality and Urban Livability.

On March 21, 2017, the City Council adopted Resolution 2017-12 authorizing the City Manager to execute a consulting services agreement with Restoration Design Group, Inc. (RDG), to provide design services for the Project. Since that time, RDG and City staff moved quickly with the development of the design of the Phase I park improvements given grant funding deadlines. RDG and City staff from the Public Works and Recreation Departments facilitated three public engagement events: one design charrette on June 3, 2017 to gain initial input from the community and conduct a site visit; and two meetings as part of Park and Recreation Commission regular meetings - one at the preliminary design stage on July 26, 2017, and one at the detailed design stage on September 27, 2017. In addition, staff developed and conducted a web-based survey to collect input from residents on a citywide basis and conducted meetings with park user groups, such as the El Cerrito Community Garden Network, to refine the scope of improvements. Public and Park and Recreation Commission comments and data collected from these activities were carefully considered by the design team and incorporated into the final design.

The proposed improvements for this Phase I design include a new entry plaza, seating, group exercise area; new path network – accessible paths; enhanced gathering spaces – passive and active recreational areas with new site amenities; improved children's play area; and improved landscaping and irrigated area for future community garden development. An excerpt of the Landscaping Plan showing park amenities is attached (See Attachment 2).

The Notice Inviting Bids for the Project was advertised in the West County Times on March 6 and 13, 2018. Additionally, the Notice Inviting Bids along with a complete set of Contract Documents was sent to seven (7) Builder and Construction Exchanges. The project was also posted on the City's website and on BPXpress' website, an online planroom.

ANALYSIS

Five (5) bids were received on the advertised bid opening date of March 27, 2018 as listed below.

Name and Location of Bidder	Total Base Bid	Total Additive Alternate Bid
Green Valley Group, Inc., Livermore	$302,000.00	$35,310.00
Mc Nabb Construction, Inc., Lafayette	$316,932.00	$31,927.00

Suarez & Muñoz Construction, Inc., Hayward	$423,519.00	$63,250.00
W.R. Forde Associates, Inc., Richmond	$457,505.00	$47,880.00
Bay Construction Co., Oakland	$603,740.25	$153,832.50
Engineer's Estimate	**$300,810.00**	**$24,256.00**

The Contract Documents stipulated that the low bidder was to be determined by the amount of the Base Bid.

The Base Bid from Green Valley Group, Inc. of $302,000.00 is less than one percent above the Engineer's Estimate of $300,810.00. The total Additive Alternate Bid amount from Green Valley Group of $35,310 is 46 percent higher than the Engineer's Estimate, but only eleven percent higher than the lowest bid price for the Additive Alternate Bid and significantly lower than all other bids. The Additive Alternate Bid items include supplemental concrete paving for segments of the park path network, boulders, seating, sand bedding, and landscaping work. Considering the other bids and scope of improvements, the Additive Alternate Bid amount from Green Valley Group is reasonable.

All of the information required to be included in the bid was provided and the bid schedule was completed without omission or error. Staff has checked the provided references by Green Valley Group, Inc. and has verified that the contractor has the appropriate licenses to perform the work. The contractor also has experience on similar projects within the cities of Fremont and Brentwood.

Staff recommends that the City Council award a construction contract in the amount of $337,310 for the Base Bid and Additive Alternate Bid to Green Valley Group, Inc. as the lowest responsive and responsible bidder for the construction of the Centennial Park - Phase I Improvements Project, City Project No. C5037.

STRATEGIC PLAN CONSIDERATIONS

Award of the construction contract is consistent with the following El Cerrito Strategic Plan Goals:

- Goal A – *Deliver exemplary government services*, by working with the community through the design process to develop and strengthen relationships with public partners, residents and community groups; and

- Goal C – *Deepen a sense of place and community identity* by encouraging civic involvement and by promoting and developing recreational activities for residents of all backgrounds; and

- Goal D – *Develop and rehabilitate public facilities as community focal points*, by addressing ongoing and deferred maintenance of facilities and infrastructure; and

- Goal E – *Ensure the public's health and safety* by providing a safe and accessible city facility.

ENVIRONMENTAL CONSIDERATIONS

Pursuant to the California Environmental Quality Act (CEQA), this project falls under the Urban Greening Plan's Initial Study/Mitigated Negative Declaration (IS/MND). Based on the IS/MND, a Mitigation Monitoring & Reporting Program was adopted in compliance with Section 15097 of the CEQA. The project construction documents incorporate the required mitigation measures.

FINANCIAL CONSIDERATIONS

The design and construction of the Centennial Park – Phase I Improvements is currently funded by the East Bay Regional Park District Measure WW Local Grant Program and the California Department of Housing and Community Development Housing Related Parks Program. The total funding amount is $435,000 as summarized below.

Fund Source	Environmental/ Design	Construction	Total
EBRPD Measure WW	$72,000	$288,000	$360,000
Housing Related Park Program	$17,905	$57,095	$75,000
Total	**$89,905**	**$345,095**	**$435,000**

The currently estimated construction costs for the Project are $380,405 as summarized below.

Construction Contract	$337,310
Construction Contract Contingency	$32,000
Construction Support and Materials Testing	$10,000
Miscellaneous (printing, postage, etc.)	$1,095
Total	**$380,405**

Public Works staff will perform most of the construction management and inspection services in-house to reduce external costs. Funding for construction in the amount of $345,095 is included in the Fiscal Year (FY) 2017-18 Adopted Budget and Capital

Improvement Program (CIP). This will cover all construction costs except the Additive Alternate Bid, which is an unbudgeted amount. The construction expenditures will span two fiscal years. Staff has identified that the cost this year will be lower than current funding with the balance to be spent in FY 2018-19. As such, no new appropriation is needed in the FY 2017-18 Budget. The remaining amount of $35,310 will have to be appropriated as part of the upcoming FY 2018-19 budget process. City staff anticipates public benefit contributions and public open space in-lieu fees exceeding this amount will be paid by multiple development projects within the next year and a half when build permits are issued. Staff will establish a placeholder in the FY 2018-19 budget for tracking developer fee revenue to be used for this project.

LEGAL CONSIDERATIONS

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

Reviewed by:

Scott Hanin
City Manager

Attachments:

1. Resolution
2. Excerpt of Landscaping Plan

Agenda Item No. 4(B)
Attachment 1

RESOLUTION NO. 2018-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO APPROVING PLANS FOR THE CENTENNIAL PARK – PHASE I IMPROVEMENTS, CITY PROJECT NO. C5037 (PROJECT); ACCEPTING THE FIVE SUBMITTED BIDS FOR THE PROJECT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT IN THE AMOUNT OF $337,310 WITH GREEN VALLEY GROUP, INC. AND TO APPROVE CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED $32,000 FOR THE CONSTRUCTION OF THE PROJECT

WHEREAS, the Centennial Park – Phase I Improvements, City Project No. C5037 (Project) is located along the Ohlone Greenway, at Eureka Avenue and Liberty Street and borders the Public Library, Fairmont Elementary School, and predominantly residential neighborhood near San Pablo Avenue and the Stockton Avenue commercial area; and

WHEREAS, the park was identified as an important community project and was advanced as one of four Pilot Projects in the City's Urban Greening Plan (adopted by City Council in 2015) and the Park and Recreation Commission voted to prioritize this Project along with three others for the use of remaining East Bay Regional Parks District Measure WW funding in January 2016; and

WHEREAS, the proposed project generally consists of a new entry plaza, seating, group exercise area; new path network – accessible paths; enhanced gathering spaces – passive and active recreational areas with new site amenities; improved children's play area; and improved landscaping and irrigated area for future community garden development; and

WHEREAS, the current project budget of $435,000 consists of funding from East Bay Regional Park District Measure WW Local Grant Program in the amount of $360,000 and the California Department of Housing and Community Development Housing Related Parks Program in the amount of $75,000; and

WHEREAS, a Notice Inviting Bids for the project was advertised in the West County Times on March 6 and 13, 2018, sent to seven (7) Builder and Construction Exchanges, and posted on the City's website; and

WHEREAS, five bids were received on the advertised bid opening date of March 27, 2018; and

WHEREAS, Green Valley Group, Inc. submitted the lowest responsible and responsive Base Bid in the amount of $302,000, which is less than one percent over the Engineer's Estimate and an Additive Alternate Bid amount of $35,310 which although is forty-six percent higher than the Engineer's Estimate seems reasonable considering other bids submitted and scope of improvements; and

WHEREAS, funding for construction of Base Bid is included in the Fiscal Year 2017-18 Adopted Budget and Capital Improvement Program; and

WHEREAS, funding for construction of the Additive Alternate Bid items will need to be appropriated as part of the Fiscal Year 2018-19 budget process; and

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA), this project falls under the Urban Greening Plan's Initial Study/Mitigated Negative Declaration (IS/MND). Based on the IS/MND, a Mitigation Monitoring & Reporting Program was adopted in compliance with Section 15097 of the CEQA.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby:

1) Approves plans for the Centennial Park – Phase I Improvements, City Project No. C5037; and
2) Accepts the five submitted bids for the Project; and
3) Authorizes the City Manager to execute a contract in the amount of $337,310 with Green Valley Group, Inc. and to approving change orders in an amount not to exceed $32,000 for the construction of the Project.

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

I CERTIFY that at a regular meeting on April 17, 2018 the City Council of the City of El Cerrito passed this Resolution by the following vote:

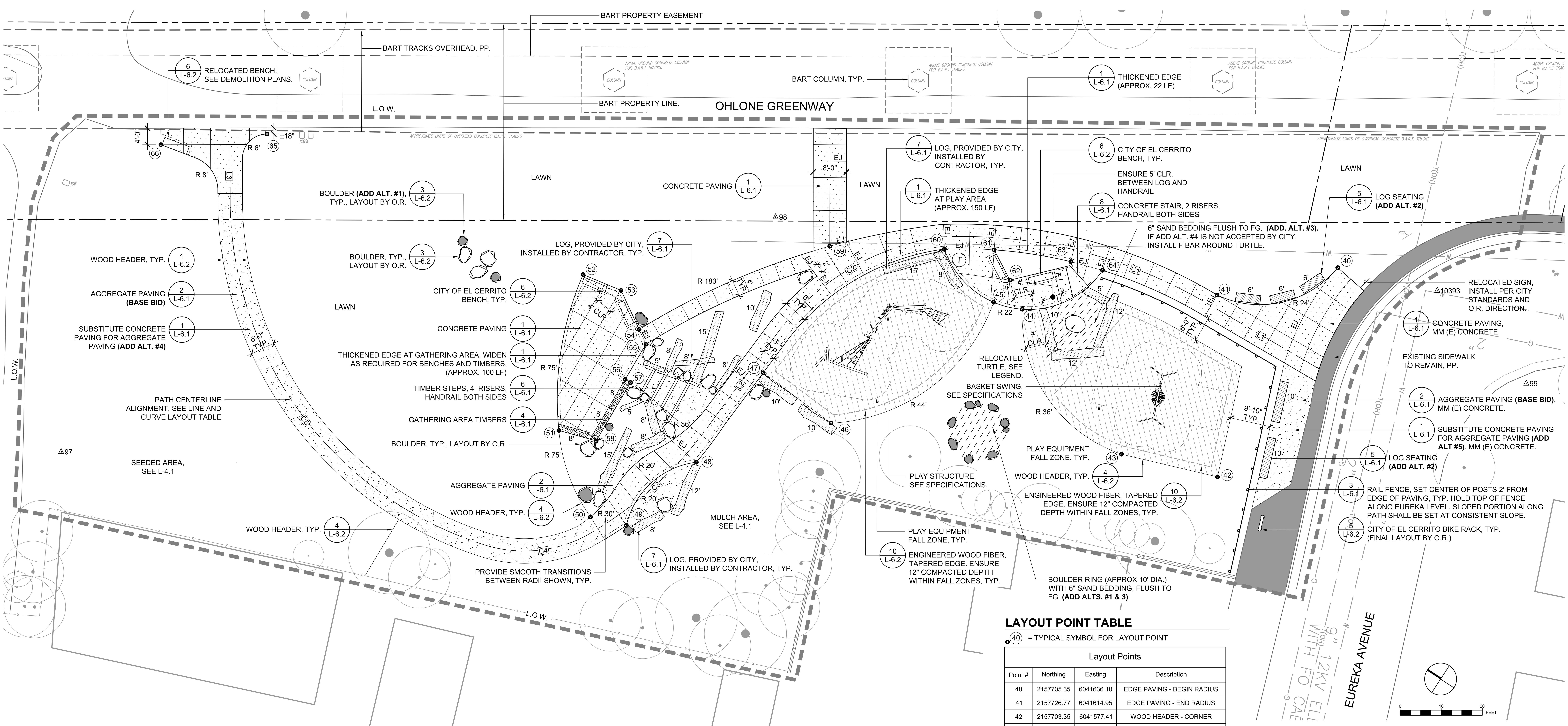
AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

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

____
Cheryl Morse, City Clerk

APPROVED:

____
Gabriel Quinto, Mayor



LAYOUT POINT TABLE

(40) = TYPICAL SYMBOL FOR LAYOUT POINT

Layout Points			
Point #	Northing	Easting	Description
40	2157705.35	6041636.10	EDGE PAVING - BEGIN RADIUS
41	2157726.77	6041614.95	EDGE PAVING - END RADIUS
42	2157703.35	6041577.41	WOOD HEADER - CORNER
43	2157726.12	6041569.76	WOOD HEADER - BEGIN RADIUS
44	2157765.25	6041586.98	WOOD HEADER - END RADIUS
45	2157772.06	6041584.75	WOOD HEADER - BEGIN RADIUS
46	2157790.17	6041538.87	WOOD HEADER - END RADIUS
47	2157810.65	6041540.59	WOOD HEADER - END
48	2157813.01	6041513.50	EDGE PAVING - BEGIN RADIUS
49	2157819.35	6041491.45	EDGE PAVING - END RADIUS
50	2157827.88	6041488.63	WOOD HEADER
51	2157845.50	6041502.42	EDGE PAVING
52	2157860.49	6041537.75	EDGE PAVING
53	2157850.62	6041539.36	EDGE PAVING
54	2157841.87	6041533.60	EDGE PAVING
55	2157838.58	6041531.41	EDGE PAVING
56	2157838.34	6041521.49	EDGE PAVING
57	2157836.84	6041521.52	EDGE PAVING
58	2157836.46	6041505.06	EDGE PAVING
59	2157813.15	6041575.27	CENTERLINE CONNECTOR PATH
60	2157789.06	6041589.42	EDGE PAVING - BEGIN RADIUS
61	2157778.66	6041595.64	EDGE PAVING
62	2157771.53	6041591.41	EDGE PAVING
63	2157761.30	6041603.05	EDGE PAVING
64	2157753.63	6041605.33	EDGE PAVING - END RADIUS
65	2157943.91	6041526.19	EDGE PAVING
66	2157964.48	6041510.38	EDGE PAVING

LINE AND CURVE LAYOUT TABLE

L1 C1 = TYPICAL SYMBOLS FOR PATH CENTERLINE LINE LAYOUT

Path Centerline Alignment						
Number	Radius	Length	Start Northing	Start Easting	End Northing	End Easting
L1		±30.53	±2157696.19	±6041612.78	2157726.71	6041611.95
C1	117.75	68.74	2157726.71	6041611.95	2157791.32	6041591.51
C2	60.93	47.08	2157791.32	6041591.51	2157812.79	6041550.92
L2		26.44	2157812.79	6041550.92	2157815.00	6041524.57
C3	95.01	42.91	2157815.00	6041524.57	2157826.65	6041483.65
C4	32.42	26.17	2157826.65	6041483.65	2157847.42	6041468.92
C5	88.58	108.54	2157847.42	6041468.92	2157942.16	6041506.39
L3		±15.24	2157942.16	6041506.39	±2157950.23	±6041519.32

CONTROL POINT TABLE

△97 = SURVEY CONTROL POINT. SEE NOTES.

Control Points				
Point #	Elevation	Northing	Easting	Description
97	51.92	2157945.66	6041434.09	WP / MAG
98	64.82	2157828.04	6041574.38	WP / SET 60D
99	65.60	2157651.46	6041636.36	WP / SET X
10393	64.57	2157681.77	6041644.13	MON / 3"BD / PNC / BRT

LAYOUT NOTES

1. PROVIDE SHOP DRAWINGS AND AS-BUILTS AS NOTED IN SPECIFICATIONS.
2. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS ON THE SITE AND NOTIFY O.R. OF ALL DISCREPANCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING MINOR SITE ADJUSTMENTS TO LAYOUT AND ALIGNMENT OF PROPOSED SITE IMPROVEMENTS AT NO COST TO THE OWNER.
3. PP AND RESTORE ALL EXISTING ADJACENT IRRIGATION EQUIPMENT AND SYSTEMS TO PROVIDE COMPLETE EFFICIENT HEAD TO HEAD COVERAGE.
4. SITE IMPROVEMENTS INCLUDING BUT NOT LIMITED TO: FENCES, PAVING, PLAY STRUCTURES AND LOGS SHALL BE STAKED IN THE FIELD FOR REVIEW AND APPROVAL BY O.R. PRIOR TO INSTALLATION.
5. HORIZONTAL DATUM: NAD 83
6. CONTRACTOR SHALL HAVE A LICENSED SURVEYOR LOCATE A MINIMUM OF (3) CONTROL POINTS AND VERIFY LOCATION AND ELEVATION WITH O.R. PRIOR TO PROCEEDING WITH PROJECT LAYOUT. LAYOUT STAKING SHALL BE DONE BY A LICENSED SURVEYOR.
7. CITY OF EL CERRITO SHALL PURCHASE PLAY STRUCTURES, BENCHES, BIKE RACK, AND TRASH RECEPTACLES; CONTRACTOR SHALL INSTALL.

LAYOUT LEGEND

- PROPERTY BOUNDARY (BART ONLY)
- EASEMENT (BART ONLY)
- LIMIT OF WORK
- RAIL FENCE 3 L-6.1
- BOULDER (BASE BID), LAYOUT BY O.R. 3 L-6.2
- **BOULDER, (ADD. ALT. 1)** 3 L-6.2
- 10' LOG, PROVIDED BY CITY, INSTALLED BY CONTRACTOR (BASE BID), LAYOUT BY O.R. 7 L-6.1
- 10' GATHERING AREA TIMBERS (BASE BID) 4 L-6.1
- 10' LOG SEATING (ADD ALT. 2) 5 L-6.1
- RELOCATED TURTLE AND FOOTINGS, SET TOP OF FOOTINGS FLUSH TO SUBGRADE BELOW FIBAR (BASE BID). FINAL LAYOUT BY O.R.
- CONCRETE PAVING, SCORE JOINT LAYOUT AS SHOWN AND PER O.R. DIRECTION IN THE FIELD 1 L-6.1
- AGGREGATE PAVING 2 L-6.1
- 6" SAND, HOLD FLUSH TO FG. SEE SPECIFICATIONS (ADD ALT. #3)
- ENGINEERED WOOD FIBER 10 L-6.2
- EXISTING SIDEWALK TO REMAIN
- T TRASH RECEPTACLE, PROVIDED BY CITY, INSTALLED BY CONTRACTOR 7 L-6.2
- BICYCLE RACK, PROVIDED BY CITY, INSTALLED BY CONTRACTOR 5 L-6.2
- BENCH, PROVIDED BY CITY, INSTALLED BY CONTRACTOR 6 L-6.2
- △10393 SURVEY CONTROL POINT, SEE LAYOUT NOTES

ADD ALTERNATES

ADD. ALT. #1: ADDITIONAL SITE BOULDERS

ADD. ALT. #2: LOG SEATING

ADD. ALT. #3: SAND SURFACING

ADD. ALT. #4: CONCRETE PAVING SUBSTITUTED FOR AGGREGATE PAVING AT NORTHERN PATH.

ADD. ALT. #5: CONCRETE PAVING SUBSTITUTED FOR AGGREGATE PAVING AT EUREKA AVENUE.

ADD ALT #6: (2) TREES WITH IRRIGATION, SEE PLANTING AND IRRIGATION PLANS.

NOTE: SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION REGARDING ADD ALTERNATES.

DATE	NO.	REVISIONS

DESIGN BY BB
DRAWN BY HM / PR
CHECKED BY ES
SCALE 1" = 10'-0"
DATE MARCH, 2018

Restoration Design Group, Inc.
2612 Eighth Street, Suite B
Berkeley, CA 94710
T 510.644.2798 F 510.644.2799
www.restorationdesigngroup.com

CENTENNIAL PARK
CITY OF EL CERRITO, CA
PHASE I IMPROVEMENTS PROJECT

LICENSED LANDSCAPE ARCHITECT STROMBERG STATE OF CALIFORNIA

BID SET

LAYOUT

SHEET
L-2.1

CENTENNIAL PARK: BID SET - S:\PROJECTS\FAIRMONT PARK - EL CERRITO\4 AUTOCAD\WORKING DRAWINGS\LS-LAYOUT.DWG
PLOTTED ON: 2/28/2018

AGENDA BILL

Agenda Item No. 4(C)

Date: April 17, 2018

To: El Cerrito City Council

From: Yvetteh Ortiz, Public Works Director/City Engineer

Subject: Senate Bill 1 – The Road Repair and Accountability Act, List of Projects for Fiscal Year 2018-19

ACTION REQUESTED

Adopt a resolution designating a list of projects to receive funding from Senate Bill 1 – The Road Repair and Accountability Act, Road Maintenance and Rehabilitation Account revenues in Fiscal Year 2018-19.

BACKGROUND

California's cities, counties and transportation agencies face a statewide backlog of over $130 billion in needed funds to make transportation infrastructure improvements. Senate Bill 1 (Beall) - The Road Repair and Accountability Act of 2017, was passed by the California Legislature and signed into law by the Governor in April 2017. Senate Bill 1 calls for investing $5 billion annually over the next decade and prioritizes funding towards maintenance and rehabilitation and safety improvements on state highways, local streets and roads, and bridges and to improve the state's trade corridors, transit, and active transportation facilities. These funds will be split equally between state and local investments. Senate Bill 1 provides the first significant, stable, and on-going increase in state transportation funding in more than two decades by increasing per gallon fuel excise taxes, increasing diesel fuel sales taxes and vehicle registration fees, stabilizing the problematic price-based fuel tax rates and providing for inflationary adjustments to tax rates in future years.

Recently in March 2018, the City Council adopted Resolution No. 2018-09 in support of Proposition 69, the June 2018 constitution amendment to prevent new transportation funds generated by Senate Bill 1 from being diverted for non-transportation purposes and in opposition of the proposed November 2018 ballot proposition (Attorney General #17-0033) that would repeal Senate Bill 1 and make it more difficult to raise state and local transportation funds in the future.

Program Requirements

The State Controller (Controller) is depositing Senate Bill 1 funding that is to be apportioned by formula to eligible cities and counties for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system into the recently created Road Maintenance and Rehabilitation Account (RMRA). Senate Bill 1 emphasizes the importance of accountability and transparency in the delivery of

California's transportation programs. Therefore, to be eligible for RMRA funding, the statute requires cities provide basic annual RMRA project reporting to the California Transportation Commission (Commission). The main requirements for the program include the following:

- Prior to receiving an apportionment of RMRA funds from the Controller in a fiscal year, a city must adopt by resolution a list of projects to be funded with RMRA revenues and submit it to the Commission.
- For each fiscal year in which RMRA funds are received and expended, a city must submit an expenditure report to the Commission.
- A city must sustain a maintenance of effort (MOE) by spending at least the annual average of its General Fund expenditures for street, road, and highway purposes as described below.
- By July 1, 2023, a city receiving RMRA funds must follow guidelines to be developed by the California Workforce Development Board that address participation and investment in, or partnership with, new or existing pre-apprenticeship training programs.

Program Priorities and Eligible Projects

RMRA funds must be prioritized for expenditure on basic road maintenance and rehabilitation projects, and on critical safety projects. More specifically, RMRA local streets and roads allocations must be used for projects "that include, but are not limited to" the following

- Road maintenance and rehabilitation
- Safety projects
- Railroad grade separations
- Traffic control devices
- Complete street components (including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm-water capture projects in conjunction with any other allowable project)

RMRA funds may also be used to satisfy a match requirement to obtain state or federal funds for eligible projects. In addition, if a city has an average Pavement Condition Index (PCI) that meets or exceeds 80, that city may spend its RMRA funds on transportation priorities other than those listed above.

Maintenance of Effort

Senate Bill 1 requires a maintenance of effort (MOE) for funds allocated through the RMRA to ensure that these new funds do not supplant existing levels of General Fund (discretionary) spending on streets and roads. The Controller computed the official MOE requirements for all local agencies based on review of General Fund spending for the period of July 1, 2009 through June 30, 2012. In February 2018, the Controller determined the average annual expenditure from the General Fund for street purposes to be $279,446 for the City of El Cerrito. This amount is a portion of Public Works Department expenditures within the General Fund and will be the City's MOE for Senate Bill 1 moving forward.

ANALYSIS

As indicated above, prior to receiving an apportionment of RMRA funds from the Controller in each fiscal year, a city must submit to the Commission a list of projects proposed to be funded with these funds pursuant to an adopted resolution. The list must include for each project: description, location, schedule, and estimated useful life. The project list does not limit the flexibility of a city to spend on projects in accordance with local needs and priorities so long as the projects are consistent with RMRA priorities and expenditures are reported on an annual basis.

Because El Cerrito streets currently have an average Pavement Condition Index of 85, the City has flexibility in use of RMRA funds. This "very good" condition rating, as classified by the Metropolitan Transportation Commission, has been accomplished as a result of Measure A, the El Cerrito Pothole Repair, Local Street Improvement and Maintenance Measure, approved by El Cerrito voters in 2008. However, as noted in the February 2017 report to City Council, significant needs remain in maintaining, repairing, and rehabilitating pedestrian and bicycle infrastructure including sidewalks, boardwalks and paths; replacing and updating traffic signal systems and traffic signs citywide; addressing a handful of local streets in need of total reconstruction; and other roadway work such as repairs at creek overcrossings.

The City has through various efforts undergone a robust public process to obtain public input into our community's transportation priorities including as part of the development of the City's Americans with Disabilities Act Transition Plan (adopted by the City Council in 2009) and the Active Transportation Plan (adopted by the City Council in 2016), and as currently contained in the 10-year Capital Improvement Program (CIP). In light of the first full year of Senate Bill 1 funding becoming available in Fiscal Year 2018-19, City staff reviewed the numerous transportation infrastructure needs and priorities identified in these plans and considered on-going maintenance services and deferred repairs of sidewalk, signs and signals throughout the City. The Senate Bill 1 transportation funding is limited relative to the substantial transportation needs especially considering that a portion of Senate Bill funding is needed to backfill reduced Highway Users Tax Account (also known as Gas Tax) revenues. As previously reported in the Adopted Biennial Fiscal Year 2016-17 and 2017-18 Budget, Gas Tax revenues have been sensitive to the price and volume of motor fuel purchases and these revenues have been declining since Fiscal Year 2013-14 as fuel prices were decreasing and drivers migrated to alternative fuel vehicles.

The Senate Bill 1, RMRA revenues are needed to eliminate a projected deficit in the City's Gas Tax Fund in Fiscal Year 2018-19 if existing service levels are to be maintained. These new revenues will enable the City to continue providing essential street maintenance services, to begin addressing deferred transportation infrastructure repair and safety projects, and to implement active transportation (pedestrian and bicycle) improvement projects that would not have otherwise been possible without Senate Bill 1. In terms of improvement projects, RMRA funds are needed to leverage other funds for three previously programmed projects. Finally, RMRA funds are a good source to leverage grants for additional projects identified in the Active Transportation Plan.

Given this, City staff recommends that the following list of projects be funded by Senate Bill 1, RMRA revenues in Fiscal Year 2018-19:

- Sidewalk Infrastructure Maintenance – backfill of Gas Tax funding plus additional funding
- Street Light & Traffic Signal Maintenance – including backfill of Gas Tax funding plus additional funding
- Street Light, Traffic Signal & Street Sign Replacement and Upgrades – additional funding
- Access Modifications–Streets – previously programmed in CIP; implements Americans with Disabilities Act Transition Plan
- Central Ave & San Diego St Pedestrian Crossing Improvements – approved by City Council as matching funds for grant application in January 2018 (Resolution 2018-02)
- Central Ave & Carlson Blvd Street Improvements – previously programmed in CIP; leverages other grant funds
- Active Transportation Program – to leverage upcoming grant applications

Detailed information about each project is contained in Exhibit A to the Resolution. In order to be eligible for RMRA funding in Fiscal Year 2018-19, the City must provide to the Commission by May 1, 2018, a resolution adopting the list of projects.

STRATEGIC PLAN CONSIDERATIONS

The proposed action will support the following El Cerrito Strategic Plan Goals:

- Goal D – *Develop and rehabilitate public facilities as community focal points* by helping to develop a plan to address ongoing and deferred maintenance of facilities and infrastructure; and

- Goal E – *Ensure the public's health and safety* by improving pedestrian and bicycle safety; and

- Goal F – *Foster environmental sustainability citywide* by encouraging alternative modes of transportation to the single occupancy vehicle.

Financial Considerations
The State Department of Finance has estimated the total amount of funding that will be deposited into the RMRA annually. The League of California Cities used this information to develop city level estimates of RMRA funds. For El Cerrito, the projected funding is $408,000 in Fiscal Year 2018-19, the first full year. It is expected that the Controller will continuously apportion RMRA funds on a monthly basis to eligible local agencies using a process and system similar to that of the Gas Tax.

The Senate Bill 1 fund appropriations for the projects will be brought to the City Council for consideration as part of the upcoming Fiscal Year 2018-19 budget process in May.

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

Reviewed by:

Scott Hanin
City Manager

Attachments:

1. Resolution including Exhibit A

RESOLUTION NO. 2018-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO ADOPTING A LIST OF PROJECTS TO RECEIVE FUNDING FROM SENATE BILL 1 – THE ROAD REPAIR AND ACCOUNTABILITY ACT, ROAD MAINTENANCE AND REHABILITATION ACCOUNT IN FISCAL YEAR 2018-19

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects are in progress or have been completed each fiscal year; and

WHEREAS, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City has through various efforts undergone a robust public process to ensure public input into our community's transportation priorities including as part of the development of the City's American with Disabilities Act (ADA) Transition Plan, adopted by City Council in 2009, and the Active Transportation Plan, adopted by City Council in 2016, and as currently contained in the 10-year Capital Improvement Program; and

WHEREAS, as of 2016, the City has an average Pavement Condition Index of 85, a "very good" rating, and this provides the City flexibility in use of RMRA funding for multi-modal and high-priority projects that also meet the community's needs and priorities for transportation investment; and

WHEREAS, significant needs remain in maintaining, repairing, and rehabilitating pedestrian and bicycle infrastructure including sidewalks, boardwalks and paths; replacing and updating traffic signal systems and traffic signs citywide; addressing a handful of local streets in need of total reconstruction; and other roadway work; and

WHEREAS, the funding from SB 1 will help the City maintain, rehabilitate and improve our streets and add active transportation infrastructure throughout the City this year and numerous similar projects into the future; and

WHEREAS, the average motorist pays more than $700 a year in added repair costs for their vehicle, just because of the poor condition of our roads however, a recent study by the American Road and Transportation Builders Association (ARTBA) found transportation improvements from SB 1 will bring annual savings of nearly $300 per household; and

WHEREAS, this is the first full year in which the City will receive SB 1 RMRA funding and the funding will enable the City to continue essential street maintenance services, to begin addressing deferred transportation infrastructure repair and safety projects, and to implement pedestrian and bicycle improvement projects that would not have otherwise been possible without SB 1; and

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal and transit needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide; and

WHEREAS, the City, will receive an estimated $408,000 in RMRA funding in Fiscal Year 2018-19 from SB 1 and this amount will be appropriated in the SB 1 – The Road Repair and Accountability Fund as part of the upcoming Fiscal Year 2018-19 budget process.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby adopts the list of projects attached as Exhibit A, and hereby incorporated by reference, to receive funding from SB 1, RMRA revenues in Fiscal Year 2018-19.

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

I CERTIFY that at a regular meeting on April 17, 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 April XX, 2018.

____
Cheryl Morse, City Clerk

APPROVED:

____
Gabriel Quinto, Mayor

Exhibit A

STATE OF CALIFORNIA • CALIFORNIA TRANSPORTATION COMMISSION

Senate Bill (SB) 1 Proposed Project List Form

Local Streets and Roads Program

Agency Name:		Agency Contact:
El Cerrito		Yvetteh Ortiz
		(510) 215-4382
LoCode:	5239	yortiz@ci.el-cerrito.ca.us

FY
18/19

Project List

Project No.	Project Title	Project Description	Project Location	Estimated Completion Date (mm/dd/yyyy)		Estimated Useful Life (# of yrs)	
				Pre-Construction	Construction	Min.	Max.
PP01	Sidewalk Infrastructure Maintenance	Repair sidewalk areas uplifted by street tree roots, including tree root pruning or tree removal.	Prioritized locations throughout the City to address citizen requests	12/2018	06/2019	20	25
PP02	Street Light & Traffic Signal Maintenance	Street light and traffic signal on-going maintenance	Citywide for on-going maintenance	08/2018	06/2019	10	20
PP03	Street Light, Traffic Signal & Street Sign Replacement and Upgrades	Replacement, repair and upgrades of street light equipment, traffic signal equipment and street signs	Citywide arterial and collector streets	10/2018	09/2019	10	25
PP04	Access Modifications - Streets	Implement the City's American with Disabilities Act (ADA) Transition Plan, adopted by City Council in 2009 to remove physical barriers along the street right-of-way including mid-block sections of sidewalks, intersections and pedestrian signals	Prioritized locations on Major Pedestrian Routes as identified in the City's ADA Transition Plan including citizen requests (available for review at http://www.el-cerrito.org/522/ADA-Transition-Plan)	12/2018	06/2019	10	25
PP05	Central Ave & San Diego St Pedestrian Crossing Improvements	Pedestrian Crossing Improvements including flashing beacons and median modifications	Carlson Boulevard at San Diego St	12/2018	12/2019	10	25
PP06	Central Ave & Carlson Blvd Street Improvements	Pedestrian Crossing Improvements including high-visibility crosswalk pavement markings and signs and median modification	Carlson Boulevard at El Dorado St	09/2018	09/2020	7	25
PP07	Active Transportation Program	Implement the Active Transportation Plan, adopted by the City Council in April 2016, includes access, safety and other enhancements to pedestrian and bicycle infrastructure.	Prioritized locations on Designated Pedestrian and Bicycle Routes as identified in the City's Active Transportation Plan (available for review at www.el-cerrito.org/ATP)	12/2020	12/2030	7	25

Agenda Item No. 4(D)

RESOLUTION NO. 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO OPPOSING THE TAX FAIRNESS, TRANSPARENCY AND ACCOUNTABILITY ACT OF 2018

WHEREAS, California's cities, counties and special districts follow strict guidelines and existing state law regarding the establishment of reasonable fees and the required voter approval of all local taxes; and

WHEREAS, there is a signature-gathering campaign for a state ballot measure currently sponsored by the California Business Roundtable that would severely harm the ability of local governments to continue to provide quality services by imposing onerous roadblocks to raising local revenue to address community needs, services and infrastructure improvements; and

WHEREAS, it is important for local community members, to work in concert with their duly-elected officials-rather than a special interest group in Sacramento, to determine the services and funding levels appropriate for their own cities; and

WHEREAS, the proposed ballot measure would allow businesses to escape from their existing obligations to pay the full cost of services that they request and receive the benefit of local agencies; and

WHEREAS, the proposed ballot measure would then shift the burden of these uncovered costs from business interests to local general funds supported by taxpayers, and thereby reduce general funds available to support police, fire, park, planning, and other community services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CERRITO that it hereby opposes the Tax Fairness, Transparency and Accountability Act of 2018 sponsored by the California Business Roundtable on the grounds that this measure would harm the ability of local communities to adequately fund services, and directs the City Clerk to email a copy of this resolution to the League of California Cities at cityletters@cacities.org.

I CERTIFY that at a regular meeting on April 17, 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 April XX, 2018.

Cheryl Morse, City Clerk

APPROVED:

Gabriel Quinto, Mayor

State Ballot Measure Restricting Local Taxing Authority (the Tax Fairness, Transparency and Accountability Action of 2018)

Background:
The "Tax Fairness, Transparency and Accountability Act of 2018" or (AG# 17-0050 Amdt. #1), is currently under circulation for signatures and proposed for the November ballot. This initiative would drastically limit local revenue authority, while making comparatively minor modifications to state authority. For cities and other local agencies, it applies retroactively and may void any local measure approved by local voters on or after January 1, 2018, but prior to the effective date of this act, that does not comply with the provisions of the act.

This initiative is sponsored by the California Business Roundtable, an organization that claims membership from some of the state's largest companies including, Wells Fargo, Albertsons, KB Home, Blackstone Group, Chevron, Farmers Insurance, Granite Construction and others.

One paragraph among the three pages declares one of the purposes of the measure is to overturn "loopholes" created by *Cannabis Coalition v. City of Upland* (concern that voters could enact special taxes via initiative by majority vote); *Chamber of Commerce v. Air Resources Board* (a recent case lost by the Chamber which alleged that the state Cap and Trade Program was an illegal tax) and *Schmeer v. Los Angeles* (which held that a locally imposed-grocer retained bag fee was not a tax).

This measure, however, has much broader impacts than such fixes.

For more background on the Tax Fairness, Transparency and Accountability Act of 2018 you may view the title and summary and the LAO fiscal impact estimate.

Summary:
This initiative would drastically limit local revenue authority and for cities and other local agencies, it applies retroactively and may void any local measure approved by local voters on or after January 1, 2018, but prior to the effective date of this act, that does not comply with the provisions of the act, and:

Restricting Local Tax Authority:

a) Eliminates local authority to impose a tax for general purposes by majority vote and instead requires all local proposed tax increases subject to a two-thirds vote. This proposal also requires two-thirds approval of all members of the local legislative body before a tax can be placed on the ballot.
b) Requires a two-thirds vote to "extend" a tax to new territory, a new class of payor, or expanded base. For cities, this would limit all future annexations by requiring a separate two-thirds vote of the affected residents prior to applying any existing city tax. Other

limitations may apply to a local interpretation that an existing local tax applies to a business or product.

c) Expands the definition of a tax to include payments voluntarily made in exchange for a benefit received, which may cover local franchise fees.
d) Prohibits any tax to be placed on the ballot unless it either specifically identifies by binding and enforceable limitation how it can be spent, with any change requiring reapproval by the electorate, or states in a separate stand-alone segment of the ballot that the tax revenue is intended for "unrestricted revenue purposes."
e) Requires tax measures to be consolidated with the regularly scheduled general election for members of the governing body, unless an emergency is declared by a unanimous vote of the governing body.
f) Expands the application of this act to include actions and "legal authority" that may be "enforced" or '"implemented" by a local government.
g) Requires a tax imposed by initiative to also be subject to a two-thirds vote, to address concerns over the *Upland* decision.
h) Clarifies a levy, charge, or exaction retained by and payable to a non-governmental entity is a tax, if the local agency limits in any way the use of the proceeds, to address concerns over the *Schmeer* decision.
i) Exempts existing school bond (55% vote) construction authority from the application of the bill.

<u>Restricting Local Fee Authority:</u>

Restricts the ability of a local government to impose <u>fees or charges</u>, other than those subject to Prop. 218, by:

a) Prohibiting a fee or charge from being imposed, increased or extended unless approved by two-thirds vote of the legislative body.
b) Authorizing a referendum on decisions of a legislative body to impose, increase or extend a fee or charge triggered by petitions signed by 5% of affected voters.
c) Requiring a fee or charge proposed by initiative to be subject to a two-thirds vote of the electorate.
d) Narrows the legal threshold from "reasonable" to "actual" costs for fees applied to local services, permits, licenses, etc. Further, the measure authorizes new avenues to challenge "actual" costs by enabling a payor to also second-guess in court whether they are "reasonable." Opens up further litigation and debate by replacing the existing standard that fees and charges bear a "fair and reasonable relationship to the payors burdens and benefits" with a more rigorous "proportional to the costs created by the payor" standard.
e) Increases the legal burden of proof for local agencies from "preponderance of evidence" (more likely than not) to "clear and convincing evidence" (high probability) to establish that a levy, charge or other exaction is: (1) not a tax, (2) the amount is no more than necessary to cover the actual costs, and (3) the revenue is not being used for other than its stated purpose.

<u>Provisions Applicable to State Actions:</u>

a) Requires a tax contained in a regulation adopted by a state agency must be approved by two-third vote of the Legislature (unless the Legislature adopted a state tax that authorized the action of the state agency). This change is responsive to the recent *Chamber of Commerce* decision on cap and trade revenues.
b) Unlike the retroactive provisions that apply to local government, the application of this Act to the state is only prospective.
c) Requires a fee contained in a regulation adopted by a state agency to be approved by majority vote of the Legislature.
d) Imposes the same burden of proof changes applied to local governments.

Contributions to Californians for Accountability and Transparency in Gov't Spending since 1/1/18

NAME OF CONTRIBUTOR	AMOUNT	TRANS. DATE
CALIFORNIA BUSINESS ROUNDTABLE ISSUES PAC	$50,000.00	1/24/2018
WINE INSTITUTE	$150,000.00	2/2/2018
CALIFORNIA BUSINESS ROUNDTABLE ISSUES PAC	$50,000.00	2/6/2018
AMERICAN BEVERAGE ASSOCIATION CALIFORNIA PAC (NON-PROFIT 501 (C)(6))	$200,000.00	2/12/2018
AMERICAN BEVERAGE ASSOCIATION CALIFORNIA PAC (NON-PROFIT 501 (C)(6))	$200,000.00	2/20/2018
AMERICAN BEVERAGE ASSOCIATION CALIFORNIA PAC (NON-PROFIT 501 (C)(6))	$500,000.00	2/26/2018
CALIFORNIA BUSINESS ROUNDTABLE ISSUES PAC	$200,000.00	3/1/2018
ANHEUSER-BUSCH COMPANIES, LLC	$40,000.00	3/6/2018
CALIFORNIA BUSINESS ROUNDTABLE ISSUES PAC	$50,000.00	3/7/2018
AMERICAN BEVERAGE ASSOCIATION CALIFORNIA PAC (NON-PROFIT 501 (C)(6))	$300,000.00	3/12/2018
AMERICAN BEVERAGE ASSOCIATION CALIFORNIA PAC (NON-PROFIT 501 (C)(6))	$900,000.00	3/16/2018
CALIFORNIA BUSINESS ROUNDTABLE ISSUES PAC	$100,000.00	3/21/2018

Total Contributions: $2,740,000.00

THE CITY OF EL CERRITO

AGENDA BILL

Agenda Item No. 4(E)

Date: April 17, 2018

To: El Cerrito City Council

From: Karen Pinkos, Assistant City Manager

Subject: Amend Professional Services Agreement with OpenGov, Inc.

ACTION REQUESTED

Adopt a resolution authorizing the City Manager to amend the professional services agreement between the City of El Cerrito and OpenGov, Inc. in an amount not to exceed $50,000 annually bringing the total contract to an amount not to exceed $236,000 of the term of the Agreement through October 22, 2022.

BACKGROUND/ANALYSIS

The City has contracted with Peak Democracy, a company that provides software called Open Town Hall, an online engagement platform that grows participation & builds public trust in government. The City has successfully used "Open El Cerrito" (www.el-cerrito.org/openelcerrito) for a number of engagement activities including surveys on budget priorities, library priorities, minimum wage, Ohlone Greenway improvements, Earth Day activities, and the Parks and Recreation Master Plan. Staff has been pleased with the functionality of the platform and the excellent service provided by Peak Democracy staff, and wishes to renew the City's subscription to continue the agreement beginning in April 2018.

In October 2017, Peak Democracy was acquired by OpenGov, a cloud-based software built exclusively for government budgeting, operational performance, and citizen engagement. The City has also recently contracted with OpenGov in order to enhance the City's budget platform, as well as provide usable data for the public for a variety of City Departments and services.

The agreement with OpenGov to provide budgeting and data services is under a contract with an annual amount not to exceed $45,000. The agreement with Peak Democracy was a subscription in the amount of $5,000 per year. Pursuant to Resolution 2017-71A, contracts up to $45,000 may be authorized by the City Manager, and also stipulates that purchases made from a single vendor (either individually or collectively within one fiscal year) over $45,000 require City Council approval. Now that Peak Democracy is part of OpenGov, a contract amendment to the OpenGov contract that includes the subscription for Open El Cerrito must be approved by the City Council.

STRATEGIC PLAN CONSIDERATIONS

The proposed action supports the City's Goal A to deliver exemplary government services by assuring effective and efficient delivery of services and excellent customer service.

FINANCIAL CONSIDERATIONS

Funding for the former Peak Democracy agreement was budgeted within the FY 2017-18 operating budget and is planned for in the upcoming Biennial FY 2018-19 and 2019-20 budgets. No new budget adjustments are required.

Reviewed by:

Scott Hanin
City Manager

Attachments:

1. Resolution
2. Contract
3. Addendum

Agenda Item No. 4(E)
Attachment 1

RESOLUTION NO. 2018-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF EL CERRITO AND OPENGOV, INC. IN AN AMOUNT NOT TO EXCEED $236,000 FOR THE TERM OF THE AGREEMENT THROUGH OCTOBER 22, 2022

WHEREAS, in 2014, the City of El Cerrito entered into a professional services agreement with Peak Democracy to provide an online community engagement platform at a subscription rate of $5,000 annually; and

WHEREAS, in 2017, the City of El Cerrito entered into a professional services agreement with OpenGov to provide budgeting, operational performance, and citizen engagement tools, at an amount not to exceed $45,000 annually; and

WHEREAS, Peak Democracy was acquired by OpenGov, requiring the approval of the City Council for the continuation of services by one vendor as the amount exceeds $45,000 in a fiscal year; and

WHEREAS, funding for the proposed amendment is available in the FY 2017-18 Adopted Budget and no budget amendments are required.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby authorizes the City Manager to amend the professional services agreement with OpenGov, Inc. in an amount not to exceed $50,000 annually bringing the total contract to an amount not to exceed $236,000 for the term of the Agreement through October 22, 2022.

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

I CERTIFY that at a regular meeting April 17, 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 April XX, 2018.

Cheryl Morse, City Clerk

APPROVED:

Gabriel Quinto, Mayor

OPENGOV, INC. SOFTWARE AGREEMENT

OpenGov, Inc.
955 Charter Street
Redwood City, CA 94063
United States

Created Date	10/7/2017	Prepared By	Greg Balter
Contract Effective Date	10/23/2017	Title	Account Executive
Contract End Date	10/22/2022	Email Address	gbalter@opengov.com
		Contract Term	60 Months

CUSTOMER INFORMATION

Contact Name	Mark Rasiah	Bill To Name	City of El Cerrito, CA
Phone	510-215-4323		
Email Address	mrasiah@ci.el-cerrito.ca.us	Bill To Address	10890 San Pablo Ave El Cerrito, California 94530 United States

ORDER DETAILS

Product	Effective Date	End Date	Annual Fee	Total Price
OpenGov Reporting & Analysis and Budget Builder	10/23/2017	10/22/2022	$19,711.00	$98,555.00
Platform and Budget Builder Deployment Package	10/23/2017		$0.00	$10,000.00
OpenGov Budget Book powered by Wdesk	10/23/2017	10/22/2022	$8,707.15	$43,535.75
OpenGov Budget Book powered by Wdesk - Professional Seat License	10/23/2017	10/22/2022	$8,715.67	$43,578.35
OpenGov Budget Book powered by Wdesk - Standard On-Boarding Package	10/23/2017		$0.00	$2,720.20
OpenGov ERP Integrations	10/23/2017	10/22/2022	$2,765.80	$13,829.00

Billing Frequency	Annual - See Chart Below	First Term	$44,999.00
Annual Fee	$39,899.62	Grand Total	$212,218.30

Billing Date	Amount Due
October 23, 2017	$44,999.00
October 23, 2018	$41,804.83
October 23, 2019	$41,804.83
October 23, 2020	$41,804.83
October 23, 2021	$41,804.83

Welcome to OpenGov! Thanks for using our software. This Software Agreement ("Agreement") is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Agreement includes and incorporates the OpenGov Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

APPROVED AS TO FORM

SGWT/H

CITY ATTORNEY

10/26/17

DATE

OPENGOV, INC. SOFTWARE AGREEMENT

SIGNATURE

Customer: City of El Cerrito, CA		OpenGov, Inc.	
Signature		Signature	
Name	Scott Hanin	Name	Leo Choi
Title	City Manager	Title	Sr. Director, Finance
Date	10/26/17	Date	10-26-2017

TERMS AND CONDITIONS

APPENDIX A

OpenGov Terms and Conditions

1. SOFTWARE SERVICES

1.1 Subject to the terms and conditions of these OpenGov Terms and Conditions (the "Agreement"), OpenGov will use commercially reasonable efforts to perform the software services (the "Software Services") identified in the applicable Software Agreement entered into by OpenGov and Customer ("Software Agreement").

1.2 Customer understands that OpenGov's performance depends on Customer timely providing OpenGov with a copy of the Customer's chart of accounts in .csv or .xls format. In addition, Customer agrees to provide OpenGov with five or more years of general ledger data, also in .csv or .xls format, including budget data for the current year and actual expense and revenue data for past years. Any dates or time periods relevant to OpenGov's performance will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. OpenGov shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 This is a contract for access to the Software Services and Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software Services, documentation or data related to the Software Services, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Software Services; or copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit, transfer, or encumber rights to the Software Services; or remove any proprietary notices.

2.2 Customer will use the Software Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Software Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

2.4

A. OpenGov holds Customer Data on servers owned and controlled by third-party cloud hosting partners ("Cloud Hosting Providers"). Cloud Hosting Providers are permitted to use the Customer Data solely to provide Software Services to Customer. Cloud Hosting Providers shall have no access to data input by Customer into the Software for the purposes that make the Software relevant to Customer.

B. OpenGov is permitted to use Customer Data solely for the purpose of providing Software Services to Customer, to improve the provision of Software Services to Customer, and to market similar products/services to Customer. OpenGov shall not share any Customer data with any third-party other than its Cloud Hosting Providers and only for the purposes permitted.

C. Customer Data used by OpenGov and its Cloud Hosting Providers shall be de-identified, except that OpenGov may use usernames created by Customer and Customer email addresses solely for the purpose of sending emails about Software Services, new or other complimentary services, and otherwise as a security verification method for OpenGov's support team.

3. OWNERSHIP. OpenGov retains all right, title, and interest in the Software Services and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein.

4. CONFIDENTIALITY. Each party (the "Receiving Party") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all documentation relating to the Software Services. "Confidential Information" does not include "Public Data," which is data that the Customer has previously released or would be required to release according to applicable federal, state, or local public records laws. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the receiving party; (ii) was rightfully received by the receiving party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. DATA LICENSE. Customer grants OpenGov a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted by Customer to OpenGov for the development of new software or the provision of the Software Services.

6. PAYMENT OF FEES. The fees for the Software Services ("Fees") are set forth in the applicable Software Agreement. Customer shall pay all Fees within thirty (30) days after the date of OpenGov's invoice, which shall be billed as of the Effective Date. Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes.

7. TERM & TERMINATION

7.1 Subject to compliance with all terms and conditions, the term of this Agreement shall be from the Effective Date and shall continue until the End Date specified on page one (1) of the Agreement. The Customer will be billed according to the Billing Frequency as specified above. Unless either party declines to renew in writing no less than thirty (30) days before the End Date, this Agreement shall renew for two (2) additional (1) year periods. The Customer will be billed on an annual basis for each twelve (12) month term. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

7.2 Upon termination, Customer will pay in full for all Software Services performed up to and including the effective date of termination. Upon any termination of this Agreement: (a) all Software Services provided to Customer hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

7.3 If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, then such continuation of the Agreement is subject to the appropriation of funds for such purpose by the approving body of Customer. If funds to effect such continued payment are not appropriated then Customer shall provide notice to OpenGov within thirty (30) days of non-appropriation. OpenGov agrees to terminate this Agreement within sixty (60) days of receipt of such notice; provided that Customer has not acquired similar services or issued a request for proposals for similar services during this period. Customer shall pay OpenGov on a pro-rata basis for Services provided through the date of termination of this Agreement pursuant to this Section.

7.4 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. WARRANTY AND DISCLAIMER

8.1 OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Software Services shall be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards.

8.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to OpenGov for use in and in connection with this Agreement, or possesses the necessary authorization thereto; (iii) OpenGov's use of such materials in connection with the Software Services will not violate the rights of any third party and (iv) it will not transfer any Personally Identifiable Information ("PII") to the Software Services platform.

8.3 OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

10. MISCELLANEOUS. Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable Software Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to OpenGov). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the Software Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

APPENDIX B

OpenGov Service Level Metrics

1. SCHEDULED DOWNTIME. When needed, OpenGov will schedule downtime for routine maintenance or system upgrades ("Scheduled Downtime") for its Services. OpenGov shall exercise commercially reasonable efforts to schedule Scheduled Downtime outside of peak traffic periods. OpenGov will notify Customer's designated contact at least twenty-four (24) hours prior to the occurrence of Scheduled Downtime.

2. SYSTEMS ACCESSIBILITY WARRANTY.

A. The Services will be accessible 99.9% of the time, 7 days of the week, and 24 hours per day, as calculated over a calendar month ("Systems Accessibility Warranty"). Such System Accessibility Warranty shall not apply to, and OpenGov will not be responsible for, any inaccessibility which: 1) results from Scheduled Downtime, including a maintenance period every Tuesday from 6:00pm Pacific Time to 11:00pm Pacific Time; 2) results from a failure of equipment, software or services not under the direct control of OpenGov; 3) results from the failure of communication or telephone access service or other outside service or equipment not the fault of OpenGov; 4) is caused by a third party not under OpenGov' control; or 5) is a result of causes beyond the reasonable control of OpenGov, including any force majeure event. To the extent solely under OpenGov' control, OpenGov shall be responsible for monitoring and maintaining adequate controls over Customer Data transmissions and storage. OpenGov shall be solely responsible for setting applicable data processing and transmission parameters.

B. If the Services experience Downtime, then as Customer's sole and exclusive remedy, and OpenGov' sole and exclusive financial liability and obligation, Customer is entitled to a Service Level Credit equal as follows:

Monthly Uptime Percentage	Percentage of monthly bill for Services to be credited to future monthly bills of Customer
99.00% - < 99.9%	10%
95.00% - < 99.00%	25%
< 95.00%	50%

- "Downtime" means that for a valid request by our external verification service, made on no less than a minutely basis, results in a server error (HTTP status 5XX or the server response takes 3 or more minutes).
- "Downtime Period" means a period of fifteen consecutive minutes of Downtime. Intermittent Downtime for a period of less than fifteen minutes will not be counted towards any Downtime Periods.
- "Monthly Uptime Percentage" means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

C. To receive a Service Level Credit, Customer must submit a written request for Service Level Credits to Customer's designated account manager or the OpenGov support team. To be eligible, the request must (i) include the dates and times of each incident of Downtime experienced by Customer in the preceding month; and (ii) be received by OpenGov within thirty days after the end of the current monthly period in which the Downtime occurred.

D. Upon receipt of a Service Level Credit request in compliance with the above requirements, OpenGov shall have 30 days to review the request and to validate the information provided. If OpenGov determines in good faith that the Services failed to meet the Systems Accessibility Warranty as alleged in such a request, then OpenGov will apply such Service Level Credits to Customer's next billing period. Customer's failure to comply with the provisions of Section 2.C. above will disqualify it from receiving a Service Level Credit.

E. Customers whose accounts are past due, delinquent, and/or not in good standing at any time during the service month of a given service outage are not eligible for a credit.

APPENDIX C

OpenGov Support Services

1. Support. Customer support is available via email 12 hours per day, Monday through Friday, excluding OpenGov' corporate designated holidays. See below for a list of holidays observed by OpenGov. Problems may be reported any time, however, OpenGov will not be obligated to assign work after business hours (9 a.m. to 5 p.m. Pacific Time).

2. Liaisons. On or before the Activation Date, Customer and OpenGov shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. OpenGov will not be obligated to provide support to any person other than the Customer's designated liaison.

3. Holidays. OpenGov observes the following holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas

Agenda Item No. 4(E)
Attachment 3

OpenGov, Inc.
955 Charter Street
Redwood City, CA 94063
United States

Quote Expiration Date	3/31/2018	Prepared By	Carris Rhodes
Contract Effective Date	3/31/2018	Title	Public Engagement Manager
Contract End Date	10/22/2022	Email Address	crhodes@opengov.com

CUSTOMER INFORMATION

Customer Name	City of El Cerrito, CA	Bill To Name	City of El Cerrito, CA
Contact Name	Karen Pinkos	Bill To Address	10890 San Pablo Ave El Cerrito, CA 94530 United States
Title	Assistant City Manager		

ADDENDUM TO SOFTWARE AGREEMENT

This Addendum shall modify and supersede as indicated certain terms and provisions of the Software Agreement between the City of El Cerrito, CA (the "Customer") and OPENGOV, INC. ("OpenGov"), effective October 23, 2017 (the "Agreement"). The Customer and OpenGov have mutually agreed that the following modifications be made to the Agreement.

In consideration of the Customer adding the new Services identified as OpenGov Open Town Hall to the Agreement, the Customer shall pay OpenGov, Inc. a fee of $2,821.92 for the period from March 31, 2018 until October 22, 2018. Customer shall also pay OpenGov, Inc. an annual fee of $5,000.00 for each one (1) year period from October 23, 2018 until October 22, 2022.

This Addendum to the Agreement is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street Redwood City, CA 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Addendum includes and incorporates the OpenGov Terms and Conditions attached as Appendix A to the original Agreement. By signing this Addendum, Customer acknowledges that it has reviewed, and agrees to be legally bound by, this Addendum.

Solution	Effective Date	End Date	List Price	Discount	Annual Fee	Total Price
OpenGov Open Town Hall	3/31/2018	10/22/2018	$12,500.00	60%	$5,000.00	$2,821.92
OpenGov Open Town Hall	10/23/2018	10/22/2022	$12,500.00	60%	$5,000.00	$20,000.00

Billing Frequency	Annual - See Chart Below	Annual Fee	$5,000.00
		Grand Total	$22,821.92

Billing Date	Amount Due
March 31, 2018	$2,821.92
October 23, 2018	$5,000.00
October 23, 2019	$5,000.00
October 23, 2020	$5,000.00
October 23, 2021	$5,000.00

SIGNATURE

Customer: City of El Cerrito, CA		OpenGov, Inc.	
Signature	______________________	Signature	______________________
Name	______________________	Name	______________________
Title	______________________	Title	______________________
Date	______________________	Date	______________________

Agenda Item No. 4(G)

RESOLUTION NO. 2018-XX

RESOLUTION OF THE COUNCIL OF THE CITY OF EL CERRITO, CALIFORNIA, IN SUPPORT OF THE REINSTATEMENT OF THE FREEDOM FOR IMMIGRANTS (FORMERLY KNOWN AS CIVIC) ADVOCATES PROGRAM AT THE WEST CONTRA COSTA JAIL TO VISIT DETAINED UNDOCUMENTED IMMIGRANTS

WHEREAS, Freedom for Immigrants has operated a visitation program and free hotline at the jail since 2011 and

WHEREAS, Freedom for Immigrants volunteers play an important role in supporting people in ICE detention and their families; and

WHEREAS, on February 15, 2018 ICE apparently terminated Freedom for Immigrants free hotline with no warning or subsequent explanation; and

WHEREAS, Freedom for Immigrants in November 2017 publicized allegations of abuse by deputies overseeing female ICE detainees; and

WHEREAS, these allegations led to numerous media reports and calls for an investigation; and

WHEREAS, the Contra Costa Sheriff's Office subsequently suspended clearance for Freedom for Immigrant's visitation program coordinator and revoked access for all Freedom for Immigrants volunteers; and

WHEREAS, the Sheriff cites that Freedom for Immigrants has violated rules and regulations after an investigation into Freedom for Immigrants "emails, phone calls, radio and newspaper interviews," and allegedly found that "the organization poses a safety and security risk to the West County Detention Facility" but provided no further details; and

WHEREAS, this action by the Sheriff and ICE appears to be in retaliation: and

WHEREAS, the support provided by Freedom for Immigrants volunteers should follow the facility's policies; and

WHEREAS, detainees do have rights under our constitution; and

WHEREAS, the City of El Cerrito is both a Sanctuary City and City of Immigrants.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby requests the reinstatement of the Freedom for Immigrants Advocates Program at the West Contra Costa County Detention Facility and Jail to provide access to the community visitation program for detained undocumented immigrants and the program Hotline so long as program participants follow facility policies like other agencies.

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

I CERTIFY that at a regular meeting on April 17, 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 April X, 2018.

____
Cheryl Morse, City Clerk

APPROVED:

____
Gabriel Quinto, Mayor

THE CITY OF EL CERRITO

AGENDA BILL

Agenda Item No. 6(A)

Date: April 17, 2018

To: El Cerrito City Council

From: Melanie Mintz, Director of Community Development

Subject: Purchase and Sale Agreement With Mradula and Kanti Patel for 1718 Eastshore Boulevard

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ACTION REQUESTED

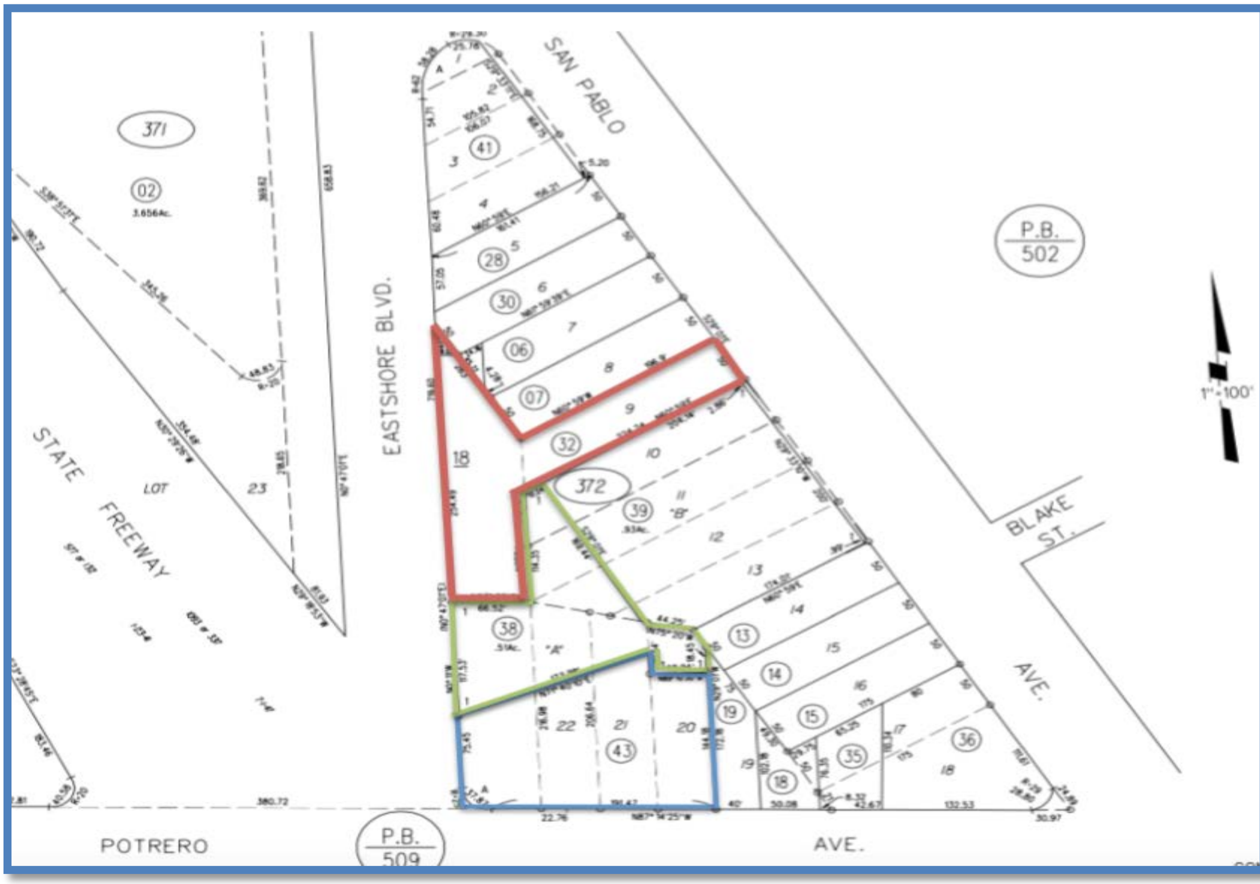
Conduct a public hearing and upon conclusion, adopt a resolution authorizing execution of a Purchase and Sale Agreement with Kanti Patel and Mradula Patel for the disposition of 1718 Eastshore Boulevard for the purpose of hotel development.

BACKGROUND

The former El Cerrito Redevelopment Agency (RDA) acquired the property located at 1718 Eastshore Boulevard (APN 513-372-032 – see Figure 1 parcel map, red lined parcel) in 1990 for the purpose of land assembly to assist in the redevelopment of the Del Norte area consistent with the goals and objectives of the El Cerrito Redevelopment Plan, including the alleviation of blighting conditions and the stimulation of development. As a result of dissolution of the RDA, and in accordance with Health and Safety Code Section 34191.5, the Successor Agency to the El Cerrito RDA prepared a Long Range Property Management Plan (LRPMP), which was approved by the Oversight Board to the Successor Agency and the State Department of Finance. The LRPMP designated the property to be transferred to the City for future development. Under the redevelopment dissolution laws, the City has the obligation to sell the property and distribute the sales proceeds to the various taxing entities that serve the City. In 2016, the Successor Agency transferred the property to the City (Resolution No. 2016-39).

Consistent with the LRPMP, in January 2017 the City entered into an Exclusive Negotiating Rights Agreement (ENRA) with Kanti and Mradula Patel to negotiate the terms of a Purchase and Sale Agreement (PSA) (Resolution No. 2016-94). The Patels (Proposed Developer) currently own the properties adjacent to the City parcel (see Figure 1 parcel map, green and blue parcels), and previously developed, and have operated, the Mira Vista hotel on one of the parcels (blue parcel #43) since 1987. The Proposed Developer desires to expand its existing hotel operations by constructing a new business-class hotel on the Eastshore property, combined with the vacant property that they own (green parcel #38), to be operated by a national hotel chain operator. Development of a hotel on the combined property would be consistent with the goals and objectives of the Redevelopment Plan and the San Pablo Avenue Specific Plan and would bring both an amenity and revenue, including both increased property tax and Transient Occupancy Tax (TOT), to the City.

Figure 1 – Parcel Map of Patel & City Parcels



ANALYSIS

Development Concept

Hotel Expansion: The Patels are seeking to assemble a site that would allow a new business class hotel of approximately 80-100 rooms to be constructed adjacent to their existing hotel. The Patels have submitted a Letter of Interest to the Fairfield Inn & Suites by Marriott. In communication with the Marriott, the East Bay lodging market has performed well over the last three years and the Marriott strongly supports the development of a Fairfield Inn & Suites in El Cerrito.

The next predevelopment steps are for the Patels to do further site analysis, conceptual design and financial feasibility analysis. Before entering into the next phase and incurring additional expenses, the Patels have requested that the City enter into a Purchase and Sale Agreement.

Purchase Price

The proposed purchase price for the parcel is $520,000 which represents Fair Market Value established by an appraisal prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) by Valbridge Property Advisors. The property's irregular "T" shape makes it difficult to develop on its own, as is reflected in the appraised value which recognizes this constraint. The Patel's adjacent property ownership makes the site more developable.

The proposed PSA requires that the buyer deposit $52,000 within five days of the effective date of the agreement, which would be applicable to the purchase price at close of escrow. Subject to conditions specified in the PSA, the deposit may be fully or partially refunded if either the Seller (the City) or the Buyer (the Patels) default per conditions set forth in the proposed PSA.

Compensation Agreement

Close of escrow is currently also contingent upon the approval of a Compensation Agreement with the affected taxing entities that will receive a share of the sales proceeds apportioned on the basis of their share of property taxes. The Compensation Agreement continues to be negotiated with the County. The PSA will not be effective until the Compensation Agreement is executed by all of the affected taxing entities and time periods for the Buyer's due diligence will not commence until the Compensation Agreement is fully executed.

Summary of PSA Terms

The following is a summary of the major terms of the agreement, in addition to the above terms regarding purchase price, deposit and compensation agreement.

- *Physical Inspection Contingency (Section 7):* The Buyer has 120 days from the effective date to inspect the property; including conducting Phase II environmental test regarding soil and groundwater condition/contamination and remediation estimated costs. The Buyer may terminate the agreement if conditions are unsuitable or unfeasible for the proposed development. 100% of the deposit will be returned if the physical inspection results in termination of the agreement.

- *Financial Feasibility (Section 8) -* The buyer has 300 days from the effective date to determine if the proposed development is economically feasible. If not feasible, the buyer may terminate the agreement, and 50% of the deposit will be returned to the buyer and the City will retain 50%. The buyer may waive this contingency at any time and proceed with acquisition.

- *Entitlements Contingency (Section 9):* The buyer has 300 days from the effective date to approve or disapprove the feasibility of the development in accordance with all applicable permits, approvals and authorizations from the City (acting in its capacity as a regulatory authority) and any other governmental agency or authority. The same 50% return and retention of the deposit applies. The buyer may waive this contingency at any time and proceed with acquisition.

- *No City Regulatory Obligation (Section 10):* Entering into the PSA does not compel the City to approve entitlements including CEQA approvals.
- *Additional Consideration (Section 6.c):* If the buyer sells the property prior to building the proposed hotel, the buyer will pay to the City 50% of net proceeds of the resale above the purchase price.

Proposed Acquisition/Development Schedule

Below is an estimated PSA schedule.

ACTIVITY	NOTES
Execute PSA	Estimated
Buyer Deposit to City	Within 5 days of PSA Execution
Compensation Agreement Approval	Within 365 days of execution of PSA (effective date)TBD
Buyer Investigation Period	Within 120 days of Effective Date(execution of Compensation Agreement)
Buyer Financial Contingency	Within 300 days of Effective Date(execution of Compensation Agreement)
Buyer Entitlements Contingency	Within 300 days of Effective Date (execution of Compensation Agreement)
Close of Escrow	Outside date – 1 Year after PSA Execution

STRATEGIC PLAN CONSIDERATIONS

The following goals and objectives of the Strategic Plan are addressed by this agreement:

Goal B: Achieve long-term financial sustainability

- *Maximize opportunities for existing and expanding businesses.*
- *Explore opportunities for public/private partnerships.*

Goal C: Deepen a sense of place and community identity

- *Develop a vision for underdeveloped and underutilized properties through advanced planning efforts that encourage investment and/or new development.*

In addition, the proposed agreement also implements the following policies from the Economic Development Action Plan:

Goal 3 D: Proceed with the disposition and development of former redevelopment assets

- *Negotiate purchase and sale agreements based on the development objectives of the San Pablo Avenue Specific Plan and Long Range Property Management Plan*

ENVIRONMENTAL CONSIDERATIONS

The approval of entitlements for the proposed development will require environmental analysis under the California Environmental Quality Act (CEQA). The PSA preserves the City's discretionary rights to condition any entitlement approvals on the completion of the appropriate CEQA analysis and the implementation of any required mitigation measures or alternatives necessary to address environmental impacts identified in the CEQA analysis.

FINANCIAL CONSIDERATIONS

There are no costs to the City for entering into the Purchase and Sale Agreement. The City will receive a $52,000 deposit towards the purchase price after the Effective Date which will be 100% refundable under certain default conditions related to the land or status of the Compensation Agreement. If the Developer does not proceed with the Development due to other default conditions particular to the business terms of the proposed development, the City will retain 50% of the deposit.

Short term revenues will consist of one time sales proceeds of $114,000 from sale of the property (22% of the sales price, reflecting the City's property tax share). Long term revenue will consist of both on-going property taxes from the new development and on-going Transit Occupancy Taxes (TOT) from the development of a hotel which would be 12% of annual hotel revenues. Property tax and TOT revenues will depend on the size, value and occupancy rate of the hotel development, but are estimated at approximately $500,000/year (approximately $50,000 in annual property tax and $500,000 in annual TOT revenues.)

LEGAL CONSIDERATIONS

The resolution has been reviewed and approved by Counsel.

Reviewed by:

Scott Hanin
City Manager

Attachments:

1. Proposed Resolution
2. Proposed Purchase and Sale Summary Report
3. Proposed Purchase and Sale Agreement

RESOLUTION NO. 2018–XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH KANTI PATEL AND MRADULA PATEL FOR THE DISPOSITION OF 1718 EASTSHORE BOULEVARD FOR THE PURPOSE OF HOTEL DEVELOPMENT

WHEREAS, the former El Cerrito Redevelopment Agency ("Agency") acquired that certain property located at 1718 Eastshore Boulevard (APN 513-372-032) (the "Property") for the purposes of facilitating development of the Property consistent with the El Cerrito Redevelopment Plan; and

WHEREAS, the former Agency was dissolved in accordance with State law effective February 1, 2012; and

WHEREAS, the Successor Agency to the El Cerrito Redevelopment Agency ("Successor Agency"), in accordance with Health and Safety Code Section 34191.5 approved a long range property management plan ("LRPMP") dealing with the disposition of all of the former Agency owned property (RESO 2015-06); and

WHEREAS, the LRPMP was approved by the Oversight Board to the Successor Agency and subsequently approved by the California Department of Finance; and

WHEREAS, the LRPMP calls for the Property to be transferred to the City for future development; and

WHEREAS, the property was accepted by the City and transferred to the City by Resolution No. 2016-39; and

WHEREAS, the adjacent property owners, Kanti Patel and Mradula Patel ("Proposed Developer") have expressed interest in acquiring the Property for purposes of constructing a business hotel on the Property and their adjacent property; and

WHEREAS, the Proposed Developers also developed, own and operate the Hotel Mira Vista on an adjacent property; and

WHEREAS, the disposition of the Property to the Proposed Developer for purposes of development of a business hotel would be consistent with the Redevelopment Plan and the purposes for which the former Redevelopment Agency acquired the Property and would also further the owner participation goals of the Redevelopment Plan; and

WHEREAS, the City entered into an Exclusive Negotiating Rights Agreement (ENRA) with the Proposed Developer by Resolution No. 2016-94 and the Proposed Developer fulfilled the terms of the ENRA; and

WHEREAS, the next pre-development steps involve further site investigation and financial feasibility analysis; and

WHEREAS, an appraisal completed during the ENRA phase, per the terms of the ENRA, determined that the fair market value of the property is $520,000, which amount is the proposed purchase price for the Property; and

WHEREAS, development of the hotel would result in both an amenity and increased revenue to the City in the form of both property tax and Transient Occupancy Tax; and

WHEREAS, the Purchase and Sale Agreement provides one year for the Proposed Developer to purchase the property; and

WHEREAS, the City has placed on file a copy of the Purchase and Sale Agreement, and the summary called for in Government Code Section 52201 (the "Section 52201 Summary"), and has made the Purchase and Sale Agreement and the Section 52201 Summary available for public inspection and copying pursuant to Government Code Section 52201. The Section 52201 Summary is incorporated in this Resolution by this reference; and

WHEREAS, the City Council has conducted a duly noticed public hearing on the Purchase and Sale Agreement pursuant to Government Code Section 52201 for the purpose of receiving the input and comments of the public on the DDA.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of El Cerrito, pursuant to Government Code Section 52201, that the City Council hereby finds that the purchase price for the Property in the Purchase and Sale Agreement of $520,000 is not less than the fair market value of the Property at its highest and best use. This finding is based on the facts and analysis set forth in the Staff Report and the Section 52201 Summary accompanying this Resolution.

BE IT FURTHER RESOLVED, pursuant to Government Code Section 52201, the City Council hereby finds that the development of the Project on the Property will assist in the creation of an economic opportunity by providing increased property tax revenues and transient occupancy tax. This finding is based on the facts and analysis set forth in the Staff Report and the Section 52201 Summary accompanying this Resolution.

BE IT FURTHER RESOLVED, that the City authorizes and directs the City Manager to execute the Purchase and Sale Agreement with the Proposed Developer on behalf of the City, substantially in the form on file with the City Clerk, with such modifications as the City Manager determines appropriate to effectuate the purposes of this Resolution, such determination to be conclusively evidenced by the City Manager's execution of the Purchase and Sale Agreement.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute such other documents as are necessary to effectuate the purposes of the Purchase and Sale Agreement including but not limited to grant deeds, assignment agreements, escrow instructions and any other documents necessary to complete the transaction.

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

I CERTIFY that at a regular meeting on April 17, 2018, the City Council of the City of El Cerrito passed this Resolution by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

IN WITNESS of this action, I sign this document on April___, 2018.

____
Cheryl Morse, City Clerk

APPROVED:

____
Gabriel Quinto, Mayor

SUMMARY REPORT PURSUANT
TO

CALIFORNIA GOVERNMENT CODE SECTIONS 52201

FOR AN AGREEMENT TO
CONVEY BY SALE

1718 EASTSHORE BOULEVARD, EL CERRITO

BY AND BETWEEN THE CITY OF EL CERRITO
AND KANTI PATEL AND MRADULA PATEL

The following Summary Report has been prepared pursuant to California Government Code Sections 52201. The report sets forth certain details of the proposed Purchase and Sale Agreement to convey in fee certain City-owned property located at 1718 Eastshore Boulevard, El Cerrito. The Purchase and Sale Agreement is proposed among the following parties:

1. The City of El Cerrito ("City");

2. Kanti Patel and Mradula Patel ("Buyer")

I. Introduction

The City is the owner of the property located at 1718 Eastshore Boulevard (the "Property"). The City acquired the Property from the Successor Agency to the El Cerrito Redevelopment Agency ("Agency") in accordance with the Agency's approved Long Range Property Management Plan for future development consistent with the goals and objectives of the El Cerrito Redevelopment Plan. In accordance with the Long Range Property Management Plan, the City is required to enter into a compensation agreement with the affected taxing entities prior to conveyance of the Property for development and to distribute the proceeds of the sale of the Property to the County Auditor-Controller for distribution to the taxing entities.

On January 5, 2017 the City entered into an Exclusive Negotiating Rights Agreement with the Buyer for the sale of the Property consistent with the goals and objectives of the Redevelopment Plan and the San Pablo Avenue Specific Plan. The Buyer is the owner of the adjacent property and intends to develop the Property and the Buyer's property with a hotel. The City is now considering a Purchase and Sale Agreement with the Buyer to convey the Property to the Buyer in accordance with the terms and conditions set forth in the Purchase and Sale Agreement.

The following Summary Report is based on information contained within the Purchase and Sale Agreement and is organized into the following five sections:

Salient Deal Points of the Agreement: This Section summarizes the major responsibilities imposed on the Buyer and the City by the Purchase and Sale Agreement.

Estimated Value of the Interest to Be Conveyed or Leased, Determined at the Highest and Best Use of the Property: This section estimates the value of the property, determined at the highest and best use of the property.

Estimated Value of the Interest to Be Conveyed or Leased, Determined at the Use and with the Conditions, Covenants, and Development Costs Required by the Purchase and Sale Agreement: This section estimates the value of the property to be conveyed, factoring in the use of the property, and conditions, covenants, and development costs required by the Purchase and Sale Agreement.

Creation of Economic Opportunity and Public Purpose: This section explains how the Purchase and Sale Agreement will assist in creating economic opportunity in the City.

II. Salient Deal Points of the Purchase and Sale Agreement.

A. Project Description.
The Buyer proposes to redevelop the Property with a hotel development. The Buyer currently operates a hotel on adjacent property and has obtained a letter of interest from Fairfield Inn and Suites by Marriott. The new hotel would be developed on the Property and on adjacent vacant property that the Buyer already owns.

B. City Responsibilities

The Purchase and Sale Agreement requires the City to:

1. Convey the Property to the Buyer as specified in the Purchase and Sale Agreement.
2. Enter into a Compensation Agreement with the taxing entities in accordance with Health and Safety Code Section 34180(f).
3. Provide reasonable cooperation to the Buyer in obtaining permits and approvals necessary for the construction of the Project.

C. Buyer's Responsibilities

The Purchase and Sale Agreement requires the Buyer to:

1. Pay the City $520,000 as the purchase price of the Property;
2. Obtain all governmental approvals necessary for the development of the Project;
3. Pay the City 50% of the Net Sales Proceeds if the Buyer sells the Property

before commencing the development of the Hotel.

III. Estimated Value of the Interest to Be Conveyed or Leased, Determined at the Highest and Best Use of the Property

The Property is zoned Transit Oriented High Intensity Mixed Use (TOHIMU). The Property was appraised by Valbridge Property Advisors in May 2017 when the purchase price for the Property was negotiated with the Buyer. Valbridge appraised the Property at its highest and best use, determining that the highest and best use is for sale as vacant land to an investor or developer. Due to the odd shape of the Property, development of the Property on its own, without assemblage of adjacent sites, is limited to the apex of the Property. The Valbridge appraisal determined that the fair market value of the Property at the highest and best use is $520,000.

IV. Estimated Value of the Interest to Be Conveyed or Leased, Determined at the Use and with the Conditions, Covenants, and Development Costs Required by the Purchase and Sale Agreement.

The Property is being conveyed to the Buyer as is and without covenants or conditions regarding the development of the Property. The terms of the Purchase and Sale Agreement are consistent with the determination of the highest and best use by the appraisal which estimated the value of the Property at $520,000.

V. **Creation of Economic Opportunity and Public Purposes**

The Property has been vacant or underutilized for a number of years. The former Redevelopment Agency acquired a portion of the Property in the 1990's with the intent of assembling the property with adjacent parcels to create a developable site. The former Redevelopment Agency was never able to acquire all of the necessary property to create a developable site. The City obtained title to the Property in accordance with the Agency's Long Range Property Manager Plan, as a future development site to be developed consistent with the Redevelopment Plan. The City, in selling the Property is addressing several goals of the Redevelopment Plan as well as the City's economic development goals, including

1. The sale of the Property to the Buyer, the adjacent property owner, furthers the goals of the Redevelopment Plan to encourage owner participation in the Redevelopment Project Area. The Buyer has operated a successful hotel business on the adjacent property for many years. The acquisition of this Property will allow for the development of additional hotel capacity.
2. An increase in property tax revenues for all property tax collecting entities. Currently the Property does not generate property tax revenues for the taxing entities. Upon disposition of the Property, it will immediately become subject to property taxes which will increase the property tax revenues for all taxing entities. Development of the Project on the Property will further increase property tax revenues.

3. The development of the Property with a hotel will generate transient occupancy tax (TOT) benefitting the City. The value of the property tax and the TOT is estimated at $550,000 per year upon stabilized occupancy.

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS
(1718 Eastshore Boulevard, El Cerrito, California)

This Purchase and Sale Agreement and Joint Escrow Instructions (the "Agreement") is dated, for reference purposes only, as of ____________________, 2018 (the "Execution Date"), by and between the City of El Cerrito, a municipal corporation (the "Seller" or the "City"), and Kanti Patel, an individual, and Mradula Patel, an individual or their assignees (collectively, the "Buyer"), with reference to the following facts and purposes.

RECITALS

A. The City and the Buyer are parties to that certain Exclusive Negotiating Rights Agreement, dated as of January 5, 2017 (the "ENRA"), regarding that certain real property as more particularly described in Exhibit A attached to this Agreement, and commonly known as 1718 Eastshore Boulevard, El Cerrito, California (the "Property"). In accordance with Section 1.2 of the ENRA, the ENRA is terminated as of the Execution Date.

B. The Property was formerly owned by the El Cerrito Redevelopment Agency (the "Former Agency"). As of February 1, 2012, the Former Agency was dissolved pursuant to California Health & Safety Code Section 34172. Prior to the Execution Date, pursuant to California Health & Safety Code Section 34191.5, the successor agency to the Former Agency transferred and conveyed the Property to the Seller. As of the Execution Date, the City is the fee owner of the Property.

C. The City desires to sell the Property to the Buyer upon the satisfaction of certain conditions precedent as more particularly described in Section 2, below. In accordance with California Government Code Section 52201, the city council of the City (the "City Council") conducted a duly noticed public hearing regarding the sale of the Property pursuant to this Agreement on April 17, 2018, and, following such public hearing, the City Council authorized the sale of the Property to the Buyer.

D. The Buyer desires to purchase the Property from the Seller, subject to the terms and conditions of this Agreement. In accordance with the ENRA, the Buyer desires to acquire the Property for the proposed development of a hotel on the Property and adjacent real property (the "Proposed Development"). This Agreement sets forth the terms and conditions under which the City may sell, and the Buyer may purchase, the Property. Nothing in this Agreement shall be deemed to permit the Proposed Development to be developed on the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Buyer and the Seller (each a "Party", and, collectively, the "Parties") agree as follows:

Section 1. Purchase and Sale of the Property. Subject to the terms and conditions set forth below, the Seller agrees to sell, and the Buyer agrees to purchase, the Property.

Section 2. Conditions to Effectiveness of this Agreement.

(a) Compensation Agreement. The Parties agree and acknowledge that, as of the Execution Date, conveyance of the Property is subject to the City entering into a compensation agreement (the "Compensation Agreement") with the County of Contra Costa, a political subdivision of the State of California (the "County") and other taxing entities (collectively, the "Taxing Entities") in accordance with California Health and Safety Code Section 34180(f). The City's obligation to convey in this Agreement is expressly conditioned upon, and subject to, the execution of the Compensation Agreement by the County, the Taxing Entities and the City. The "Effective Date" of this Agreement shall be the date upon which the Seller has given Buyer written notice, pursuant to Section 25 below, that the condition set forth above has occurred; provided, however, in the event such condition has not been satisfied on or before that certain date which is three hundred sixty-five (365) days after the Execution Date (the "Outside Date"), then this Agreement shall automatically terminate and be of no further force or effect without further action of the Parties, and all rights, duties, and obligations of the Parties shall be void and of no further effect (other than any provision that explicitly survives the termination of this Agreement), unless otherwise agreed to by the Parties. Notwithstanding such automatic termination, upon the request of either Party, the Parties shall (at no additional cost to either Party) execute such document(s) as may be necessary to evidence the termination of this Agreement. In the event of such termination of this Agreement as set forth in this Section, each Party shall be responsible for all of its own costs and expenses incurred in connection with this Agreement (including, but not limited to, its own attorneys' fees and expenses). To the extent applicable, the City shall use commercially reasonable efforts to cause such condition to be satisfied, and for the Effective Date to occur in accordance with this Section. In the event such condition has been satisfied prior to the Outside Date, then the City shall promptly deliver a written notice to the Buyer documenting the date of the Effective Date.

(b) Buyer Acknowledgement. The Buyer acknowledges that, as of the Execution Date, the condition precedent to effectiveness of this Agreement is not within the control of the City (directly or indirectly), and that the City has not made any representation or warranty (written or otherwise) regarding the likelihood of the satisfaction of the condition set forth above, or the timeframe for the satisfaction of such condition. The Buyer further acknowledges that the City shall have no legal obligation to convey the Property to the Buyer, subject to the terms and requirements of this Agreement, unless and until the condition set forth in this Section has been satisfied by the Outside Date. In the event such condition has not been satisfied by the Outside Date, despite the efforts of the City to cause the satisfaction of such condition, and this Agreement is terminated, then the City: (1) shall have no obligation to convey the Property, or any other interest in the Property, to the Buyer; and (2) shall have no further obligation or duty under this Agreement (except for any provision that expressly survives the termination of this Agreement.) The Buyer further acknowledges that due to the termination of this Agreement as set forth above, the Buyer shall have no right, pursuant to this Agreement, to acquire the Property, and, therefore, may suffer economic loss or other consequences related to the failure of the City to sell the Property to the Buyer, including, but not limited to, economic loss or other consequences due to the Buyer's inability to obtain ownership of the Property, or to operate, or to permit the operation of, a particular form of business at the Property. The Buyer, on behalf of itself and anyone claiming by, through or under the Buyer specifically releases and waives any claim against the City for such loss or economic consequences in connection with the failure of the condition precedent set forth above. The Buyer, on behalf of itself and anyone claiming by, through or under the Buyer, hereby assumes the above-mentioned risks and hereby expressly waives any right related to such risks that the Buyer and anyone claiming by, through or under the Buyer, may have under Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Buyer's Initials: ____________

Section 3. Independent Consideration. Within three (3) business days after the Execution Date, Buyer shall pay the Seller the amount of One Hundred Dollars ($100) (the "Independent Consideration"). The Independent Consideration shall be non-refundable to the Buyer, and shall not be credited towards the payment of the Purchase Price (defined below). The Independent Consideration shall constitute separate, independent, and good and valuable consideration provided by the Buyer to the Seller for the rights extended to the Buyer under this Agreement.

Section 4. Opening Escrow. Prior to the Execution Date, the Parties opened an escrow account (the "Escrow") with Old Republic Title Company, 555 12th Street, Suite 2000, Oakland, California (the "Escrow Holder" or the "Title Company"). The account number for the Escrow is _________.

Section 5. Purchase Price. The purchase price for the Property shall be Five Hundred Twenty Thousand Dollars ($520,000) (the "Purchase Price"). The Purchase Price was established by that certain appraisal of the Property dated as of May 19, 2017 prepared by Valbridge Property Advisors.

Section 6. Payment of Purchase Price. The Purchase Price shall be paid by the Buyer as follows:

(a) Deposit. Within five (5) days after the Effective Date the Buyer shall deposit with the Escrow Holder the amount of Fifty-Two Thousand Dollars ($52,000) as an earnest money deposit (the "Deposit"). The Deposit and all accrued interest shall be fully refundable to the Buyer in the event that this agreement terminates as a result of a Seller default, as a result of the failure of the condition precedent to conveyance of the Property set forth in Section 2, as a result of termination of this Agreement pursuant to Section 7 or Section 16. If Buyer terminates this Agreement pursuant to Sections 8, 9, or 10, one-half of the Deposit shall be refundable to the Buyer. The Deposit, and all accrued interest, shall be credited against the Purchase Price on the Closing Date, as defined below.

(b) Balance of the Purchase Price. The Buyer shall deposit with the Escrow Holder the balance of the Purchase Price in lawful money of the United States of

America, together with all of the Buyer's closing and other costs as set forth in Section 20, no later than one (1) business day prior to Close of Escrow, as defined below, for the purchase of the Property.

(c) Additional Consideration. As additional consideration for the conveyance of the Property the Buyer agrees that in the event the Buyer transfers the Property prior to commencing construction of the Proposed Development, the Buyer shall pay to the City, fifty percent (50%) of the Net Proceeds of such sale, as defined below. For purposes of this Section 6(c), the Net Proceeds shall mean the amount by which the purchase price received by the Buyer for the Property exceeds the Purchase Price minus reasonable closing costs, fees and commissions, the Buyer's verifiable and documented holding costs incurred during the time that the Buyer held the Property and the cost paid by the Buyer for any construction plans or specifications, entitlements and other soft costs incurred in connection with the Property.

Section 7. Buyer's Physical Inspection Contingency.

(a) Physical Inspection Contingency Period. The Buyer's obligation to purchase the Property is subject to the contingency set forth in this Section. Such contingency is solely for the benefit of the Buyer, and may be waived by the Buyer in the Buyer's sole and absolute discretion. The Buyer, in the Buyer's sole and absolute discretion, shall approve or disapprove the condition of the Property (the "Physical Inspection Contingency") anytime during the period after the Execution Date; provided, however that the Buyer must approve or waive the Physical Inspection Contingency no later than 5:00 p.m. (California time) on the date that is one hundred twenty (120) days after the Effective Date (such period shall be referred to herein as the "Physical Inspection Contingency Period"). On, or before, expiration of the Physical Inspection Contingency Period, the Buyer shall deliver written notice to the Seller either approving or disapproving the physical condition of the Property. The Buyer's failure to deliver such notice shall be deemed approval. If the Buyer timely disapproves the physical condition of the Property in accordance with this Section, then: (1) the Deposit shall be returned to the Buyer immediately upon the written request of the Buyer to Title Company (2) the Buyer shall pay all of the cancellation charges of the Title Company ("Cancellation Charges"), if any; and (3) this Agreement shall automatically terminate and be of no further force or effect and neither Party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof that expressly survives the termination of this Agreement. Following the Buyer's satisfaction of, or the deemed approval, of the Physical Inspection Contingency, the Buyer shall have no further right to terminate this Agreement pursuant to this Section.

(b) Right of Entry. As of the Execution Date, the City hereby grants the Buyer the right to enter onto the Property, for purposes of the Physical Inspection Contingency. In connection with such entry and investigation, the Buyer shall: (1) give the City reasonable advance written notice (at least three (3) days for invasive testing and at least one (1) Business Day, as defined below, for all other purposes); and (2) prior to entry, cause the City to be named as an additional insured on a Commercial General Liability insurance with limits not less than Two Million Dollars ($2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverage for

Contractual Liability, Personal Injury, Broadform Property Damage, and Products and Completed Operations, and deliver evidence of such insurance to the City. The required insurance shall be provided under an occurrence form by an insurer authorized and licensed to provide such insurance in the State of California. The Buyer acknowledges that, as of the Execution Date, the Property is occupied by D'Arcy and Harty Construction Inc. (the "Existing Occupant"), and in conjunction with the Buyer's exercise of the right of entry set forth in this Section the Buyer (and any of its agents) shall use commercially reasonable efforts to avoid any unreasonable interruption of, or interference with, the Existing Occupant's use and occupancy of the Property. The Buyer shall promptly repair and restore any damage caused directly by the Buyer (or any of its agents) to the Property. The Buyer shall deliver to the City, within thirty (30) days after receipt thereof, a complete copy of any investigation, test, report or study which the Buyer conducts, or causes to be conducted, with respect to the Property (except confidential or proprietary information). In addition to the obligations set forth in Section 15, below, the Buyer shall indemnify, defend and hold the City and its directors, officers, employees and agents harmless from any and all claims, liabilities, damages, losses, expenses, costs and fees (including attorneys' fees and costs) to the extent arising out of the Buyer's (or any agent of the Buyer's) entry upon the Property, or the investigation(s) and test(s) which the Buyer (or its agents) may conduct; provided, however, that this indemnity shall not apply to matters (1) to the extent arising from the results of the Buyer's investigations, tests and inspections (including the discovery of existing environmental conditions on the Property), (2) due to the negligence, acts or omissions or willful misconduct of the City or its directors, officers, employees, or agents or any third party's agents, employees, invitees or licensees, or (3) resulting from latent defects within, on or adjacent to the Property, including any hazardous materials existing on the Property prior to Buyer's entry. Such indemnity obligation shall survive the termination or expiration of this Agreement.

Section 8. Financial Feasibility Contingency. The Buyer's obligation to purchase the Property is subject to the contingency set forth in this Section. Such contingency is solely for the benefit of the Buyer, and may be waived by the Buyer in the Buyer's sole and absolute discretion. The Buyer, in the Buyer's sole and absolute discretion, shall approve or disapprove the financial feasibility of the Property and the development of the Proposed Development (the "Financial Feasibility Contingency") during the period beginning on the Effective Date and ending at 5:00 p.m. (California time) on the date that is three hundred (300) days after the Effective Date (such period shall be referred to herein as the "Financial Feasibility Contingency Period"). On, or before, expiration of the Financial Feasibility Contingency Period, the Buyer shall deliver written notice to the Seller either approving or disapproving the financial feasibility of the Property and the development of the Proposed Development. The Buyer's failure to deliver such notice shall be deemed approval. If the Buyer timely disapproves of the financial feasibility of the Property and the development of the Proposed Development in accordance with this Section, then: (1) one-half of the Deposit shall be returned to the Buyer immediately upon the written request of the Buyer to Title Company; (2) the Buyer shall pay all of the Cancellation Charges, if any; and (3) this Agreement shall automatically terminate and be of no further force or effect and neither Party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof that expressly survives the termination of this Agreement. Following the

Buyer's satisfaction of, or the deemed approval, of the Financial Feasibility Contingency, the Buyer shall have no further right to terminate this Agreement pursuant to this Section.

Section 9. Entitlements Contingency. The Buyer's obligation to purchase the Property is subject to the contingency set forth in this Section. Such contingency is solely for the benefit of the Buyer, and may be waived by the Buyer in the Buyer's sole and absolute discretion. The Buyer, in the Buyer's sole and absolute discretion, shall approve or disapprove the feasibility of the development of the Proposed Development (the "Entitlements Feasibility Contingency") in accordance with all applicable permits, approvals, and authorizations from the City (acting in its capacity as a regulatory authority) and any other governmental agency or authority, required for the development of the Proposed Development (collectively, the "Applicable Land Use Approvals") during the Financial Feasibility Contingency Period. On or before expiration of the Financial Feasibility Contingency Period, the Buyer shall deliver written notice to the Seller either approving or disapproving the Entitlements Feasibility Contingency. The Buyer's failure to deliver such notice shall be deemed approval. If the Buyer timely disapproves the Entitlements Feasibility Contingency in accordance with this Section, then: (1) one-half of the Deposit shall be returned to the Buyer immediately upon the written request of the Buyer to the Title Company; (2) the Buyer shall pay all of the Cancellation Charges, if any; and (3) this Agreement shall automatically terminate and be of no further force or effect and neither Party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof that expressly survives the termination of this Agreement. Following the Buyer's satisfaction of, or the deemed approval, of the Entitlements Feasibility Contingency, the Buyer shall have no further right to terminate this Agreement pursuant to this Section.

Section 10. Proposed Development Subject to CEQA and Applicable Land Use Approvals.

(a) No City Obligation; Buyer at Risk. Notwithstanding any provision of this Agreement to the contrary, as more particularly set forth in this Section, the Buyer agrees and acknowledges that nothing in this Agreement shall be construed to compel the City to: (a) approve or make any particular findings with respect to any approval or documentation required for the Proposed Development pursuant to the California Environmental Quality Act, or its implementing regulations and guidelines (collectively, "CEQA"); or (b) approve or make any particular findings with respect to the Applicable Land Use Approvals. The Buyer assumes all risks regarding CEQA and the Applicable Land Use Approvals, including, but not limited to, the risk that the Proposed Development may not be approved by the City, and that the City may impose mitigation measures on the Proposed Development, and all risks regarding the Applicable Land Use Approvals.

(b) Buyer Acknowledgement regarding City Discretion.

(1) CEQA. The Buyer acknowledges that the environmental review process under CEQA: (A) may involve the preparation and consideration of certain information by the City, as well as consideration of input from third parties; (B) that approval or disapproval of the Proposed Development following completion of the environmental review process pursuant to CEQA is within the sole and absolute discretion of the City

without limitation by or consideration of the terms of this Agreement; and (C) that the City makes no representation regarding the ability or willingness of the City to approve the Proposed Development at the conclusion of the environmental review process required by CEQA, or regarding the imposition of any mitigation measures as conditions of any approval that may be imposed by the City. The Buyer further acknowledges that the City retains, to maximum extent permitted under applicable law, its full discretion under CEQA to: (A) make such modifications to any entitlements, permits or approvals as may be reasonably necessary to impose reasonable measures to mitigate any significant environmental impacts of the Proposed Development; (B) select other reasonable alternatives to avoid significant environmental impacts of the Proposed Development; (C) balance the benefits against any significant environmental impacts of the Proposed Development (if any) prior to taking final action if such significant impacts cannot otherwise be reasonably avoided; (D) determine not to proceed with the Proposed Development in the event there are substantial environmental impacts that cannot be reasonably mitigated so the Proposed Development can be approved without a statement of overriding considerations; or (E) take such other actions to approve or not approve the Proposed Development as determined by the City. In addition, the Buyer further acknowledges that any required approvals by any other local, state or federal agency (or any other required approvals under any applicable local, state, or federal law) may require additional environmental review, and that approval by the City pursuant to CEQA (if any) shall not bind any other local, state or federal agency to approve the Proposed Development (or otherwise satisfy any requirements of any other applicable local, state, or federal law, to the extent such laws may be applicable to the Proposed Development), or bind any other local, state, or federal agency to impose mitigation measures that are consistent with the terms of this Agreement or with the terms of any mitigation measures that may be required by the City pursuant to the City's environmental review in accordance with CEQA.

(2) Applicable Land Use Approvals. In addition, the Buyer acknowledges that the process to obtain the Applicable Land Use Approvals: (A) involves the preparation and consideration of certain information by the City, as well as consideration of input from third parties; (B) that approval or disapproval of the Proposed Development following completion of such process is within the sole and absolute discretion of the City without limitation by or consideration of the terms of this Agreement; and (C) that the City makes no representation regarding the ability or willingness of the City to approve the Proposed Development, grant the Applicable Land Use Approvals, or regarding the imposition of any mitigation measures as conditions of any approval that may be imposed by the City. The Buyer further acknowledges that the City retains, to the maximum extent permitted under applicable law, its full discretion under all applicable planning and zoning laws (including, but not limited to, the City's municipal code) to: (i) make such modifications to any entitlements, permits or approvals as may be reasonably necessary to impose reasonable measures to mitigate any impacts of the Proposed Development; (ii) select other reasonable alternatives to avoid significant impacts of the Proposed Development; (iii) balance the benefits against any significant impacts of the Proposed Development (if any) prior to taking final action if such significant impacts cannot otherwise be reasonably avoided; (iv) determine not to proceed with the Proposed Development in the event there are substantial impacts that cannot be reasonably mitigated; or (v) take such other actions to approve or not approve the Proposed

Development as determined by the City. In addition, the Buyer further acknowledges that any required approvals by any other local, state or federal agency (or any other required approvals under any applicable local, state, or federal law) may require additional review, and that approval by the City of the Applicable Land Use Approvals (if any) shall not bind any other local, state or federal agency to approve the Proposed Development (or otherwise satisfy any requirements of any other applicable local, state, or federal law, to the extent such laws may be applicable to the Proposed Development), or bind any other local, state, or federal agency to impose measures that are consistent with the terms of this Agreement or with the terms of any mitigation measures that may be required by the City.

(c) Termination. The Buyer may terminate this Agreement if the Buyer determines that the implementation of any required environmental mitigation measures required by the City, or any other mitigation measures imposed in conjunction with the Applicable Land Use Approvals, would cause development of the Proposed Development to become economically infeasible. To effectuate such termination of this Agreement, the Buyer shall deliver a written notice to the City setting forth that this Agreement is terminated pursuant to this Section within ten (10) days following the City's final action under CEQA, or the final action on the Applicable Land Use Approvals. In the event this Agreement is terminated pursuant to this Section, then: (1) the City shall have no obligation to convey any portion of the Property, or any other interest in the Property, to the Buyer; (2) the City shall have no further obligation or duty under this Agreement (except for any provisions that expressly survive the termination of this Agreement); (3) if such termination is prior to the expiration of the Financial Feasibility Contingency Period, then one-half of the Deposit shall be returned by the City to the Buyer; and (4) if such termination is after the expiration of the Financial Feasibility Contingency Period, then the full amount of the Deposit shall be retained by the City.

(d) Buyer Release. In the event of such termination of this Agreement, then the Buyer shall have no further duties or obligations under this Agreement (except for any provisions that expressly survive the termination of this Agreement). The Buyer further acknowledges that due to the termination of this Agreement as set forth above, the Buyer shall have no right, pursuant to this Agreement, to acquire the Property, and, therefore, may suffer economic loss or other consequences, including, but not limited to, economic loss or other consequences due to the Buyer's inability to obtain ownership of the Property, develop the Proposed Development, or to operate, or to permit the operation of, any particular form of business at the Property. The Buyer, on behalf of itself and anyone claiming by, through or under the Buyer specifically releases and waives any claim against the City for such loss or economic consequences in connection with: (1) the termination of this Agreement following completion of all applicable requirements of CEQA; and (2) the failure to obtain the Applicable Land Use Approvals. The Buyer, on behalf of itself and anyone claiming by, through or under the Buyer, hereby assumes the above-mentioned risks and hereby expressly waives any right related to such risks that the Buyer and anyone claiming by, through or under the Buyer, may have under Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release,

which if known by him or her must have materially affected his or her settlement with the debtor."

Buyer's Initials: __________

(e) Conflict with Other Provisions. In the event of any conflict between the terms of this Section, and the terms of any other provision of this Agreement, the terms of this Section shall control.

Section 11. Condition of Title. At Close of Escrow the Seller shall deliver insurable title to the Property, free and clear of all liens, encumbrances, clouds and conditions, rights of occupancy or possession except for exceptions _______ (inclusive) as set forth on that certain title report dated ______________, 2017, issued by the Escrow Holder a copy of which is attached hereto as Exhibit B (the "Title Report").

Section 12. Condition of the Property.

(a) **"AS IS" PURCHASE. THE BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE CITY ACQUIRED THE PROPERTY FROM THE FORMER AGENCY IN CONNECTION WITH THE DISSOLUTION OF THE FORMER AGENCY UNDER APPLICABLE STATE LAW. THEREFORE, THE BUYER SPECIFICALLY ACKNOWLEDGES THAT THE CITY IS SELLING AND THE BUYER IS BUYING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT THE BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT) OR IMPLIED, FROM THE CITY AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (1) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, WATER, GAS, ELECTRICITY, UTILITY SERVICES, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS AND RELATED CONDITIONS); (2) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND GROUNDWATER; (3) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (4) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (5) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY; (6) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY; (7) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY OR THE ADJOINING OR NEIGHBORING PROPERTY; AND (8) THE CONDITION OF TITLE TO THE PROPERTY. THE BUYER AFFIRMS THAT THE BUYER HAS NOT RELIED ON THE SKILL OR JUDGMENT OF THE CITY OR ANY OF ITS**

RESPECTIVE AGENTS, EMPLOYEES OR CONTRACTORS TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT THE CITY MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE. THE BUYER ACKNOWLEDGES THAT IT SHALL USE ITS INDEPENDENT JUDGMENT AND MAKE ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF ITS DUE DILIGENCE INVESTIGATION WHICH IT SHALL MAKE RELATIVE TO THE PROPERTY AND SHALL RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, WHETHER THE PROPERTY IS LOCATED IN ANY AREA WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY). THE BUYER UNDERTAKES AND ASSUMES ALL RISKS ASSOCIATED WITH ALL MATTERS PERTAINING TO THE PROPERTY'S LOCATION IN ANY AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY.

Buyer's Initials:________

(b) Survival. The terms and conditions of this Section shall expressly survive the Close of Escrow, shall not merge with the provisions of the Grant Deed (defined below), or any other closing documents and shall be deemed to be incorporated by reference into the Grant Deed. The City is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property furnished by any contractor, agent, employee, servant or other person. The Buyer acknowledges that the Purchase Price reflects the "as is" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property. The Buyer has fully reviewed the disclaimers and waivers set forth in this Agreement with the Buyer's counsel and understands the significance and effect thereof.

(c) Acknowledgment. The Buyer acknowledges and agrees that: (1) to the extent required to be operative, the disclaimers of warranties contained in this Section hereof are "conspicuous" disclaimers for purposes of all applicable laws and other legal requirements, and (2) the disclaimers and other agreements set forth in such sections are an integral part of this Agreement, that the Purchase Price has been adjusted to reflect the same and that the City would not have agreed to sell the Property to the Buyer for the Purchase Price without the disclaimers and other agreements set forth in this Section.

(d) Buyer's Release of the City. The Buyer, on behalf of itself and anyone claiming by, through or under the Buyer hereby waives its right to recover from and fully and irrevocably releases the City, and its council members, employees, officers, directors, representatives, and agents (the "Released Parties") from any and all claims, responsibility and/or liability that the Buyer may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to: (1) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever; (2) any presence of hazardous or toxic materials or substances; and (3) any information furnished by the Released Parties under or in connection with this Agreement. Notwithstanding the foregoing, as set forth in Section 12(e) below, this release shall not apply to, nor shall the Released Parties be released from, the Released Parties' actual fraud or misrepresentation.

(e) Scope of Release. The release set forth in Section 12(d) hereof includes claims of which the Buyer is presently unaware or which the Buyer does not presently suspect to exist which, if known by the Buyer, would materially affect the Buyer's release of the Released Parties. The Buyer specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, the Buyer agrees, represents and warrants that the Buyer realizes and acknowledges that factual matters now unknown to the Buyer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and the Buyer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Buyer nevertheless hereby intends to release, discharge and acquit the Released Parties from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, the Buyer, on behalf of itself and anyone claiming by, through or under the Buyer, hereby assumes the above-mentioned risks and hereby expressly waives any right related to such risks that the Buyer and anyone claiming by, through or under the Buyer, may have under Section 1542 of the California Civil Code, which reads as follows:

> **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

> **Buyer's Initials:___________**

Notwithstanding the foregoing, this release shall not apply to, nor shall the Released Parties be released from, the Released Parties' actual fraud or misrepresentation.

Section 13. Representations of the Seller. The Seller makes the following representations to the Buyer, as of the Execution Date and the Effective Date, and the Seller will deliver to the Buyer at Close of Escrow an estoppel certificate representing the following:

(a) No Condemnation. To the best of the Seller's knowledge, there is no pending or threatened condemnation or similar proceeding affecting the Property, nor does the Seller have any knowledge that any such action is contemplated.

(b) No Proceedings. To the best of the Seller's knowledge, there are no notices of any code violation, legal actions, or other legal proceedings or threatened against or affecting the Property or the Seller's title to the Property (including any existing or contemplated actions under Title 11 of the United States Code), and the Seller has not received notice from any public entity with respect to any future proceeding or basis for any future proceeding against or affecting the Property, or concerning any existing or potential, past, present or future toxic or hazardous material or conditions at or within the Property.

(c) Clear Title and Authority. The Seller is the sole owner of the Property, free of restrictions, leases, liens, easements, covenants, conditions and restrictions, and other encumbrances, except as set forth in the Title Report. Subject only to the terms of this Agreement, the Seller also represents that the Seller has the legal power, right and authority to enter into this Agreement and the documents referenced herein and to consummate the transaction contemplated herein.

(d) Occupants. Other than the Existing Occupant, there are no other parties occupying at the Property, and no third party has any right to use or occupy any portion of the Property. Prior to, or as of, the Close of Escrow the Seller shall cause the Existing Occupant to vacate the Property and remove all of the Existing Occupant's personal property from the Property and repair any damage caused by such Existing Occupant. If the Existing Occupant's personal property has not been removed from the Property as of the Close of Escrow the Seller shall immediately remove such personal property. If any damage to the Property caused by the Existing Occupant has not been repaired by the Close of Escrow, the Seller and the Buyer shall agree upon the nature of the damage and a reasonable amount necessary to repair any such damage and the amount so agreed shall not be released to Seller from Escrow at the Close of Escrow. Buyer shall be entitled to draw on the funds retained in Escrow for the purposes of repairing any damage; provided, however, if the funds in Escrow are insufficient to fully repair such damage, Buyer shall be responsible for any additional costs. If the damage to the Property caused by the Existing Occupant is repaired and funds remain in Escrow thereafter, the remaining funds shall be released to Seller. The Buyer and the Seller shall execute escrow instructions necessary to implement the provisions of this Section 13(d) in the event funds are retained in Escrow after the Close of Escrow to repair damage to the Property.

(e) Warranty. Seller warrants that there are no undisclosed oral or written leases or licenses on all or any portion of the Property.

(f) No Default. Neither the execution of this Agreement nor the consummation of the transaction contemplated herein shall result in a breach of or constitute a default under any agreement, instrument, or other obligation to which the Seller is a party or by which the Seller may be bound.

Section 14. Representations and Warranties of Buyer. The Buyer hereby represents and warrants the matters set forth below to be true to the best of Buyer's knowledge as of the Execution Date and the Effective Date, and the Buyer will deliver to the Seller at close of Escrow an estoppel certificate representing the following:

(a) Authority. The Buyer has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

(b) No Default. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby shall result in a breach of or constitute a default under any agreement, instrument, or other obligation to which the Buyer is a Party or by which the Buyer may be bound.

Section 15. Indemnification.

(a) By Seller. The Seller hereby agrees to defend, indemnify and hold the Buyer harmless from and against any and all claims, liens, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, and all costs incurred in connection therewith (including without limitation actual attorneys' fees and costs of experts and consultants) arising from: (1) any personal injury or property damage relating to the Property which occurred prior to the date of Close of Escrow and not caused by the acts or omissions of the Buyer or the Buyer's agents, employees, or invitees; and (2) the breach of any of the Seller's representations made hereunder. The indemnity contained in this Section shall survive the termination of this Agreement.

(b) By Buyer. The Buyer hereby agrees to defend, indemnify and hold the Seller harmless from and against any and all claims, liens, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, and all costs incurred in connection therewith (including without limitation actual attorneys' fees and costs of experts and consultants) arising from: (1) any personal injury or property damage relating to the Property which occurred after the date of Close of Escrow and not caused by the acts or omissions of the Seller or Seller's agents; and (2) the breach of any of the Buyer's representations made hereunder. The Buyer has the option to defend the Seller against any third party challenge to the validity of this Agreement, including, but not limited to, any claim arising under CEQA or the Applicable Land Use Approvals. If any action is brought to challenge the validity of this Agreement by a third party and the Buyer fails to defend such action, the City shall have no responsibility to defend such action. The indemnity contained in this Section shall survive the termination of this Agreement.

(c) No Limitation. The Parties further agree and understand as follows: a Party does not, and shall not be deemed to, waive any rights against the other Party which it may have by reason of the aforesaid indemnity and hold harmless agreement because of any insurance coverage available; the scope of the aforesaid indemnity and hold harmless agreement is to be construed broadly and liberally to provide the maximum coverage in accordance with their terms; no specific term or word contained in this Section shall be construed as a limitation on the scope of the indemnification and defense rights and obligations of the Parties unless specifically so provided.

Section 16. Casualty or Condemnation. If, prior to Close of Escrow, the Seller becomes aware that all or any material portion of the Property has been destroyed, substantially damaged, or subjected to a threat of condemnation, or has become the subject of any proceedings, judicial, administrative, or otherwise with respect to a taking by eminent domain or condemnation, then the Seller shall promptly give the Buyer notice thereof and grant the Buyer immediate physical access to inspect any damage, subject to the rights of the Existing Occupants and the Buyer, at its sole option, may, within ten (10) days following such notification elect to terminate this Agreement by giving the Seller written notice thereof, in which event the Parties shall be relieved and released of and from any further duties, obligations, rights, or liabilities hereunder and the Deposit shall be released to the Buyer. For the purposes of this Section, the term "material portion" refers to twenty (20%) or more of the usable and buildable square footage of the Property. If the Buyer chooses not to terminate this Agreement and elects to complete the transaction contemplated hereunder, then this Agreement shall remain in full force and effect and the transfer of the Property, less any portion taken by eminent domain or condemnation, shall be consummated as contemplated by this Agreement, with such adjustment in the Purchase Price as shall be mutually agreed upon by the Parties, provided, however, in the event that the Parties cannot mutually agree on the amount of the adjustment in the Purchase Price within sixty (60) days of such damage, then the Seller shall be entitled to terminate this Agreement by giving written notice to the Buyer setting forth that this Agreement is terminated pursuant to this section. In the event this Agreement is terminated pursuant to this Section, then (1) the Seller shall have no obligation to convey any portion of the Property, or any other interest in the Property to the Buyer; (2) the Seller shall have no further obligation or duty under this Agreement (except for any provisions that expressly survive the termination of this Agreement; and (3) the Deposit shall be returned by the Seller to the Buyer. If this Agreement is not terminated pursuant to this Section at the Close of Escrow, the Seller shall transfer to the Buyer all of its right, title, and interest in and to any insurance proceeds, if any, resulting from any casualty or any awards that have been or may thereafter be made for any taking or condemnation.

Section 17. **LIQUIDATED DAMAGES UPON BUYER DEFAULT. IN THE EVENT THAT THE ESCROW AND THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT FAIL TO CLOSE AS A RESULT OF THE DEFAULT OF THE BUYER IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, THE BUYER AND THE SELLER AGREE THAT THE SELLER WILL SUSTAIN DAMAGES, AND THAT THE SELLER'S ACTUAL DAMAGES WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO DETERMINE. THE PARTIES THEREFORE AGREE THAT IN THE EVENT THAT ESCROW AND THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT FAIL TO CLOSE AS A RESULT OF DEFAULT OF THE BUYER, AND THE SELLER IS READY, WILLING AND ABLE TO PERFORM ITS OBLIGATIONS HEREUNDER, THE SELLER, AS THE SELLER'S SOLE AND EXCLUSIVE REMEDY, SHALL BE ENTITLED TO THE DEPOSIT, AND INTEREST EARNED THEREON, AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR ENTERING INTO THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE RESULTING DAMAGES WILL BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ASCERTAIN, AND, THEREFORE, THE PARTIES AGREE AFTER NEGOTIATION BETWEEN THEM THAT RETENTION OF THE DEPOSIT, AND ALL THE INTEREST EARNED THEREON, AS LIQUIDATED DAMAGES WILL BE AN APPROPRIATE FORM OF COMPENSATION TO THE SELLER. BY PLACING THEIR INITIALS IN THE SPACES BELOW, BOTH PARTIES AGREE TO LIQUIDATE DAMAGES AS SET FORTH ABOVE. IN THE EVENT**

ESCROW FAILS TO CLOSE AS A RESULT OF THE BUYER'S DEFAULT AND THE SELLER IS READY, WILLING AND ABLE TO PERFORM ITS OBLIGATIONS HEREUNDER, THEN (A) FOLLOWING THE SELLER'S RECEIPT OF THE DEPOSIT, AND ALL INTEREST EARNED THEREON, THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THE ESCROW CREATED HEREBY SHALL TERMINATE, AND (B) THE ESCROW HOLDER SHALL, AND IS HEREBY AUTHORIZED AND INSTRUCTED TO, RETURN PROMPTLY TO THE PARTIES ALL DOCUMENTS AND INSTRUMENTS TO THE PARTY WHO DEPOSITED THE SAME. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO THE SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THE SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION, AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

SELLER'S INITIALS: **BUYER'S INITIALS:**

________________ ________________

Section 18. Seller Default. In the event that the escrow and the transaction contemplated by this Agreement fail to close as a result of the default of the Seller in the performance of its obligations under this Agreement, and the Buyer is not in default of any obligation under this Agreement, then the Buyer may either: (1) terminate this Agreement; or (2) prosecute an action for specific performance. The Buyer hereby covenants and agrees that in no event shall the Buyer be entitled to claim, or obtain, any monetary damages following the City's default under this Agreement, with the exception of the return of the Deposit to the Buyer. The Buyer hereby further covenants and agrees that the Buyer shall be estopped from asserting any claim for damages, including, but not limited to, actual damages, compensatory damages, consequential damages, damages for restitution, or damages in any other form. The Parties hereby acknowledge and agree that the prohibition on the Buyer's ability to recover, and the City's liability for, monetary damages arising out of a City default under this Agreement have been separately negotiated by the Parties, and that the City would not have agreed to convey the Property to the Buyer without such prohibition. In the event of conflict between the terms of this Section, and any other provision of this Agreement, the terms of this Section shall control.

Section 19. Close of Escrow. Subject to the other provisions of this Agreement, Escrow shall close on a date mutually agreeable to the parties but in no event later than the Outside Date, regardless of whether the Physical Inspection Contingency Period or the Financial Feasibility Contingency Period have expired. Upon Close of Escrow, the Seller shall convey the Property to the Buyer by grant deed in form reasonably acceptable to the Buyer (the "Grant Deed"). The "Closing Date" or "Close of Escrow" hereunder shall be the date that the Grant Deed is recorded with the office of the Recorder of Contra Costa County. The City may determine to submit escrow instructions to Escrow Holder in addition to this Agreement, but which in no event may be inconsistent with this Agreement.

Section 20. Costs of Escrow and Closing. The Buyer shall pay all transfer taxes, and all other title costs and escrow costs (including, but not limited to the Buyer's title insurance policy). All such costs to be paid by the Buyer in this Section shall be in addition to the Purchase Price. The Seller shall not be responsible for any costs necessary for Close of Escrow.

Section 21. Title Insurance. As a condition to the Close of Escrow, the Escrow Holder shall be ready to issue to the Buyer a 2006 ALTA owner's title insurance policy with exceptions 2 (survey matters), 3 (easements), 4 (mechanics liens) and 5 (taxes or special assessments not shown as existing liens) deleted, and including an endorsement to delete the arbitration provision, in an amount no less than the Purchase Price, insuring fee title to the Property vested in Buyer, subject to only those exceptions _________ described in the Title Report.

Section 22. No Changes. Following the Execution Date, the Seller shall maintain the Property until the Closing Date in a condition consistent with its current condition (reasonable wear and tear excepted).

Section 23. Assignments/Possession. The Buyer shall not transfer its rights under this Agreement to any person or entity without the prior written approval or consent of the Seller which may be granted or denied in the City's sole discretion. Notwithstanding the foregoing, the Seller acknowledges the Buyer's right to assign its rights under this Agreement to any single purpose entity with the majority of ownership held by one or both of the Buyer or a trust for which one or both of the Buyer is a trustee, provided the Buyer provides to the Seller a fully executed assignment agreement pursuant to which such single purpose entity assumes all of the Buyers obligations under this Agreement and provided further the Buyer provides to the Seller evidence reasonably satisfactory to the Seller that a majority of ownership in the single purpose entity is held by one of the Buyer or a trust for which one or both of the Buyer is a trustee. Possession of the Property shall be delivered to the Buyer or the approved assignee, as applicable, at the Close of Escrow.

Section 24. Broker's Commission. The Buyer represents to the Seller that it has not engaged or used the services of any person, firm or corporation that may claim a broker's commission or finder's fee upon execution of this Agreement. The Seller represents to the Buyer that it has not engaged or used the services of any person, firm, or corporation that may claim a broker's commission or finder's fee upon execution of this Agreement. The Buyer and the Seller (each, reciprocally, as an "Indemnitor") agree to indemnify and hold the other (as "Indemnitee") harmless from all expense, loss, damage and claims, including the Indemnitee's attorneys' fees, if necessary, arising out the Indemnitor's breach of the foregoing representation.

Section 25. Notices. All notices required or permitted hereunder shall be in writing. Unless otherwise provided herein, any notice, tender or delivery to be given pursuant to this Agreement by either Party may be accomplished by personal delivery, by first class certified mail, return receipt requested, or by delivery via an overnight courier which guarantees next day delivery. Any notice delivered by certified mail, return receipt requested shall be deemed received on the date of delivery reflected on the return receipt.

Any notice delivered by overnight shall be deemed received one (1) business day after deposit thereof with the overnight courier. Notices shall be addressed as set forth below, but each Party may change its address by written notice in accordance with this Section, on not less than ten (10) days prior written notice.

To City:	City of El Cerrito 10890 San Pablo Avenue El Cerrito, CA 94530 Attention: City Manager
with a copy to:	Goldfarb & Lipman LLP 1300 Clay Street, 11th Floor Oakland, CA 94612 Attention: Karen Tiedemann
To Buyer:	Kanti Patel and Mradula Patel 6009 Potrero Avenue El Cerrito, CA 94530
with a copy to:	Cooper, White & Cooper LLP 1333 N. California Blvd., Suite 450 Walnut Creek, CA 94596 Attention: Kristen Thall Peters, Esq.

Section 26. General Provisions.

(a) Interpretation. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. The headings of this Agreement are for convenience only and do not in any way limit or amplify the terms or provisions hereof. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, or neuter, and to the singular or plural, as the identity of the Party or Parties may require.

(b) Invalidity. If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby, and every provision hereof shall be valid and enforceable to the fullest extent permitted by law.

(c) Entire Agreement. The Recitals set forth above, and all exhibits attached hereto, are hereby incorporated into this Agreement by this reference. This Agreement supersedes all prior negotiations and agreements between the Parties, and is intended by the Parties as a final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitute the final and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceedings involving this Agreement. No provision of this Agreement may be amended except by an agreement in writing signed by the Parties.

(d) No Drafting Party. The Parties have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to Civil Code Section 1654 as may be amended from time to time) shall not apply to the interpretation of this Agreement.

(e) Successors. Subject to the requirements of Section 23, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

(f) Time of the Essence. Time is of the essence in this Agreement. If the last day of any period to give or reply to a notice, meet a deadline or undertake any other action occurs on a day that is not a day of the week on which the City is open to the public for carrying on substantially all business functions (a "Business Day"), then the last day for giving or replying to such notice, meeting such deadline or undertaking any such other action shall be the next succeeding Business Day. In no event shall a Saturday or Sunday be considered a Business Day.

(g) Force Majeure. Any deadline herein shall be subject to extensions due to events of Force Majeure. The term "Force Majeure" means a delay in performance caused by: (a) war, terrorist acts, insurrection or riots; (b) earthquakes, fires, floods, other casualties or acts of God; (c) restrictions or delays imposed or mandated by government agencies, or the actions or inactions of government agencies that are outside the control of a Party or the enactment of laws or regulations that prevent or preclude compliance by a Party with its obligations under this Agreement; (d) litigation brought by persons other than a Party or an affiliate of a Party; (e) acts of one Party, or failure of such Party to act when action is required, which to the extent in and of itself prevents or precludes compliance by the other Party with any material provision of this Agreement; or (f) other similar basis for excused performance that is not within the reasonable control of the Party whose performance is sought to be excused. The term "Force Majeure" does not include delays associated with: (i) economic or market conditions; (ii) the unavailability of financing; or (iii) the financial inability or insolvency of a Party.

(h) Cooperation of Parties. The Buyer and the Seller shall, during the Escrow period, execute such further escrow instructions and any and all other documents reasonably necessary or appropriate to close the purchase and sale pursuant to the terms of this Agreement so long as all such documents are consistent with this Agreement. All obligations of the Buyer under this Agreement, or otherwise arising under this Agreement, are joint and several obligations of the individuals constituting the Buyer.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(j) Attorneys' Fees and Costs. In the event any action or proceeding in court or other dispute resolution mechanism permitted under this Agreement is commenced by either Party to interpret or enforce the terms of this Agreement, the prevailing Party therein shall be entitled to recover from the non-prevailing Party all of the prevailing Party's reasonable costs and expenses in connection therewith, including on any appeal and including expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and reasonable attorneys' fees and costs for the services rendered to the prevailing Party in such action or proceeding (which shall include, without limitation, the reasonable costs for services of the City's in-house counsel).

(k) City's Regulatory Authority. The Buyer acknowledges that the City is entering into this Agreement solely in its capacity as the fee owner of the Property. Therefore, the Buyer agrees and acknowledges that nothing in this Agreement (including, but not limited to, the execution of this Agreement, or the execution of the Grant Deed in accordance with this Agreement) shall limit, waive, or otherwise impair the authority and discretion of: (a) the City in connection with the review and approval of any proposed construction plans for the Property (or any change to such plans), or any use, or proposed use, of the Property; (b) any office or department of the City acting in its capacity as a governmental regulatory authority with jurisdiction over the development, use, or operation of the Property; or (c) any approval required by the City. This Section shall survive the termination or expiration of this Agreement, and the recordation of the Grant Deed.

(l) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

SELLER:

CITY OF EL CERRITO, a municipal corporation

By: ______________________________
Scott Hanin, City Manager

BUYER:

KANTI PATEL, an individual and MRADULA PATEL, an individual

By: ______________________________
Kanti Patel

By: ______________________________
Mradula Patel

NOTE: All individuals constituting the Buyer must initial Sections 2; 10; 12; and 17.

NOTE: Seller must initial Section 17.

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Portion of Lot 23, in Block 18, as shown on the Amended Map of Alta Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records, described as follows:

Commencing at the most Easterly corner of that certain Tract of land described as Parcel Two in the Deed to the State of California, by West Richmond Nursery Company, dated November 4, 1940, recorded December 30, 1940, in Book 578 of Official Records, Page 160; thence along the Northeasterly line of said Parcel Two, North 29° 09' 25" West, 31.9 feet to a line parallel with and distant 87.50 feet, Easterly, at right angles, from the center line of the Department of Public Works survey for the State Highway through the City of El Cerrito, Road IV-CC-69-ECR., thence along said parallel line South 0° 20' 25" East, 27.96 feet to a point on the Southerly line of said Parcel Two, said point being 87.50 feet Easterly at right angles, from Engineer's Station 344 + 28.79 on the center line of said survey; thence along the Southerly line of said Parcel Two, North 89° 39' 35" East, 15.4 feet to the point of commencement.

PARCEL FIVE:

Portion of Lots 7 and 23, in Block 18, as shown on the Amended Map of Alta Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records, described as follows:

Commencing at the intersection of the general Easterly line of that certain Parcel of land described in the relinquishment to the City of El Cerrito, recorded January 31, 1957, in Book 2924, Page 126, Official Records of Contra Costa County with the Northerly line of that Parcel of land described in Director's Deed No. 169-DD, recorded November 30, 1960, in Book 3749, Page 66, Official Records of said County; thence along said Easterly line North 0° 47' 01" East, 254.49 feet to the general Southerly line of that Parcel of land described in Director's Deed No. 170-DD-1, recorded May 4, 1961, in Book 3860, Page 399, Official Records of said County; thence along said Southerly line South 89° 23' 02" East, 18.08 feet and North 61° 59' 39" East, 24.16 feet to the Easterly line of said Parcel No. 348 (448 OR 345); thence along last said line and along the Easterly line of said Parcels (578 OR 160 Parcel 2) and (487 OR 150) South 0° 36' 58" West, 268.43 feet to said Northerly line of said Parcel (3749 OR 66); thence along last said line North 86° 00' 02" West, 40.10 feet to the point of commencement.

APN: 513-372-032

EXHIBIT B

COPY OF TITLE REPORT

The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Policy -1990; AND ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

El Cerrito Municipal Services Corporation, a California nonprofit public benefit corporation

The land referred to in this Report is situated in the County of Contra Costa, City of El Cerrito, State of California, and is described as follows:

City of El Cerrito

PARCEL ONE:

Lot 9, in Block 18, as shown on the Amended Map of Alto Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records.

PARCEL TWO:

Portion of Lot 23, in Block 18, as shown on the Amended Map of Alta Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records, described as follows:

Beginning on the East line of said Lot 23, distant thereon North 216.98 feet from the Southeast corner thereof, said point of beginning being at the Northeast corner of the Parcel of land described in the Deed from E. T. Grove, et ux, to Sam Sweetanos, et ux, dated September 8, 1937, recorded September 14, 1937, in Book 439 of Official Records, Page 493; thence from said point of beginning North along the East line of said Lot 23, 114.35 feet to the most Southerly corner of Lot 9 in said Block 18; thence South 60° 59' West along the extension Southwesterly of the Southeast line of said Lot 9, 30.13 feet to the West line of the Parcel of land described in the Deed from Earl Lee Kelly as Director of Public Works of the State of California, to Samuel Sweetanos, et ux, dated December 15, 1938, recorded January 7, 1939, in Book 487 of Official Records, Page 269; thence South 0° 12' East along said line to a point which bears North 87° 06' West, 26.11 feet from the point of beginning; thence South 87° 06' East, 26.11 feet to the point of beginning.

PARCEL THREE:

Portion of Lot 23, in Block 18, as shown on the Amended Map of Alta Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records, described as follows:

Beginning at the most Southerly corner of said Lot 9; thence from said point of beginning North along the West line of said Lot 56.38 feet; thence North 29° 01' West continuing along said West line and the West line of Lot 8, 20.09 feet to the North line of the Parcel of land described in the Deed from State of California to Samuel Sweetanos, et ux, dated December 15, 1938, recorded January 7, 1939, in Book 487 of Official Records, Page 269; thence South 89° 50' West along said line 16.83 feet to the West line thereof; thence

South 0° 10' East along said line 88.50 feet to the extension Southwesterly of the South line of said Lot 9; thence North 60° 59' East along said South line and the extension thereof 30.13 feet to the point of beginning.

PARCEL FOUR:

Portion of Lot 23, in Block 18, as shown on the Amended Map of Alta Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records, described as follows:

Commencing at the most Easterly corner of that certain Tract of land described as Parcel Two in the Deed to the State of California, by West Richmond Nursery Company, dated November 4, 1940, recorded December 30, 1940, in Book 578 of Official Records, Page 160; thence along the Northeasterly line of said Parcel Two, North 29° 09' 25" West, 31.9 feet to a line parallel with and distant 87.50 feet, Easterly, at right angles, from the center line of the Department of Public Works survey for the State Highway through the City of El Cerrito, Road IV-CC-69-ECR., thence along said parallel line South 0° 20' 25" East, 27.96 feet to a point on the Southerly line of said Parcel Two, said point being 87.50 feet Easterly at right angles, from Engineer's Station 344 + 28.79 on the center line of said survey; thence along the Southerly line of said Parcel Two, North 89° 39' 35" East, 15.4 feet to the point of commencement.

PARCEL FIVE:

Portion of Lots 7 and 23, in Block 18, as shown on the Amended Map of Alta Punta, filed April 22, 1905, in Book D of Maps, Page 90, Contra Costa County Records, described as follows:

Commencing at the intersection of the general Easterly line of that certain Parcel of land described in the relinquishment to the City of El Cerrito, recorded January 31, 1957, in Book 2924, Page 126, Official Records of Contra Costa County with the Northerly line of that Parcel of land described in Director's Deed No. 169-DD, recorded November 30, 1960, in Book 3749, Page 66, Official Records of said County; thence along said Easterly line North 0° 47' 01" East, 254.49 feet to the general Southerly line of that Parcel of land described in Director's Deed No. 170-DD-1, recorded May 4, 1961, in Book 3860, Page 399, Official Records of said County; thence along said Southerly line South 89° 23' 02" East, 18.08 feet and North 61° 59' 39" East, 24.16 feet to the Easterly line of said Parcel No. 348 (448 OR 345); thence along last said line and along the Easterly line of said Parcels (578 OR 160 Parcel 2) and (487 OR 150) South 0° 36' 58" West, 268.43 feet to said Northerly line of said Parcel (3749 OR 66); thence along last said line North 86° 00' 02" West, 40.10 feet to the point of commencement.

APN: 513-372-032

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2016 - 2017, as follows:

Assessor's Parcel No	:	513-372-032	
Bill No.	:	333484	
Code No.	:	03-001	
1st Installment	:	$5,467.54	NOT Marked Paid
2nd Installment	:	$5,467.54	NOT Marked Paid
Land Value	:	$824,427.00	

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

3. Redevelopment Plan, as follows:

Entitled	:	El Cerrito Redevelopment Project Area
Executed By	:	The City Council of El Cerrito
Dated	:	November 27, 1977
Recorded	:	November 29, 1977 in Book 8608 of Official Records, Page 750 under Recorder's Serial Number 169243

4. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount	:	$165,000.00
Trustor/Borrower	:	John Silver, a single man
Trustee	:	Founders Title Company, a California corporation
Beneficiary/Lender	:	Thelma Young Flahive, an unmarried woman
Dated	:	March 25, 1980
Recorded	:	April 1, 1980 in Book 9796 of Official Records, Page 149 under Recorder's Serial Number 8041361
Returned to	:	6720 Hagen Blvd., El Cerrito, Ca. 94530

Notice of Default under the terms of said Deed of Trust,

Executed By	:	Thelma Young Flahive
Dated	:	May 1, 1986
Recorded	:	in Book 12877 of Official Records, Page 402 under Recorder's Serial Number 8671241
Returned to Address	:	6318 Fairmount Avenue, El Cerrito, CA 94530

5. Terms and provisions as contained in an instrument,

Entitled	:	Grant Deed
Recorded	:	January 20, 2012 in Official Records under Recorder's Serial Number 2012-0014462

6. Deed of Trust to secure the performance of an obligation and any other terms,

Trustor	:	El Cerrito Municipal Services Corporation, a California nonprofit public benefit corporation
Trustee	:	Old Republic Title Company
Beneficiary	:	El Cerrito Redevelopment Agency, a public body corporate and politic
Recorded	:	January 20, 2012 in Official Records under Recorder's Serial Number 2012-0014463-00

Affects this and other property.

7. The Secretary of State of California reports that El Cerrito Municipal Services Corporation, a California nonprofit public benefit corporation is currently active.

8. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

9. The requirement that this Company be provided with an opportunity to inspect the land (the Company reserves the right to make additional exceptions and/or requirements upon completion of its inspection).

10. The requirement that this Company be provided with a suitable Owner's Declaration (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.

11. Note: It appears that Old Republic National Title Insurance may be asked to insure against the rights of Mechanics Lien claimants. The Company may require the following:

A. Signed indemnities by all parties.
B. A copy of the construction cost breakdown.
C. Appropriate financial statements from all Indemnitors.

12. Any unrecorded and subsisting leases.

------------------- Informational Notes -------------------

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 and 2.1.

B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land vacant land known as 10890 San Pablo Avenue, El Cerrito, CA 94530.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

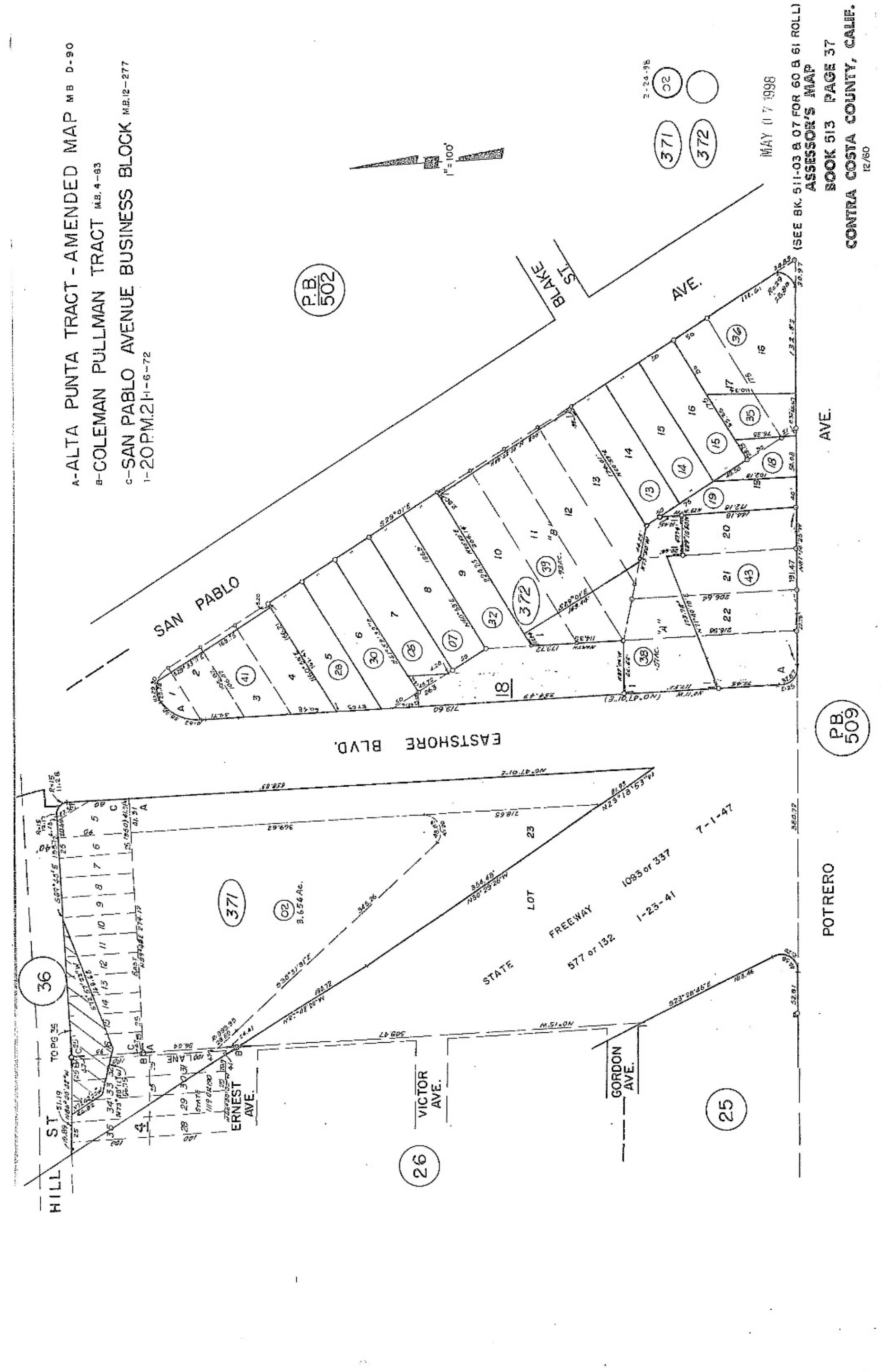
NONE

C. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument Entitled	:	Grant Deed
By/From	:	El Cerrito Redevelopment Agency, a public body, corporate and politic of the State of California
To	:	El Cerrito Municipal Services Corporation, a California nonprofit public benefit corporation
Recorded	:	January 20, 2012 in Official Records under Recorder's Serial Number 2012-0014462-00

D. All transactions that close on or after March 1, 2015 will include a $20.00 minimum recording service fee, plus actual charges required by the County Recorder.

O.N.
MMV/tp


A-ALTA PUNTA TRACT - AMENDED MAP M.B. D-90
B-COLEMAN PULLMAN TRACT M.B. 4-83
C-SAN PABLO AVENUE BUSINESS BLOCK M.B. 12-277
1-20 P.M. 21 1-6-72
(SEE BK. 511-03 & 07 FOR 60 & 61 ROLL)
ASSESSOR'S MAP
BOOK 513 PAGE 37
CONTRA COSTA COUNTY, CALIF.
SAN PABLO AVE.
BLAKE ST.
EASTSHORE BLVD.
POTRERO AVE.
HILL ST.
ERNEST AVE.
VICTOR AVE.
GORDON AVE.
STATE FREEWAY LOT

AGENDA BILL

Agenda Item No. 6(B)

THE CITY OF
EL CERRITO

Date: April 17, 2018

To: El Cerrito City Council

From: Shannon Collins, Accounting Supervisor
Mark Rasiah, Finance Director
Margaret Kavanaugh-Lynch, Development Services Manager
Melanie Mintz, Community Development Director
Chris Jones, Recreation Director

Subject: Master Fee Schedule Revision for Fiscal Year 2018-19

ACTION REQUESTED

Conduct a public hearing and upon conclusion, adopt a resolution approving the Fiscal Year 2018-19 Master Fee Schedule.

BACKGROUND

The Master Fee Schedule, which includes all the City's user fees, charges for services, and business license tax rates, is revised annually, as required by El Cerrito Municipal Code §4.01.010:

> *Prior to July 1st of each year, the council shall consider and adopt the schedule of all general and special fees and charges to be known as the master fee schedule. The master fee schedule shall list all fees and charges by department and is on file in the office of the city clerk.*

Adjustments to fees and charges for service are intended to cover changes in the City's cost of providing programs and services. Each year, changes in costs are analyzed and adjustments are proposed. In some cases, a proposed fee may not fully cover the cost of the program or service, such as if raising it to do so would result in a drop-in revenue, due to other cities and organizations offering comparable programs with lower fees, or if the increase would be inconsistent with the legal restriction on regulatory fees.

Over the last few years, fees and charges for services have generally been increased between 3% and 5% each year. Commonly used consumer price indices have increased by approximately 3% in recent years, while the City's costs have increased at a slightly higher rate. For FY 2018-19, fees were generally increased by 3.5%, largely related to salary and benefit increases, with some exceptions discussed in more detail below.

ANALYSIS

General Adjustments

The proposed FY 2018-19 Master Fee Schedule reflects a recommended 3.5% increase for most fees, representing a reasonable estimate of the City's increased costs of providing services. This adjustment reflects increases in both personnel and non-personnel related costs.

Some proposed fees have been adjusted by amounts other than the 3.5% general adjustment or held constant with the FY 2017-18 levels. The primary factors in these varying adjustments are market conditions that call for competitive pricing, changes in staffing, re-evaluation of cost of a service, or have other issues that will be discussed further in this report. In the attached Draft FY 2018-19 Master Fee Schedule, the cost adjustment column reflects the percentage applied to the particular fee, including where the adjustment varies from 3.5%. Cost adjustments are applied to the fees before rounding.

Building Construction and Inspection Fees

At the March 6, 2018 Council Meeting, City Council approved updated fees for services provided by the Planning and Building Divisions of the Community Development Department. Those updated fees go into effect May 7, 2018. Other than as discussed below, those fees are not proposed by be changed as part of the proposed action. The effective date of the fees is shown on the proposed Master Fee Schedule, indicating that they will not be adjusted by the adoption of the attached resolution.

On March 6, the City Council also directed staff to evaluate possible reductions in Community Development fees that are aligned with City policies (e.g. Climate Action Plan, General Plan, etc.) to see if subsidy of these fees could incentivize desired outcomes. Two types of fees were identified that could provide this effect. A discussion of each of these types of fees is summarized below.

Climate Action Plan

For fees related to the Climate Action Plan, City staff took input from the Environmental Quality Committee on which fees should be evaluated for subsidy and the desired outcomes of the incentives. After review and discussion with the City's Community Development and Public Works Departments, it was determined that increasing the number of electric vehicle (EV) charging stations that are publicly available is critical in supporting alternative fuel vehicles in El Cerrito and in implementing the City's Climate Action Plan.

As a result, a fee structure is being proposed to subsidize the cost for commercial properties looking to install more than 2 stations that will be made available to the public by 25% (or at 75% of full cost recovery). The current fee for the building permit for one Commercial Electric Vehicle Charging Station is $539.00. Although there were no applications of this type in the last fiscal year, staff remains hopeful that this incentive will create more of these stations in the future. Without data from the last fiscal year, it is not possible for staff to provide an estimate of impact to the General Fund, but it is anticipated to be less than $1,000 per fiscal year. If the City Council chooses to implement the proposed subsidy, Table 1 illustrates how this action would be included in the Master Fee Schedule.

Table 1: Proposed Amendment to Master Fee Schedule- Commercial Electronic Vehicle Charging Station

Type of Permit	Unit	Comment	Intake and Plan Check	Issuance and Inspection	Total Fee
Multiple Commercial EV Charging Stations available for public use. (25% discount)	Each; when 2 or more on the same property or complex.	Each charging station when 2 or more are installed on the same property or parking complex and made available to the general public.	$159.15	$244.85	$404.00

General Plan

For fees related to the Housing Element of the General Plan, the subsidization of fees for Accessory Dwelling Units (ADUs) was identified as an opportunity for facilitating these new dwelling units throughout the City.

Policy H2.4 calls for the City to *“Encourage and facilitate the construction of second/accessory dwelling units, pursuant to the City’s Second Unit regulations*.” These dwelling units are typically being constructed by folks through personal financing, e.g. home equity loans or other personal banking options. Any reduction in the cost of creating ADUs could be useful for making the project feasible to the homeowner and therefore may increase the overall supply. Staff is recommending subsidies for these projects at both the Planning and Building fee stages of 75% of full cost recovery.

Policy H3.5 calls for the City to "*Encourage the development of housing accessible to people with disabilities, including developmental disabilities, and strive to match housing needs established by local and regional entities for persons with developmental disabilities*." To further this goal, staff believes that an additional subsidy of 5% should be added to the building permit costs for ADUs that implement universal design. It is hoped that this incentive will not only make the ADUs more feasible to build, it will encourage people to be mindful of ways to include universal design options into these units, when they might not have been aware of this design goal before they undertook the project.

In the last year, the Community Development Department staff issued two building permits and 13 planning permits for ADUs. (*Staff notes that Planning approved 13 ADU permits in FY16-17. Staff believes at least half that number will be moving on into the building permit stage as either a conversion or an addition. Therefore, the building permit estimates were increased by three to show that recommendation, for the purpose of providing a reasonable estimate.)

Table 2: Estimated Annual Subsidy – Accessory Dwelling Units

Type of Permit	**Fiscal Year 16-17**	**100% Cost Recovery**	**75% Cost Recovery**	**70% Cost Recovery**
Planning Permit	13	$603.00 each x13 $7,839	$452.00 each x13 $5,876 Difference: **$1,963** per fiscal year	N/A
Building Permit ADU- Addition per 300 square feet	2*	$1,358.00 each x 5 $6,790.00	$1,018.00 each x 5 $5,090 Difference: $**1,700** per fiscal year	$951.00 x 5 $4,755 Difference: $**2,035** per fiscal year
Building Permit ADU- Conversion per 300 sq. ft.t	2*	$1,024.00each x 5 $5,120	$768.00 each x 5 $3,840 Difference: **$1,280** per fiscal year	$717.00 x 5 $3,585 Difference: **$1,535** per fiscal year

If the City Council chooses to implement the proposed subsidies, Table 3 illustrates how this action would be included in the Master Fee Schedule. Staff recommends revisiting all these fees on a periodic basis to verify that the approaches proposed are successful in their goals.

Table 3: Proposed Amendment to Master Fee Schedule - Accessory Dwelling Units

Type of Permit	Unit	Comment	Intake and Plan Check	Issuance and Inspection	Total Fee
(Planning Permit) Accessory Dwelling Unit	Each		N/A	N/A	$452.00
(Building Permit) Accessory Dwelling Unit - Addition per 300 sq.ft.	each 300 square feet or fraction thereof	includes kitchen and bath	$401.03	$616.97	$1,018.00
(Building Permit) Accessory Dwelling Unit - Conversion per 300 sq.ft.	each 300 square feet or fraction thereof	includes kitchen and bath	$302.55	$465.45	$768.00
(Building Permit) Accessory Dwelling Unit - Addition per 300 sq.ft. when Universal Design is incorporated throughout	each 300 square feet or fraction thereof	includes kitchen and bath	$374.64	$576.36	$951.00

(Building Permit) Accessory Dwelling Unit - Conversion per 300 sq.ft. when Universal Design is incorporated throughout	each 300 square feet or fraction thereof	includes kitchen and bath	$282.45	$434.55	$717.00

Police Fees
Fees for the Police Department were increased by the 3.5% CPI rate, with the exception of those specified to be free, charged at actual cost or frozen in accordance with market rate or applicable law. The fees frozen are the permits for “Concealed Weapons”, “Alarm Permits (Residential/Commercial/Renewal)”, the “Block Party Permit” and the “Curfew Violation Fees”.

Public Works Fees
On page 15(c). a new fee is being proposed for Concrete Removal for Free Well (per s.f. after the first 16.s.f. removal) at $11. On page 17-5. Recycling + Environmental Services (g) and (h), two new fees are being proposed for “Recycling Cart Replacement due to customer damage” is being proposed for $72; and for “Waste Enclosure Padlock Replacement due to customer loss” at $14. In the same area, the “*Carpet Recycling and Paint Collection*” and “*Disposal fees*” have been eliminated because they are no longer offered; and under (p) “Misc. Product Fee”, the language has been changed to states “No cost for residents in RecycleMore service area. Proof of residency required”.

Recreation Fees
Every year, staff analyzes the usage of various programs and adjusts fees in accordance with market and cost changes as well as the needs of the community. This year’s proposed fees reflect a 3.5% increase generally. Exceptions include market-driven fees for programs and rentals, as well as accounting for adjustments to the amount of time that programs take place.

The following are the changes proposed for the Recreation Department:

Page 8 Changes:

1. Community Center, "Minimum Rental (Fri-Sun)", there is a language change to eliminate "*Private: 3 Hours Friday/Sunday and Saturday*", and replaces it with "Minimum Rental (Fri-Sun) 5 Hours". For the Main Hall, additional language is added to read "Resident/Non-El Cerrito Related Non-Profit (includes Skylight Room, Kitchen and Courtyard)". For the Non-Resident/Commercial section, "Skylight Room" has been added. The percentage of cost adjustments to the fees for Resident/Non-El Cerrito Related Non-Profit, Non-Resident/Commercial and Decoration/Cleanup have been decreased to reflect market rates for comparable City facilities in the East Bay. There is a new fee for Weekday Co-Sponsored Group Room Rental under Skylight, Gard and Tot Rooms, and a new fee for Kitchen Use under Craft Room/Courtyard.
2. "*Senior Center*" has been removed from the Mid-Town Recreation Center and language has been added to the Resident section to read "Resident-Non-El Cerrito Related Non-Profit". "*City Co-Sponsored Group*" has been eliminated.
3. Clubhouses, the fee for the two deposits has been combined into one fee, regardless of alcohol use.
4. Facility Rental Related Fees & Discounts, the *City Co-Sponsored Discount fee* language for the main hall, clubhouse, rooms and picnic sites has been simplified to read "City Co-Sponsored Rental Fee Discount". The City rate and the Non-Profit Rental Rate have been changed due to lowering of standard hourly rate.
5. Recreation Field/Venue Rentals and Fees, 1. Tennis, the word *"Court"* has been eliminated and the percentages are above the 3.5% CPI rate in order to eliminate the permit system. The "*ECHS surcharge"* has also been eliminated because ECHS is no longer reserving the courts. The "*Transfer/Cancellation Fee*" has been changed to per hour, rather than per date, and there is a new "Private Instructor Processing Fee per year".

Page 9-10 Changes:

1. Play Fields, the words "*Youth Group*" and "*Adult Group*" fees have been combined and the wording has been replaced by the words "Resident" and "Non-Resident". Percentage decreases were made to the "*Cerrito Vista Hardball Field*" fees to reflect market rates; and the "*El Cerrito Soccer Assn Rental Fee*" was eliminated.
2. Tennis Program Fees, the fees were streamlined to eliminate the permits and increase the rental fees.
3. Swim Center Programs and Fees, section 1. Adult Swim Fees, all fees under the "*Lap Swim/Recreation/Family Swim*" and "*Master Swim Team Drop*" In rates were frozen to reflect market rates. The Masters Three Month Discount percentage was increased to encourage purchasing more monthly passes upfront. There were two new "Masters Workout Passes"

("10-Workout Pass-Resident and Non-Resident"), and the "*Masters 6 Workout Passes*" were eliminated and replaced with "10 Workout Passes".

4. The words "*Youth and Child*"; and "*Family*" were eliminated, replacing the language with "Recreation/Parent & Child Swim/Splash Park/Tot Splash". All "*Drop-In*" fees were frozen to reflect market rates. Under the "*Monthly*" fees for "*Individual Passes*", all fees were frozen to reflect market rates. Under the "*Splash Park Only Ten Swim Pass*", the fees were frozen to reflect market rates.
5. Water Aerobics Deep/Shallow, the "*Drop-In*" rate was frozen to reflect market rates. The "*Eight Punch Passes*" were eliminated and replaced with "Ten" and "Fifteen Punch Passes".
6. Swim Lesson, there are 3 new fees for "Semi-Private Resident/Non-Resident" and "Transfer/Cancellation Fees".
7. Swimming Clubs, Teams & Meets, an additional 5 minutes was added to the "*Pre-Swim Team*" rate, (it changed from 45 to 50 minutes). The additional household member discount rate changed to a percentage rather than a flat rate of 20%.
8. Swim Center Rentals, the "*2-Lane*" language was eliminated under the "Lane Rental Fee" and the percentage was decreased by -48.4% due to the switching from 2 lanes to 1 lane. There were 20 new fees introduced. They begin from the "Swim Center Rental Deposit (refundable) fee" to the "Swim Center Picnic Area rental during Recreation Swim (Swim Camp Lawn Area) Non-Resident (11-15 people)". The word "*Extra*" was also eliminated from the "Lifeguard" fee and the percentage increased by 13.64% due to rising employee costs.

Page 10 Changes:

Youth Programs, the language for 1. changed to "Day & Resident Camps". The word "*Traditional*" was removed from the "City Run Camp fees" and the fees were increased to accommodate daily fees through potential camps with high expenses (i.e. field trips). The "*Daily*" and "*Third-Party*" rates for "*Day Camps*" were eliminated and incorporated into other fees. "2-weeks" was added to the title for the "Counselor in Training Camp for Residents and Non-Resident", and the "Basis" was changed from "*per week*" to "per session". The percentages were increased for these fees because of the change from "*one week*" to "two weeks".

2. Before/After School Childcare, all fees went before and were approved by the City Council on March 6, 2018, with the exception of the "Preschools – Over 8 hours (full day)", which is a new discounted fee of 10%.

Page 11 Changes:

Senior Center Adult Programs and Services, the words "*Senior Center*" have been eliminated, along with the fee for "*Senior Center Trips and Excursions*". The word "*Senior*" was eliminated in the fee for "Local Weekly Shopping Trips", each way and the fee were frozen to reflect market rates. The “Easy Ride Paratransit” rate was also frozen as agreed upon by WCCTAC. The “Drop-In Activities Fee” is a new fee at $2.00 per class.

Other Fees, Discounts & Refunds, the “*Card Reprint Fee*” was eliminated, along with the “*East Bay Sanitary Trash Bags*”, which we no longer sell. There are two new fees; the “Misc Products Fee” which would be charged at Cost + 5-20%; and the “Signage/Banner on Recreational Facilities (per policy) fee” at a charge of $0-$50.

At its March 6, 2018, meeting, the City Council approved changes to some Recreation Department fees. Those fees are not proposed to be adjusted as part of this action.

Business License Tax

For the City’s Business License Tax rates, increases are prescribed per El Cerrito Municipal Code Section 4.32.381, as follows:

> *All business license taxes or fees payable under this chapter for ensuing years after 1988-89, beginning with the fiscal year which starts July 1, 1989, with the exception of rates in Sections 4.32.370 and 4.32.380 (gross receipts taxes), shall be adjusted upward or downward based on the % change from the February 1988 figure of 117.0 in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland Bay Area as published by the (ABAG.org) U.S. Department of Labor for the month of April prior to the fiscal year in which the rate adjustment is applicable. The license administrator shall compute such changes each year and submit them to the city council, which may incorporate same into the master fee schedule.*

The CPI change for this year is based on the change from 264.600 (April 2016) to 274.600 (April 2017) which yields a 3.5% adjustment for the year.

STRATEGIC PLAN

The Master Fee Schedule is the basis for all City-wide fees and charges. Approving the attached resolution will allow the City to ensure that City-wide revenue meets the cost of providing City-wide services.

FINANCIAL CONSIDERATIONS

The revenue generated by fees, charges for service, and business license taxes that will appear in the City’s FY 2018-19 proposed budget will be based on the Master Fee Schedule approved by the City Council.

LEGAL CONSIDERATIONS

With the exception of development fees, all fees listed in the Master Fee Schedule will become effective July 1, 2018, on the first day of the fiscal year. Development fees will become effective 60 days after City Council approval.

As required by California Government Code §66018(a), the City is required to conduct a public hearing prior to adopting planning, building, and some other new fees or fee increases, as follows:

> *66018(a) Prior to adopting an ordinance, resolution, or other legislative enactment adopting a new fee or approving an increase in an existing fee to which this section applies, a local agency shall hold a public hearing, at which oral or written presentations can be made, as part of a regularly scheduled meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, shall be published in accordance with Section 6062a.*

This public hearing satisfies the Government Code requirement and notification of the hearing was made in accordance with the code section.

Reviewed by:

Scott Hanin
City Manager

Attachments:
1. Resolution
2. Exhibit A Proposed FY 2018-19 Master Fee Schedule

Agenda Item No. 6(B)
Attachment 1

RESOLUTION NO. 2018–XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO ADOPTING REVISIONS TO THE MASTER FEE SCHEDULE FOR FISCAL YEAR 2018-19

WHEREAS, El Cerrito Municipal Code Section 4.01.010 requires that prior to July 1st of each year, the City Council shall consider and adopt the schedule of all general and special fees and charges to be known as the Master Fee Schedule; and

WHEREAS, the City Council desires to update currently established fees to cover inflation and City costs, which form the basis for the majority of the changes, as well as to establish new fees in keeping with City Council policy direction; and

WHEREAS, utilizing a rounding factor provides ease to our customers and our staff in the payment of these fees; and

WHEREAS, the City's Municipal Code requires that Business License Taxes be revised based on the percent change from the February 1988 figure of 117.0 in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland Bay Area as published by the Department of Labor for the month of February prior to the fiscal year in which the rate adjustment is applicable; and

WHEREAS, market-driven fees and service charges are adjusted based on factors to keep those fees and charges comparable to those charged by entities providing similar services; and

WHEREAS, on March 6, 2018, after a duly noticed public hearing, the City Council approved changes to fees charged by the Planning and Building Divisions of the Community Development Department and to some fees charged by the Recreation Department. The effective date of the Planning and Building services fees is May 7, 2018, as indicated in the proposed Master Fee Schedule (Exhibit A). The Planning, Building, and Recreation fees approved at the March 6, 2018, City Council meeting are not being changed by this Resolution; and

WHEREAS, a public hearing has been noticed and held in accordance with Government Code Sections 6062a, 66016, 66017 and 66018.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito hereby adopts the fees and services charges in the Proposed Master Fee Schedule for the City of El Cerrito (as shown in Exhibit A), which is hereby attached and by this reference made a part hereof, for FY 2018-19.

BE IT FURTHER RESOLVED that the City Council of the City of El Cerrito hereby confirms the adjustments to the Business License Tax rates, also as appearing in the Master Fee Schedule.

BE IT FURTHER RESOLVED that the fees, charges, and taxes in the Proposed Master Fee Schedule will become effective on July 1, 2018, except development fees, which will become effective 60 days after adoption of this resolution.

I CERTIFY that at the regular meeting on April 17, 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 April ___, 2018.

Cheryl Morse, City Clerk

APPROVED:

Gabriel Quinto, Mayor

Agenda Item No. 6(B)
Resolution No. 2018-XX
Exhibit A

THE CITY OF EL CERRITO

Master Fee Schedule FY 2018-19

I. Miscellaneous

	Item/Description	Basis	Cost Adjustment	Proposed FY 2018-19
Printing, Reproduction, Documents				
1.	**Photocopies**			
	Photocopies (8 1/2" x 14" or smaller)	per page	3.5%	$0.10
	Photocopies (larger than 8 1/2" x 14")	per page	3.5%	$0.21
	Photocopies, includng mail & administrative costs			actual cost
	Application forms, information sheets	each		free
2.	**Public Meeting Materials**			
	City Council Agenda Packet & Minutes—**Full** (resident)	per year		$1,005.98
	City Council Agenda only (resident)	Miscellaneous Building Permits		$1,184.24
	City Council Agenda & Minutes only (resident)	per year	3.5%	$102.75
	City Council Agenda & Minutes only (non-resident)	FY 18-19 90% Fee Tables	3.5%	$119.88
		Building Valuation Table Data	3.5%	$51.38
	Other Boards, Commission, and Committees Agenda/Minutes (non-resident)	per year	3.5%	$51.38
	Other Boards, Commission, and Committees Agenda only (resident)	per year	3.5%	$22.01
	Other Boards, Commission, and Committees Agenda only (non-resident)	per year	3.5%	$25.69
	Planning Commission or Design Review Board Agendas—Resident	per packet	3.5%	$22.01
	Planning Commission or Design Review Board Agendas—Non-Resident	per packet	3.5%	$25.69
3.	**Publications**			
	Mailing may be arranged on a prepaid basis. Postage charges will be added. Items sent via fax will generally be limited to five pages.			
	Budget, Final or Proposed	each	3.5%	$133.33
	Business License Listing	each + photocopy charge above	3.5%	$35.47
	Comprehensive Annual Financial Reports (CAFRs)	each	3.5%	$116.20
	Economic Development Strategy & Action Plan	each	3.5%	$3.66
	Fire Investigative Reports	per page	3.5%	$0.17
	General Plan Environmental Impact Report (EIR), 1999	each	3.5%	$23.23
	General Plan, 1999	each	3.5%	$47.70
	Master Fee Schedule	each	3.5%	$8.56
	Parking Guidelines	each	3.5%	$3.66
	Redevelopment Plan	each	3.5%	$8.56
	Redevelopment Plan Environmental Impact Report (EIR)	each	3.5%	$19.57
	Redevelopment Implementation Plan	each	3.5%	$4.89
	Report on the Redevelopment Plan	each	3.5%	$8.56
	Subdivision Ordinance	each	3.5%	$3.66
	Zoning Map	each	3.5%	$4.89
	Zoning Ordinance	each	3.5%	$47.70
	Miscellaneous Bound Reports	per page	3.5%	$0.45
4.	**Maps**			
	City Maps (First sheet includes search and restock cost per original searched.)	each	3.5%	$2.45
	Special Studies Maps, 11" x 17"	each	3.5%	$4.89
	Special Studies Maps, 36" x 54"	each	3.5%	$35.47
5.	**Subpoena Duces Tecum**			
	per CA Evidence Code §1563	Code		varies
6.	**Electronic Media**			
	Electronic Media—CD-ROM Copy	per CD	3.5%	$8.56
	Electronic Media—DVD of Council Meeting	per DVD	3.5%	$15.91
7.	**Microfilm/Microfiche**			
	Fee per sheet or total hourly cost, whichever is greater. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	per sheet	3.5%	$3.66

I. Miscellaneous

	Item/Description	Basis	Cost Adjustment	Proposed FY 2018-19
Miscellaneous Services and Charges				
1.	**Notary, Certification, Legal and Special Services**			
	Notary Services for Non-City employees (Set by Calif. Secretary of State)	per notarization		$10.00
	Notary Services for City employees	per notarization		free
	City Clerk Document Certification	each	3.5%	$6.12
	Legal Fees—Recovery of legal costs in lawsuits and other instances when the City could be entitled to reimbursement of legal costs.	labor and overhead		actual cost
	Special City services—For special services provided by City staff where special interest are served (other than the general public). Overhead charges for City-sponsored public events may vary from this policy.	pro-rated salary, 15-min increment	3.5%	$3.66
2.	**Finance Charges**			
	Finance Charge on fees remaining unpaid for a period exceeding 30 days (unless the ordinance establishing the fee provides for a penalty in a different amount)	unpaid balance		1.5% per month
	Returned Check Fee	per check		25.00
	Duplicate Business License Certificate	per copy	3.5%	7.35
3.	**Business License Related Fees**			
	Business Enrollment	per license	3.5%	$74.61
	Business License Renewal	per license	3.5%	$24.47
	Accessibility Compliance and Education Fee (State mandated SB 1186)	per license		$1
4.	**Parking Permits**			
	1 to 3 year cycles	per year	3.5%	$7.35
	14-day Temporary Parking Permit	each	3.5%	$7.35
5.	**Use of Council Chambers (Government Agencies Only)**			$40
6.	**Tobacco Retailer License Program Fees**			
	Tobacco retailer license (initial license)	Per location		$439.00
	Fee Reduction Incentive of **50%** (for full compliance at time of first license renewal in July 2016)	Per location		$219.50
	Tobacco retailer license renewal	Per location		$439.00
	Re-inspection fee (for non-compliant businesses)	Hourly		Based on actual costs

II. Police

Item/Description		Basis	Cost Adjustment	Proposed FY 2018-19	Notes
1.	**Services & Fees**				
	Fingerprinting, Solicitor or other (plus Department of Justice Fees*)	per set	3.5%	$49	
	Citation Sign-offs—Resident	per citation		free	
	Citation Sign-offs—Non-Resident	per citation	3.5%	$25	
	VIN Verification	per verification	3.5%	$49	
	Alcohol Beverage Control One Day License	per letter	3.5%	$49	
	False Alarm Response (1st incident)	each		free	
	False Alarm Response (2nd through 5th incident)	each	3.5%	$90	
	False Alarm Response (6th and subsequent incidents)	each	3.5%	$194	
	Non-permitted Alarms	each	3.5%	$122	
	Vehicle Removal/Vehicle Release Fee [Towed vehicles abandoned or stored on a public street and vehicles towed pursuant to 14602.6; 14607.6; 22651(b),(d), (e), or (h) through (r); 22651.3, 22651.5, 22651.5 (a); 22652.5;22658; 22660; or 22669 of the California Vehicle Code]	per release	3.5%	$153	
	DUI Cost Recovery Fee* ($1,000 maximum)	per 30 min increments		actual cost to max	
	Fire Arm Storage Fee	initial	3.5%	$25	
		per day	3.5%	$1	
	Weapons Seizure, Storage & Return	each	3.5%	$196	
	Clearance Letter	Miscellaneous Building Permits	3.5%	$134	
2.	**Reports, Photocopies & Records**	FY 18-19 90% Fee Tables			
		Building Valuation Table Data	3.5%	$25	
	Police Photographs, audio tapes & videotapes & CDs	actual cost		actual cost	
		plus fee	3.5%	$31	
3.	**Permits**				
	Concealed Weapons Permit (plus Department of Justice Fees*)	each		$100	no price increase/market rate
	Peddler/Solicitor Permit	each	3.5%	$394	
	Permit to Sell Firearms—Initial Permit	each	3.5%	$344	
	Permit to Sell Firearms—Annual Renewal	each	3.5%	$170	
	Taxi Permit Processing Fee	each	3.5%	$183	
	Taxicab Drivers Permit	each	3.5%	$86	
	Second Hand Dealer's Permit	each	3.5%	$484	
	Bingo Permit	each	3.5%	$209	
	Alarm Permit - Residential and Commercial	each		$33	no price increase/market rate
	Alarm Permit Renewal	each		$18	no price increase/market rate
	Block Party Permit	each		$47	no price increase/market rate
	Parade Permit	each	3.5%	$300	
	Street Closure Permit	each	3.5%	$82	
	* Determined by State of California				
4.	**Police Department Hourly Rates**				
	Police Chief	hourly	3.5%	$324	
	Police Captain	hourly	3.5%	$265	
	Police Lieutenant	hourly	3.5%	$209	
	Police Corporal	hourly	3.5%	$179	
	Records Supervisor	hourly	3.5%	$114	
	Police Executive Assistant	hourly	3.5%	$98	
	Senior Records Specialist	hourly	3.5%	$90	
	Police Records Specialist	hourly	3.5%	$79	
	Police Sergeant/Investigations Assignment	hourly	3.5%	$187	
	Cadets	hourly	3.5%	$31	
	Police Officer	hourly	3.5%	$166	
5.	**Parking Violation Fines**				
	Violation	**Section**			
	Obstruction or interference with Officers	11.12.020	3.5%	$90	
	Barriers & Signs	11.28.040b	3.5%	$86	
	City Parking Lot	11.40.020	3.5%	$69	
	Parking on Sidewalk or Curb Prohibited	11.40.030	3.5%	$69	
	Vehicle Storage-Parking in excess of 72 hours	11.40.050a	3.5%	$76	
	Vehilce Storage-Trailer Parked on Street Overnight	11.40.050c	3.5%	$69	
	Vehicle Storage-Parking for the purpose of engaging in vehic sale	11.40.050d	3.5%	$60	
	Parking for Certain Purposes-On Street for Sale	11.40.060a	3.5%	$90	
	Parking for Certain Purposes-on Street for Repairs	11.40.060b	3.5%	$76	
	Parking for Certain Purposes-on Street when charging for washing/polishing	11.40.060c	3.5%	$76	
	Parking Regulations in Certain Zones	11.40.070	3.5%	$76	
	Angle and Parallel Parking Signs-Loading Clearance between Vehicle and Street	11.40.080b	3.5%	$69	
	Angle and Parallel Parking Signs-Loading Clearance between other Street	11.40.090a	3.5%	$69	

II. Police

	Item/Description	Basis	Cost Adjustment	Proposed FY 2018-19	Notes
	Loading and Unloading-Angle to Curb	11.40.090b	3.5%	$69	
	Grades-Wheels not Turned	11.40.100	3.5%	$76	
	Emergency Parking Signs	11.40.130b	3.5%	$69	
	Curb Markings	11.40.160b	3.5%	$69	
	Bus Zone	11.40.190e	3.5%	$440	
	Parking-Limited Time	11.40.210	3.5%	$69	
	Parking-Prohibited during Certain Hours	11.40.230	3.5%	$69	
	Parking-Prohibited at all Times	11.40.240	3.5%	$69	
	Parking on Private Property	11.44.040	3.5%	$76	
	Violations Designated-4 Hour Permit Parking	11.68.050a	3.5%	$87	
	Any ECMC parking violation not listed above shall be subject to a civil penalty		3.5%	$69	
6.	**Curfew Violation Fines**				
	Daytime (8:00 am - 2 pm) 1st offense			$65	no price increase/market rate
	Daytime (8:00 am - 2 pm) 2nd offense within one year			$128	no price increase/market rate
	Daytime (8:00 am - 2 pm) 3rd offense within one year of 2nd offense			$255	no price increase/market rate
	Nighttime (10:00 pm - 5 am) 1st Offense			$65	no price increase/market rate

III. Fire

	Item/Description	Basis	Cost Adjustment	Proposed FY 2018-19
1.	**Inspection Fees**			
	Various types, including: Group A (Assemblies) occupancies; Group B (Business) occupancies; Group E (Private School); Group H (Hazardous) occupancies; Group I (Institutional) occupancies; Group M (Mercantile) occupancies; Group R-1 (Hotel and Apartment) occupancies; R-3 (Day Care 7-12); Group S (Storage) occupancies; Miscellaneous Inspections; 2nd re-inspection; 3rd re-inspection; Halon Test; Hood & Duct; Fire Sprinkler System; Fire Standpipe System; Fire Alarm System; AB2185 Inspections—Hazardous Materials Regulated Occupancy; Acceptance Tests	per hour	3.5%	$172.37
	R-3 Single Residential Occupancies		free	free
2.	**Permits**			
	Various types, including: Candles and open flame in assemblies; Compressed or flammable gases; Christmas Tree lots; Cryogens; Dry cleaning plants; Explosives or blasting agents; Fumigation or thermal insecticidal fogging; Flammable or combustible liquids and tanks (storage/use/dispense of Class I liquids; store/handle/use Class II or Class III-A liquids; store/use paints, oils, varnish, or similar mixtures; remove Class I or Class II liquids; inspect underground removal of tank(s)); Garages; Hazardous materials; Hazardous production materials; High-piled combustible storage; Liquefied Petroleum Gas; Lumber yards; Miscellaneous Permits; Model rocket launching; Parade floats; Places of Assembly 50-299 persons; Places of Assembly 300+ persons; Pumpkin patch lots; Radioactive materials; Spraying and dipping; Tents and air supported structures; Welding & cutting operations	per hour	3.5%	$172.47
	Miscellaneous No- Action Permits		free	free
3.	**Plan Review**			
	Fire Alarm System		3.5%	
	Alarm Inspection < 15 devices	each	3.5%	$291.14
	Alarm Inspection -16-50 devices	each	3.5%	$488.10
	Alarm Inspection - 51-100 devices	each	3.5%	$676.46
	Alarm Inspection - 101-500 devices	each	3.5%	$1,066.68
	Alarm Inspection > 501- (each add'l 100)	each	3.5%	$190.82
	Sprinkler Systems< 25 heads	each	3.5%	$249.54
	Hood & Duct	each	3.5%	$207.94
	Medical Gas	each	3.5%	$292.38
		each	3.5%	$291.14
	Sprinkler Systems - 300+ (each 100 heads)	each	3.5%	$190.82
	New Construction P/C & INSP (< 4999 sq. ft.)	each	3.5%	$484.42
	New Construction P/C & INSP (>5000 sq. ft., each add'l 1000 sq. ft.)	each	3.5%	$190.82
4.	**CERT Classes**			
	CPR Classes - El Cerrito & Kensington Residents	each	3.5%	$41.58
	First Aid - El Cerrito & Kensington Residents	each	3.5%	$41.58
	CPR Classes - Non- Residents	each	3.5%	$51.96
	First Aid - Non-Residents	each	3.5%	$51.75
5.	**False Alarm**			
	1st False	each		$0.00
	2-5	each	3.5%	$134.56
	6-10	each	3.5%	$168.81
	11 or over	each	3.5%	$203.06
	Supplies Used		actual cost	actual cost
	Equipment Destroyed		actual cost	actual cost
6.	**Fire Department Hourly Rates**			
	Fire Chief	hourly	3.5%	$319.26
	Battalion Chief - Training	hourly	3.5%	$266.67

III. Fire

Item/Description		Basis	Cost Adjustment	Proposed FY 2018-19
Battalion Chief		hourly	3.5%	$250.77
Captain-Fire Prevention		hourly	3.5%	$205.50
Captain-Paramedic		hourly	3.5%	$218.95
Captain		hourly	3.5%	$196.94
Engineer/Paramedic		hourly	3.5%	$184.72
Firefighter/Paramedic		hourly	3.5%	$172.47
Engineer		hourly	3.5%	$168.81
Firefighter		hourly	3.5%	$159.03
Fire Secretary		hourly	3.5%	$97.86

IV. Recreation Department

#	Item/Description	Basis	Cost Adjustment	Cost Adjustment	Proposed FY 2018-19	Proposed (Rounded) FY 2018-19	Adopted FY 2018-19	Explanation of Changes
Event Facility Rentals								
1.	**Community Center**							
	Minimum Rental Time (Fri-Sun); 5 Hours							
	Maximum Advance Reservation: 12 Months Resident, Non-Profit Fund Raiser or Co-Sponsored Group; 10 Months Non-Resident or Commercial; 12 months Annual Rentals.							
	Main Hall							
	Resident/Non-El Cerrito Related Non-Profit (includes Skylight Room, Kitchen and Courtyard)	per hour	-21.6%	-$55.08	$199.92	$200.00		market rates. Current rental fees are between $75 to $155 above most comparable City facilities in the East Bay
	Non-Resident/Commercial (includes Skylight Room, Kitchen and Courtyard)	per hour	-20.4%	-$64.06	$249.94	$250.00		see above
	Decoration/Clean-Up/Rehearsal Hours (2 additional hours max. day of event after min. rental hours met)	per hour per rental	-6.5%	-$6.96	$100.05	$100.00		
	Optional Clean-Up Service (**2** hours of 1 custodian after rental)	per event	45.6%	$46.97	$149.97	$150.00		
	Optional Clean-Up Service Additional Hours	per hour	3.5%	$2.70	$79.70	$80.00		
	Deposit (credit card only)							
	Private	per event	3.5%	$21.11	$624.11	$624.00		
	Non-Profit/City Co-Sponsored	per event	3.5%	$10.57	$312.57	$313.00		
	Skylight, Garden and Tot Rooms							
	Resident	per hour	3.5%	$2.45	$72.45	$72.00		
	Non Resident/Commercial	per hour	3.5%	$3.08	$91.08	$91.00		
	Weekday Co-Sponsored Group Room Rental	per hour			$26.00	$26.00		NEW
	Deposit (credit card only)	per event	3.5%	$3.50	$103.50	$104.00		
	Craft Room/Courtyard							
	Resident	per hour	3.5%	$1.30	$38.30	$38.00		
	Non Resident/Commercial	per hour	3.5%	$1.65	$48.65	$49.00		
	Deposit (credit card only)	per event	3.5%	$3.50	$103.50	$104.00		
	Kitchen Use	per hour			$50.00	$50.00		NEW
	Governmental Agency/School District Rentals (per WCCUSD Joint Use Agreement)	per event	Cost of Additional Staff (if needed)		Cost of Additional Staff (if needed)	Cost of Additional Staff (if needed)		
	Alcohol Service Permit	per event	3.5%	$6.48	$191.48	$191.00		
	Piano Room	per hour	3.5%	$0.42	$12.42	$12.00		
	Chair Rental - Non-Profit/Co-Sponsored	each	0.0%		$1.00	$1.00		
	6 Foot Table Rental - Non-Profit/Co-Sponsored	each	0.0%		$3.00	$3.00		
	8 Foot Table Rental - Non-Profit/Co-Sponsored	each	0.0%		$4.00	$4.00		
	Storage Fee - Co-Sponsored Groups Only							
	Small Locker	per year	3.5%	$11.34	$335.34	$335.00		
	Medium Locker	per year	3.5%	$13.44	$397.44	$397.00		
	Large Locker	per year	3.5%	$18.06	$534.06	$534.00		
	Room	per year	3.5%	$22.26	$658.26	$658.00		
2.	**Group Picnic Areas**							
	Cerrito Vista							
	Reservation—Resident	per day	3.5%	$4.94	$145.94	$146.00		
	Reservation—Non-Resident	per day	3.5%	$6.16	$182.16	$182.00		
	Volleyball Net and Ball Deposit	per day	3.5%	$2.80	$82.80	$83.00		
	Arlington (large group area with tables & BBQ)							
	Spaces 4 & 5—Resident	per day	3.5%	$4.94	$145.94	$146.00		
	Spaces 4 & 5—Non-Resident	per day	3.5%	$6.16	$182.16	$182.00		
	Spaces 4, 5 & 6—Resident	per day	3.5%	$6.69	$197.69	$198.00		
	Spaces 4, 5 & 6—Non-Resident/Commercial	per day	3.5%	$0.21	$6.21	$6.00		
	Arlington Picnic Sites - discount if rental before 1pm or after 3pm	percent discount			15%	15%		
	Other Parks, picnic tables with BBQ pit							
	Resident	per day	3.5%	$2.63	$77.63	$78.00		
	Non-Resident	per day	3.5%	$3.33	$98.33	$98.00		
	Other Parks, picnic tables without BBQ pit							
	Resident	per day	3.5%	$2.24	$66.24	$66.00		
	Non-Resident	per day	3.5%	$2.77	$81.77	$82.00		
	Restroom Key (purchase or refundable deposit)	per key		$0.00	$18.00	$18.00		
3.	**Adult Programs Buildings**							
	Social Hall/Kitchen							
	Resident/Non El-Cerrito Related Non-Profit	per hour	3.5%	$3.40	$100.40	$100.00		
	Non-Resident, Commercial	per hour	3.5%	$4.24	$125.24	$125.00		
	Decoration/Clean-Up/Rehearsal Time (1 hour max. day of event)	per hour per rental	3.5%	$1.96	$57.96	$58.00		
	Alcohol Service Permit	per event	3.5%	$5.99	$176.99	$177.00		
	Deposit	per event	20.7%	$52.37	$305.37	$305.00		align with clubhouse deposit
4.	**Clubhouses**							
	Arlington, Canyon Trail , Castro (one room only), Fairmont, Harding (one room only), and Madera; alcohol							
	Private, Resident	per hour	3.5%	$2.70	$79.70	$80.00		
	Private, Non-Resident	per hour	3.5%	$3.33	$98.33	$98.00		
	Decoration/Clean-Up/Rehearsal Time (1 hour max. day of event)	per hour	3.5%	$1.44	$42.44	$42.00		
	Arlington Clubhouse - discount if rental is before 2pm or after 4pm	percent			15%	15%		
	Deposit	per event	3.5%	$10.33	$305.33	$305.00		
	Alcohol Service Permit	per event	3.5%	$1.47	$43.47	$43.00		
	Art Studio Instructor	per hour	3.5%	$1.37	$40.37	$40.00		
5.	**Facility Rental Related Fees & Discounts**							
	Transfer Fee - Rooms and Clubhouses	per date	3.5%	$1.54	$45.54	$45.00		
	Transfer Fee - Picnics	per date	3.5%	$0.63	$18.63	$19.00		
	Late Payment Fee	percent			15%	15%		
	City Co-Sponsored Rental Fee Discount	percent			50%	50%		change due to lowering of standard hourly rate
	Non-Profit Rental Fee Discount	percent		-29%	25%	25%		change due to lowering of standard hourly rate
	Governmental Agency/School District Rentals (per WCCUSD Joint Use Agreement)	per event			Cost of Additional Staff (if needed)	Cost of Additional Staff (if needed)		
	Chair Rental—Non-Profit/Co-Sponsored	each	3.5%	$0.04	$1.04	$1.00		
	6 Foot Table Rental—Non-Profit/Co-Sponsored	each	3.5%	$0.11	$3.11	$3.00		
	8 Foot Table Rental—Non-Profit/Co-Sponsored	each	3.5%	$0.14	$4.14	$4.00		
	Storage Fee - Co-Sponsored Groups Only							

IV. Recreation Department

Item/Description	Basis	Cost Adjustment	Cost Adjustment	Proposed FY 2018-19	Proposed (Rounded) FY 2018-19	Adopted FY 2018-19	Explanation of Changes
Small Locker	per year	3.5%	$11.34	$335.34	$335.00		
Medium Locker	per year	3.5%	$13.44	$397.44	$398.00		
Large Locker	per year	3.5%	$18.06	$534.06	$534.00		
Room	per year	3.5%	$22.26	$658.26	$658.00		
Recreation Field/Venue Rentals and Fees							
1. Tennis Fees							
Resident	per hour	28.6%	$2.00	$9.00	$9.00		increasing fees to eliminate permit system
Non-Resident	per hour	37.5%	$3.00	$11.00	$11.00		increasing fees to eliminate permit system
Tennis Club	per hour	20.0%	$1.00	$6.00	$6.00		increasing fees to eliminate permit system
Instruction Use	per hour	15.4%	$2.00	$15.00	$15.00		increasing fees to eliminate permit system
Tennis Transfer/Cancellation Fee	per hour	100.0%	$1.00	$2.00	$2.00		increasing fees to eliminate permit system
Private Instructor Processing Fee (Tennis Certification and Insurance Required)	per year			$25.00	$25.00		NEW, replaces tennis instructor permit
2. Play Fields							
Resident	per hour	3.5%	$0.98	$28.98	$29.00		
Non-Resident	per hour	3.5%	$1.33	$39.33	$39.00		
Cerrito Vista Hardball Field (2 hr. minimum)—Resident	per hour	-28.6%	-$16.02	$40.00	$40.00		market rate
Cerrito Vista Hardball Field (2 hr. minimum)—Non-Resident	per hour	-28.6%	-$20.02	$50.00	$50.00		market rate
El Cerrito Co-Sponsored Youth Group Discount (hourly rates only)	per hour			25%	25%		
El Cerrito Youth Co-Sponsored Group Long Term Rental Fee	per season	3.5%	$146.62	$4,335.62	$4,336.00		
Long-Term Permit Fee	per player/ season	3.5%	$0.81	$23.81	$24.00		
Field fine for violation of field policies / Baseball & Soccer for damaging the field, when fields are wet and not playable and signs are posted.	per infraction	3.5%	$10.89	$321.89	$322.00		
Swim Center Programs/Fees							
1. Adult Swim Fees							
Lap Swim/Recreation/Family Swim							
Monthly Pass—Resident	per month		$0.00	$88.00	$88.00		market rates
Monthly Pass—Non-Resident	per month		$0.00	$110.00	$110.00		market rates
Monthly Pass Three Month Discount	per month		$0.00	$6.00	$6.00		market rates
Ten-Swim Pass—Resident	per pass		$0.00	$47.00	$47.00		market rates
Ten-Swim Pass—Non-Resident	per pass		$0.00	$59.00	$59.00		market rates
Drop-In	per use		$0.00	$6.00	$6.00		market rates
Masters Swim Team							
Masters Drop-In	per use			$10.00	$10.00		market rates
Monthly Pass - Resident	valid 30 days	3.5%	$2.52	$74.52	$74.00		
Monthly Pass - Non-Resident	valid 30 days	3.5%	$2.94	$86.94	$87.00		
Masters Three Month Discount	per month	33.3%	-$2.00	-$8.00	$8.00		encourages purchasing more months up front
Masters 10 Workout Pass - Resident	per pass			$90.00	$90.00		NEW
Masters 10 Workout Pass - Non-Resident	per pass			$100.00	$100.00		NEW
Masters Plus—Any Masters Workout/Lap Swim 1 Month Only (No quarterly discount)							
Resident	valid 30 days	3.5%	$3.89	$114.89	$115.00		
Non-Resident	valid 30 days	3.5%	$4.69	$138.69	$139.00		
2. Recreation Parent & Child Swim/Splash Park/Tot Splash							
Drop-in							
Adult	per use		$0.00	$6.00	$6.00		market rates
Child (1-6 years)	per use		$0.00	$3.00	$3.00		market rates
Youth (7-17 years)	per use		$0.00	$4.00	$4.00		market rates
Splash Park Only & Tot Splash	per use		$0.00	$3.00	$3.00		market rates
Non-Swimmer Fee	per use		$0.00	$3.00	$3.00		market rates
Organized Groups (minimum of 15)	per child		$0.00	$3.00	$3.00		market rates
Monthly							
Child (1-6 years) Resident	per month		$0.00	$42.00	$43.00		
Child (1-6 years) Non-Resident	per month		$0.00	$50.00	$52.00		
Youth—(7-17 years) Resident	per month		$0.00	$46.00	$48.00		
Youth—(7-17 years) Non-Resident	per month		$0.00	$54.00	$56.00		
Ten Swim Pass (valid April through Oct.)							
Child Resident (ages 1-6)	per pass		$0.00	$25.00	$25.00		market rates
Child Non-Resident (ages 1-6)	per pass		$0.00	$30.00	$30.00		market rates
Youth Resident (7-17)	per pass		$0.00	$35.00	$35.00		market rates
Youth Non Resident (7-17)	per pass		$0.00	$40.00	$40.00		market rates
Family Season Passes							
Family Season Pass (6/1-9/30) Resident (max 5 family members per address)	Valid Season	3.5%	$12.71	$375.71	$376.00		
Family Season Pass (6/1-9/30) Non-Res (max 5 family members per address)	Valid Season	3.5%	$14.35	$424.35	$424.00		
Additional Family Members (up to 3 additional)	Valid Season	3.5%	$0.91	$26.91	$27.00		
Splash Park Only Ten Swim Pass							
Resident	per pass		$0.00	$21.00	$21.00		market rates
Non-Resident	per pass		$0.00	$26.00	$26.00		market rates
3. Water Aerobics Deep/Shallow							
Drop In	per use	11.1%	$1.00	$10.00	$10.00		market rates
Four Punch Pass—Resident	per pass	3.5%	$1.02	$30.02	$30.00		
Four Punch Pass—Non-Resident	per pass	3.5%	$1.23	$36.23	$36.00		
Ten Punch Pass - Resident	per pass			$68.00	$68.00		NEW
Ten Punch Pass - Non-Resident	per pass			$85.00	$85.00		NEW
Fifteen Punch Pass - Resident	per pass			$92.00	$92.00		NEW
Fifteen Punch Pass - Non-Resident	per pass			$115.00	$115.00		NEW
4. Swim Lessons							
Private—Resident	per class	3.5%	$0.98	$28.98	$29.00		
Private—Non-Resident	per class	3.5%	$1.16	$34.16	$34.00		
Semi-Private - Resident	per class			$50.00	$50.00		NEW
Semi-Private - Non-Resident	per class			$60.00	$60.00		NEW
Private/Semi-Private Transfer/Cancellation Fee	per class			$10.00	$10.00		NEW
Youth Small Groups—Resident	per class	3.5%	$0.35	$10.35	$10.00		
Youth Small Groups—Non-Resident	per class	3.5%	$0.46	$13.46	$13.00		
Adult/Special Arrangement Group Lesson—Resident	per class	3.5%	$0.39	$11.39	$11.00		
Adult/Special Arrangement Group Lesson—Non-Resident	per class	3.5%	$0.49	$14.49	$14.00		
5. Swimming Clubs, Teams & Meets							
Pre-Swim Team (50 minutes, 4 days/week)							
Resident	per month	4.0%	$2.28	$59.28	$59.00		adding 5 minutes
Non-Resident	per month	4.0%	$2.72	$70.72	$71.00		adding 5 minutes
El Cerrito High School Swim Team (February through May)	per season	3.5%	$84.32	$2,493.32	$2,493.00		

IV. Recreation Department

	Item/Description	Basis		Cost Adjustment	Cost Adjustment	Proposed FY 2018-19	Proposed (Rounded) FY 2018-19	Adopted FY 2018-19	Explanation of Changes
	Gators Swim Team								
	One Swimmer—Resident (1 hr., 5 days per week)	per month		3.5%	$2.87	$84.87	$85.00		
	One Swimmer Non-Resident (1 hr., 5 days per week)	per month		3.5%	$3.40	$100.40	$100.00		
	One Swimmer - Resident (1.5 hrs., 5 days per week)	per month		3.5%	$3.71	$109.71	$110.00		
	One Swimmer Non-Resident (1.5 hrs., 5 days per week)	per month		3.5%	$4.17	$123.17	$123.00		
	Each Additional Household Member Discount	percent				20%	20%		
6.	**Swim Center Rentals**								
	Long-Term Pool Rentals	per hour		3.5%	$1.82	$53.82	$54.00		
	Lane Rental Fee	per hour		-48.4%	-$30.01	$32.00	$32.00		switching to per 1 lane basis
	Emery G. Weed III Lap Pool—Resident	per hour		3.5%	$7.70	$227.70	$228.00		
	Emery G. Weed III Lap Pool—Non-Resident/Commercial	per hour		3.5%	$9.45	$279.45	$279.00		
	Swim Center Rental Deposit (refundable)	per event				$100.00	$100.00		NEW
	Recreation Pool-Resident (1-50 people) (2-hour minimum)	per hour				$159.00	$159.00		NEW
	Recreation Pool-Non-Resident (1-50 people) (2-hour minimum)	per hour				$198.50	$199.00		NEW
	Recreation Pool-Resident (51-100 people) (2-hour minimum)	per hour				$170.50	$171.00		NEW
	Recreation Pool-Non-Resident (51-100 people) (2-hour minimum)	per hour				$210.00	$210.00		NEW
	Splash Park Rental-Resident (1-50 people) (2-hour minimum)	per hour				$138.50	$139.00		NEW
	Splash Park Rental-Non-Resident (1-50 people) (2-hour minimum)	per hour				$173.50	$174.00		NEW
	Splash Park Rental-Resident (51-100 people) (2-hour minimum)	per hour				$150.00	$150.00		NEW
	Splash Park Rental-Non-Resident (51-100 people) (2-hour minimum)	per hour				$185.00	$185.00		NEW
	Recreation Pool & Splash Park Combo - Resident (1-50 people) (2-hour minimum)	per hour				$297.50	$298.00		NEW
	Recreation Pool & Splash Park Combo - Non-Resident (1-50 people) (2-hour minimum)	per hour				$372.00	$372.00		NEW
	Recreation Pool & Splash Park Combo - Resident (51-100 people) (2-hour minimum)	per hour				$320.50	$321.00		NEW
	Recreation Pool & Splash Park Combo - Non-Resident (51-100 people) (2-hour minimum)	per hour				$395.00	$395.00		NEW
	Transfer Fee	per booking				$46.00	$46.00		NEW
	Swim Center Picnic Area Rental During Recreation Swim (Splash Park Area & Swim Camp Lawn Area) Resident (1-10 people)	per event				$98.00	$98.00		NEW
	Swim Center Picnic Area Rental During Recreation Swim (Splash Park Area & Swim Camp Lawn Area) Non-Resident (1-10 people)	per event				$114.00	$114.00		NEW
	Swim Center Picnic Area Rental During Recreation Swim (Splash Park Area & Swim Camp Lawn Area) Resident (11-20 people)	per event				$128.00	$128.00		NEW
	Swim Center Picnic Area Rental During Recreation Swim (Splash Park Area & Swim Camp Lawn Area) Non-Resident (11-20 people)	per event				$144.00	$144.00		NEW
	Swim Center Picnic Area rental during Recreation Swim (Swim Camp Lawn Area) Resident (11-15 people)	per event				$114.00	$114.00		NEW
	Swim Center Picnic Area rental during Recreation Swim (Swim Camp Lawn Area) Non-Resident (11-15 people)	per event				$130.00	$130.00		NEW
	Lifeguard Fee	per hour		13.6%	$3.00	$25.00	$25.00		rising employee costs
	Youth Programs								
	1. Day & Resident Camps								
	Camp Resident (Price based on number of days, hours, special events, field trips, supplies needed)	See brochure for actual costs				$35-$350	$35-$350		To accommodate daily fees thorugh potential camps with high expenses (i.e. field trips)
	City Run Camp Non-Resident	125% of resident fee							
	Counselors in Training Camp Resident (2 weeks)	per session		153.3%	$114.98	$189.98	$190.00		changing from one week sessions to 2 weeks
	Counselors in Training Camp Non-Resident (2 weeks)	per session		153.2%	$144.01	$238.01	$238.00		changing from one week sessions to 2 weeks
	Day Camp Deposit	per camp/week		3.5%	$1.09	$32.09	$32.00		
	Day Camp Cancellation Fee	per camp/week		3.5%	$1.09	$32.09	$32.00		
	Resident Camp								
	Camper - Resident	per week		3.5%	$18.03	$533.03	$533.00		
	Camper - Non-Resident	per week		3.5%	$21.63	$639.63	$640.00		
	Teen Program - Resident	per week		3.5%	$7.21	$213.21	$213.00		
	Teen Program - Non-Resident	per week		3.5%	8.72	$257.72	$258.00		
	Deposit	per week		3.5%	4.52	$133.52	$134.00		
	2. Before/After School Childcare								
	5 day schedule, AM Care (-1.5 hours/day)	per month (9 Total)				$248.00	$248.00		Fees approved by City Council on March 6, 2018
	5 day schedule, AM Traditional Kindergarten Care (-2 hours/day)	per month (9 Total)				$330.00	$330.00		Fees approved by City Council on March 6, 2018
	5 day schedule, PM Kindergarten Care (~ 1 hour/day)	per month (9 Total)				$167.00	$167.00		Fees approved by City Council on March 6, 2018
	5 day schedule, PM Kindergarten Continuous Care (~ 4.25 hours/day)	per month (9 Total)				$682.00	$682.00		Fees approved by City Council on March 6, 2018
	5 day schedule, PM Care (~3.33 hours/day)	per month (9 Total)				$560.00	$560.00		Fees approved by City Council on March 6, 2018
	4 day schedule, AM Care	per month (9 Total)				$218.00	$218.00		Fees approved by City Council on March 6, 2018
	4 day schedule, AM Traditional Kindergarten Care	per month (9 Total)				$290.00	$290.00		Fees approved by City Council on March 6, 2018
	4 day schedule, PM Kindergarten Care	per month (9 Total)				$147.00	$147.00		Fees approved by City Council on March 6, 2018
	4 day schedule, PM Kindergarten Continuous Care	per month (9 Total)				$600.00	$600.00		Fees approved by City Council on March 6, 2018
	4 day schedule, PM Care	per month (9 Total)				$493.00	$493.00		Fees approved by City Council on March 6, 2018
	3 day schedule, AM Care	per month (9 Total)				$178.00	$178.00		Fees approved by City Council on March 6, 2018
	3 day schedule, AM Traditional Kindergarten Care	per month (9 Total)				$238.00	$238.00		Fees approved by City Council on March 6, 2018
	3 day schedule, PM Kindergarten Care	per month (9 Total)				$120.00	$120.00		Fees approved by City Council on March 6, 2018
	3 day schedule, PM Kindergarten Continuous Care	per month (9 Total)				$491.00	$491.00		Fees approved by City Council on March 6, 2018
	3 day schedule, PM Care	per month (9 Total)				$403.00	$403.00		Fees approved by City Council on March 6, 2018
	2 day schedule, AM Care	per month (9 Total)				$129.00	$129.00		Fees approved by City Council on March 6, 2018
	2 day schedule, AM Traditional Kindergarten Care	per month (9 Total)				$172.00	$172.00		Fees approved by City Council on March 6, 2018
	2 day schedule, PM Kindergarten Care	per month (9 Total)				$87.00	$87.00		Fees approved by City Council on March 6, 2018

Item/Description	Basis	Cost Adjustment	Cost Adjustment	Proposed FY 2018-19	Proposed (Rounded) FY 2018-19	Adopted FY 2018-19	Explanation of Changes
2 day schedule, PM Kindergarten Continuous Care	per month (9 Total)			$354.00	$354.00		Fees approved by City Council on March 6, 2018
2 day schedule, PM Care	per month (9 Total)			$291.00	$291.00		Fees approved by City Council on March 6, 2018
1 day schedule, AM Care	per month (9 Total)			$64.00	$64.00		Fees approved by City Council on March 6, 2018
1 day schedule, AM Traditional Kindergarten Care	per month (9 Total)			$86.00	$86.00		Fees approved by City Council on March 6, 2018
1 day schedule, PM Kindergarten Care	per month (9 Total)			$43.00	$43.00		Fees approved by City Council on March 6, 2018
1 day schedule, PM Kindergarten Continuous Care	per month (9 Total)			$177.00	$177.00		Fees approved by City Council on March 6, 2018
1 day schedule, PM Care	per month (9 Total)			$146.00	$146.00		Fees approved by City Council on March 6, 2018
							Fees approved by City Council on March 6, 2018
3. Preschool							Fees approved by City Council on March 6, 2018
5 day schedule, 3 hour program	per month			$507.00	$507.00		Fees approved by City Council on March 6, 2018
5 day schedule, 4 hour program	per month			$677.00	$677.00		Fees approved by City Council on March 6, 2018
4 day schedule, 3 hour program	per month			$426.00	$426.00		Fees approved by City Council on March 6, 2018
4 day schedule, 4 hour program	per month			$568.00	$568.00		Fees approved by City Council on March 6, 2018
3 day schedule, 3 hour program	per month			$335.00	$335.00		Fees approved by City Council on March 6, 2018
3 day schedule, 4 hour program	per month			$446.00	$446.00		Fees approved by City Council on March 6, 2018
2 day schedule, 3 hour program	per month			$233.00	$233.00		Fees approved by City Council on March 6, 2018
2 day schedule, 4 hour program	per month			$311.00	$311.00		Fees approved by City Council on March 6, 2018
1 day schedule, 3 hour program	per month			$117.00	$117.00		Fees approved by City Council on March 6, 2018
1 day schedule, 4 hour program	per month			$156.00	$156.00		Fees approved by City Council on March 6, 2018
							Fees approved by City Council on March 6, 2018
4. Other Fees							Fees approved by City Council on March 6, 2018
Non Refundable Registration Fee	per registration			$70.00	$70.00		Fees approved by City Council on March 6, 2018
Drop-In fee, under 3 hours program	per day/per program			$20.00	$20.00		Fees approved by City Council on March 6, 2018
Drop-In fee, over 3 hours program	per day/per program			$40.00	$40.00		Fees approved by City Council on March 6, 2018
Before/After School Program - Receives Reduced Lunch	discount			40%	40%		Fees approved by City Council on March 6, 2018
Before/After School Program - Receives Free Lunch	discount			60%	60%		Fees approved by City Council on March 6, 2018
Preschools - Non Resident Rate	surcharge			12.5%	12.5%		Fees approved by City Council on March 6, 2018
Preschools - Qualifies for City Scholarship	discount			30%	30%		Fees approved by City Council on March 6, 2018
Fees can be adjusted proportionally due to substantial changes in program hours at the discretion of the Recreation Director	program hours						Fees approved by City Council on March 6, 2018
Preschools - Over 8 hours (full day)	monthly discount			10%	10%		NEW
Adult Programs and Services							
Ticket Based Class Fee—Resident	per class	5%	0.25	$5.00	$5.00		
Senior Center Class Fee—Non-Resident	per class	4%	0.25	$6.00	$6.00		
Local Weekly Shopping Trips, each way	per trip		$0.00	$2.00	$2.00		market rates
Respite Group—Resident	per month	3.5%	$3.43	$101.43	$101.00		
Respite Group—Non-Resident	per month	3.5%	$4.34	$128.34	$128.00		
Easy Ride Paratransit, each way	per trip		$0.00	$2.00	$2.00		agreed upon rate with WCCTAC
Drop-In Activities Fee	per class			$0.00	$2.00		NEW
Other Fees, Discounts & Refunds							
Registration Fees—Refunds, Transfers, Cancellations, and Late Payments	per transaction	3.5%	$0.63	$18.63	$19.00		
Late Pick-Up Fee ($1.00 per minute beginning at minimum)	minimum late pick-up fee	0.0%	$0.00	$15.00	$15.00		
Late Payment Fee (unless defined by City Ordinance)	per 30 days				15%		
Misc. Event and Field Trip Transportation/Admission	per trip						
Misc. Product Fee (depending on level of effort)	each + surcharge			Cost + 5%-20%	Cost + 5%-20%		NEW
Staff Total Cost (i.e. custodian, part time recreation leader, etc.)	per hour			Full Hourly Cost	Full Hourly Cost		
Signage/Banner on Recreational Facilities (per policy)	per banner or sign/month			$0 - $50	$0 - $50		NEW
Long Term Rental Discount - as determined by Recreation Director							
Third Party Programs and Classes							
The fees for all third party provided activities may vary based on contract negotiations & market rates at discretion of the Recreation Director							
No Non-Resident Surcharges for El Cerrito School Based Enrichment Programs							
Surcharge on Fee-Based Programs by Independent Contractor (4% of fee, up to maximum and rounded to nearest dollar)	maximum charge per session		$0.00	$8.00	$8.00		
Optional Disabled and Senior Discount (independent contractors may choose to use discount and split discount with City) - for ages 60+, disabled patrons. Does not apply to fees in "Adult Programs and Services" section.	percent of fee	20%		20%	20%		
Special Promotion/Marketing Fundraising Opportunities - as determined by Recreation Director							
New Classes, Events, Field Trips, Leagues, Programs, Products, Uniforms, etc. as approved by Recreation Director							
Recreation Brochure Advertisements							
Copy Ready, 1/8 page	each			$200	$200		
Copy Ready, Quarter page	each			$450	$450		
Copy Ready, Half page	each			$750	$750		
Copy Ready, Full page	each			$1,250	$1,250		
Full Year of Advertising (3 rECguide Issues)	Discount			15%	15%		
Graphic Preparation	Graphic Designer's Actual Hourly Rate						

V. Business License Tax

Business License Category	Municipal Code Section	Code	Cost Adjustment-3.5%	Proposed FY 2018-19
			3%	
Exemption Level (Casual and Fine Arts Teachers)	4.32.080			
Business License Residential Rentals (10-000-4052-00-00)				
Apt. Houses, Duplexes, In-laws & Single Family Units				
Per Unit	4.32.260	260	3.5%	$110.87
Business License All Others (10-000-4051-00-00)				
a. Fixed Place of Business (Annual)				
Employer Only	4.32.230	T23	3.5%	$308.09
" + 1 employee	4.32.230	T23	3.5%	$308.09
" + 2 employees	4.32.230	T23	3.5%	$352.59
" + 3 employees	4.32.230	8-11	3.5%	$397.10
" + 4 employees	4.32.230	12-14	3.5%	$441.60
" + 5 employees	4.32.230	15-17	3.5%	$486.11
" + 6 employees	4.32.230	18-19	3.5%	$530.61
Miscellaneous Building Permits	4.32.230	20-26	3.5%	$575.12
" + 8 employees	4.32.230	27-28	3.5%	$619.62
FY 18-19 90% Fee Tables	4.32.230	29	3.5%	$664.13
Building Valuation Table Data	4.32.230	30	3.5%	$708.63
b. Professional Offices (Annual)				
Employer Only	4.32.231	231	3.5%	$374.18
" + 1 employee	4.32.231	231	3.5%	$374.18
" + 2 employees	4.32.231	231	3.5%	$418.69
" + 3 employees	4.32.231	231	3.5%	$463.19
" + 4 employees	4.32.231	231	3.5%	$507.70
" + 5 employees	4.32.231	231	3.5%	$552.20
" + 6 employees	4.32.231	231	3.5%	$596.71
" + 7 employees	4.32.231	231	3.5%	$641.21
" + 8 employees	4.32.231	231	3.5%	$685.72
" + 9 employees	4.32.231	231	3.5%	$730.22
" + 10 employees	4.32.231	231	3.5%	$774.73
Each Additional Employee	4.32.231	231	3.5%	$44.77
c. Contractors & Subcontractors				
Quarterly	4.32.240	242	3.5%	$132.19
Semiannually	4.32.240	241	3.5%	$220.67
Annually	4.32.240	240	3.5%	$396.57
d. Home Occupations (Annual)	4.32.245	245	3.5%	$220.67
e. Casual Business				
Quarterly	4.32.246	247	3.5%	$65.03
Annually	4.32.246	246	3.5%	$260.12
f. Delivery Vehicles (Per Vehicle)	4.32.251	250	3.5%	$176.96
g. Fine Arts Teachers (Per Teacher)	4.32.255	255	3.5%	$71.43
h. Hotels & Motels				
Base Fee	4.32.270	270	3.5%	$440.28
Plus, per Unit Fee	4.32.270	270	3.5%	$18.12
i. Trailer Courts				
Base Fee	4.32.280	280	3.5%	$440.28

V. Business License Tax

Business License Category	Municipal Code Section	Code	Cost Adjustment- 3.5%	Proposed FY 2018-19
Plus, per Unit Fee	4.32.280	280	3.5%	$18.12
j. Restaurants & Nightclubs	4.32.290	290	3.5%	$880.56
k. Public Amusement				
1. Amusement Rides & Shows				
First Day	4.32.300	300	3.5%	$176.96
Each Additional Day	4.32.300	300	3.5%	$88.48
2. Billiards, Bagatelle, Pool Tables				
Per Table, in Addition to Other Applicable	4.32.300	301	3.5%	$88.48
3. Bowling Lanes				
First Lane	4.32.300	302	3.5%	$466.93
Each Additional Lane	4.32.300	302	3.5%	$46.91
4a. Circus (=<4,000 seats)				
First Day	4.32.300	303	3.5%	$1,320.84
Each Additional Day	4.32.300	303	3.5%	$880.56
4b. Carnival & Circus (>4,000 seats)				
First Day	4.32.300	304	3.5%	$2,640.61
Each Additional Day	4.32.300	304	3.5%	$1,761.11
5. Motion Picture Theater & Plays				
Quarterly	4.32.300	307	3.5%	$176.96
Semiannually	4.32.300	306	3.5%	$352.86
Annually	4.32.300	305	3.5%	$704.66
6. Public Dance				
Daily	4.32.300	308	3.5%	$132.19
Quarterly	4.32.300	309	3.5%	$440.28
7. Amusement Not Otherwise Defined				
Educational - Daily	4.32.300	310	3.5%	$132.19
Educational - Quarterly	4.32.300	311	3.5%	$440.28
Noneducational - Daily	4.32.300	312	3.5%	$4,400.65
l. Distribution and Circulation of Advertising Matter				
Quarterly	4.32.310	313	3.5%	$440.28
m. Amplification Vehicles (Per Day)	4.32.320	320	3.5%	$4,400.65
n. Taxicabs (Per Vehicle)	4.32.330	330	3.5%	$264.38
o. Auctioneer				
Daily	4.32.340	340	3.5%	$220.67
Annually	4.32.340	341	3.5%	$1,761.11
p. Vehicle Parking Lot				
Per Lot	4.32.345	342	3.5%	$353.93
Plus per 100 square feet	4.32.345	342	3.5%	$36.25
q. Pawnbroker and Check Casher	4.32.350	350	3.5%	$880.56

V. Business License Tax

Business License Category	Municipal Code Section	Code	Cost Adjustment- 3.5%	Proposed FY 2018-19
r. Patrol Services				
Employer Only	4.32.355	T35	3.5%	$308.09
" + 1 employee	4.32.355	T35	3.5%	$308.09
" + 2 employees	4.32.355	T35	3.5%	$352.59
" + 3 employees	4.32.355	T35	3.5%	$397.10
" + 4 employees	4.32.355	T35	3.5%	$441.60
Each Additional Employee	4.32.355	T35	3.5%	$44.77
s. Peddler & Solicitors				
Quarterly	4.32.360	360	3.5%	$440.28
Annually	4.32.360	361	3.5%	$1,761.11
t. Ice Cream Vendor				
Quarterly	4.32.365	366	3.5%	$143.92
Annually	4.32.365	365	3.5%	$429.62
u. Temporary Sales	4.32.375	375	3.5%	$370.99
v. Bingo	4.32.300	652	3.5%	$57.57
Pursuant to California Penal Code Section 326.5(l)1				
w. Transient/Itinerant Vendor				
Employer Only	4.32.010	T25	3.5%	$308.09
" + 1 employee	4.32.010	T25	3.5%	$308.09
" + 2 employees	4.32.010	T25	3.5%	$352.59
" + 3 employees	4.32.010	T25	3.5%	$397.10
" + 4 employees	4.32.010	T25	3.5%	$441.60
" + 5 employees	4.32.010	T25	3.5%	$486.11
" + 6 employees	4.32.010	T25	3.5%	$530.61
" + 7 employees	4.32.010	T25	3.5%	$575.12
" + 8 employees	4.32.010	T25	3.5%	$619.62
" + 9 employees	4.32.010	T25	3.5%	$664.13
" + 10 employees	4.32.010	T25	3.5%	$708.63
Each Additional Employee	4.32.010	T25	3.5%	$44.77
Business License Gross Receipts (10-000-4053-000)				
a. Coin-operated vending, amusement & Service Machines, Distributors				
$0-1,000	4.32.370	V01	3.5%	$46.91
$1,001-5,000	4.32.370	V02	3.5%	$69.29
$5,001-15,000	4.32.370	V03	3.5%	$138.59
>$15,001 per $1,000	4.32.370	T04	3.5%	$9.59
b. Coin-operated vending, amusement & Service Machines, Games of Skill				
$0-1,000	4.32.380	G01	3.5%	$46.91
$1,001-5,000	4.32.380	G02	3.5%	$69.29
$5,001-15,000	4.32.380	G03	3.5%	$138.59
>$15,001 per $1,000	4.32.380	T05	3.5%	$9.59
Adjustment Per Municipal Code: % Change in Feb CPI				
CPI Urban Wage Earners and Clerical Workers				
2016 Change is 3.02%				

VI. Public Works

Item/Description		Basis	Cost Adjustment		Proposed FY 2018-19
Grading					
1.	**Plan Check**				
	(No permit required below 50 CY)				
	50 to 10,000 CY	each	3.5%	$16	$478
	10,001 to 100,000 CY	each	3.5%	$22	$664
	Add for each 10,000 CY above 100,000	10,000 CY	3.5%	$5	$159
2.	**Permit Issuance**	each	3.5%	$3	$92
3.	**Permit Bond**	per CY	3.5%	$0	$4
4.	**Inspection**				
	(No permit required below 50 CY)				
	50 to 10,000 CY	each	3.5%	$29	$856
	10,001 to 1000,000 CY	each	3.5%	$58	$1,721
	Add for each 10,000 CY above 100,000	10,000 CY	3.5%	$4	$107
5	**Grading Work Started Prior to Obtaining a Permit**	Double the Plan Check, Permit Issuance Fee and Inspection Fee			
Encroachments					
1.	**On-site Improvements** (major, over 1/2 acre) - minimum deposit = $1,870	hourly	3.5%	$10	$295
2.	**Permit Issuance Fee** (all permits except trees)	each	3.5%	$3	$92
3.	**Permit bond/deposit** (except street tree permit)				
a.	One-year maintenance bond for streetcuts in the amount of the value of the work or as determined by City Engineer.	minimum	3.5%	$54	$1,599
b.	One-year maintenance bond for drainage modifications equal to the value of the work or as determined by City Engineer. Deposit is returned upon passing final inspection for concrete work or after removal of storage unit.	minimum	3.5%	$23	$677
4.	**Encroachment Permits** (also subject to the Issuance Fee (#2)				
a.	Concrete Flat Work **or** Under Sidewalk Drain - up to 500 s.f. (includes two inspections)	each	3.5%	$9	$272
b.	ADD for each add'l 500 s.f.	500 s.f.	3.5%	$2	$65
c.	Street cut or drainage modifications(< 10 C.Y. excavated) (includes two inspections and striping restoration fee)	each	3.5%	$10	$296
d.	ADD for each add'l 10 CY.	10 CY	3.5%	$7	$221
e.	Work in Public Right-of-Way Started Prior to Obtaining a Permit	Double the Permit Issuance Fee and Inspection Fee			
f.	Revocable Encroachment Permit/Hold Harmless Agreement	each	3.5%	$12	$350
g.	Storage in Public ROW (applicable only to overnight storage and portable toilets; East Bay Sanitary dumpsters exempt) (moving pods for residential moving exempt from bond deposit)	per one week	3.5%	$5	$157
h.	Moratorium Street Restoration Fee	each	3.5%	$24	$697
i.	Re-inspection (for reasons such as work not ready for a scheduled inspection or work done without an inspection)	each	3.5%	$3	$75
j.	Newsrack Fees - for placement of newsrack boxes in designated Newsrack Zones per Section 13.60 of the El Cerrito Municipal Code				
	Permit Issuance Fee	each	3.5%	$3	$92
	Permit Renewal Fee	each	3.5%	$2	$46
	Newsrack Box Fee				
	1 - 5 boxes	per permit period	3.5%	$5	$157
	6 - 10 boxes	per permit period	3.5%	$8	$234
	11 - 15 boxes	per permit period	3.5%	$11	$312
	More than 15 boxes	per permit period	3.5%	$13	$390
5.	**New Street Tree Planting by City, Residential**				
a.	Tree Planting (includes furnishing, issuance, and installing of tree)	per tree	3.5%	$7	$217
b.	Concrete Removal for Tree Well	per 16 s. f.	3.5%	$6	$171
c.	Concrete Removal for Tree Well (per s.f. after first 16 s.f. removal)	per s.f.			$11
c.	Replacement Street Tree Bond - Three-year maintenance bond for when City is replacing an existing street tree.	per tree, refundable after 3-year health verification	3.5%	$3	$92
6	**Utility Pole** - Set, Relocate or Remove	each	3.5%	$9	$272
7.	**Transportation Permit** - Per Calif. State Vehicle Code Section 35795	per trip			$16
8.	**Haul Route Impact Fees**				
	For qualifying projects as determined by the City Engineer, Haul Route Fees are				
a.	**Arterial**				

VI. Public Works

	Item/Description	Basis	Cost Adjustment		Proposed FY 2018-19
	100<pci<70		3.5%	$0	$0.2878
	69<pci<50		3.5%	$0	$0.8102
	49<pci<25		3.5%	$0	$0.8315
	24<pci<0		3.5%	$0	$1.4605
b.	**Collector**				
	100<pci<70		3.5%	$0	$0.2878
	69<pci<50		3.5%	$0	$0.6716
	49<pci<25		3.5%	$0	$0.8315
	24<pci<0		3.5%	$0	$1.4605
c.	**Residential**				
	100<pci<70		3.5%	$0	$0.2239
	69<pci<50		3.5%	$0	$0.6290
	49<pci<25		3.5%	$0	$0.7569
	24<pci<0		3.5%	$0	$1.2579
d.	**PCI Discount**				
	100<pci<70	pts/year			2.2
	69<pci<50	pts/year			2.7
	49<pci<25	pts/year			3.3
	24<pci<0	pts/year			3.6
9.	**Time Extension**	each	3.5%	$2	$46
Mapping (Collected by the Planning Department)					
1.	**Lot Line Adjustment** - flat rate plus any 3rd party costs	each	3.5%	$6	$186
2.	**Parcel Map** - up to 4 lots (flat rate plus any 3rd party costs)	each	3.5%	$30	$875
Erosion and Clean Water					
1.	**SWPP Permit**	each	3.5%	$9	$272
	Additional Inspections	each	3.5%	$4	$128
	Erosion & Sediment Control Field Manual	each	3.5%	$2	$49
2.	**C.3 Fees for projects which create or replace more than 10,000 square feet of impervious surface**				
	Stormwater Control Plan Review/Approval (Collected by Planning Dept at initial submittal)	each	3.5%	$16	$483
	Operations & Maintenance Plan Review/Approval (O&M Plan to include Maintenance Agreement and description of annual inspection fees) (Collected by Building Dept at plan check submittal)	per square feet of impervious surface	3.5%	$0	$0.0426
	Annual Inspection Fee-Collected by Public Works Department as described in Maintenance Agreement	up to 25,000 sf	3.5%	$13	$396
		more than 25,000 sf	3.5%	$27	$791
Miscellaneous					
1.	**Hazardous Materials Spill Clean-Up** - costs to include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved	hourly with minimum two hour response	3.5%	$20	$594
2.	**Public Works Hourly Rates (for other Services Not Specificed)**				
	Public Works Director	hourly		$0	$279.32
	Management Assistant	hourly		$0	$98.66
	Engineering Manager/Senior Engineer	hourly		$0	$209.47
	Operations + Environmental Services Division Manager	hourly		$0	$199.36
	Environmental Programs Manager/City Arborist	hourly		$0	$193.92
	Associate Engineer	hourly		$0	$162.85
	Maintenance Superintendent	hourly		$0	$193.84
	Technician/Inspector	hourly		$0	$151.28
	Maintenance Worker	hourly		$0	$125.28
3.	**Bid Protest Fee**				$500
4.	**Recycling + Environmental Services**				
a.	Construction Waste Management Plan Review Fee	per plan review, inclusive of pre plan and post report	3.5%	$7	$206
b.	Solid Waste Collection and Disposal Subscription Exemption Application Fee	per application	3.5%	$7	$203
c.	Salvage Permit Application Fee	per application per year	3.5%	$1	$27
d.	Recycling + Environmental Resource Center Tour Fee	per tour, excluding free monthly tours	3.5%	$5	$154
e.	Recycling Cart Cleaning Fee (64 and 96 gallon carts)	per cart	3.5%	$1	$29
f.	Recycling Bin Cleaning Fee (1 and 2 cubic yard bins)	per bin	3.5%	$2	$57
g	Recycling Cart Replacement fee due to customer damage	per bin			$72
h.	Waste Enclosure Padlock Replacement due to customer loss	per lock			$14
i.	Citywide Garage Sale Listing	per registration	3.5%	$1	$17
j.	Solid Waste Event Stands Rental (set of three - Recycling, Compost, and Garbage)	per event per event	3.5%	$0	$12
k.	Solid Waste Event Stand Replacement	per stand	3.5%	$2	$69

VI. Public Works

	Item/Description	Basis		Cost Adjustment		Proposed FY 2018-19
l.	Compost	per cubic foot		3.5%	$0	$1.50
n.	Compact Flourescent Bulb (CFL) Recycling *	per bulb		3.5%	$0	$3
o.	Fluorescent Tube Recycling *	per linear foot		3.5%	$0	$1
p.	CFL & Tube Large Quantity (up to 15 CFLs and/or 30 feet) Recycling	flat fee		3.5%	$0	$11
r	Misc. Product Fee**	per items				actual cost
	***No cost for residents in RecycleMore service area. Proof of residency required**					
	***Includes market rate sale of more than ten (10) pounds of salvaged materials on a given day to permitted salvagers.**					
Parking Controls						
1.	**Appeals**					
	No Parking/Stopping Anytime Zones (includes two hours of Manager's time)	each		3.5%	$18	$519
2.	**Temporary No Parking/Stopping Anytime Signs**	each		3.5%	$0	$7
3.	**Temporary Barricades**					
a.	Pick-up/drop-off by City crew	per pick-up/drop-off		3.5%	$2	$63
b.	Replacement	per barricade		3.5%	$3	$96

VII. Planning

Description	Basis	Adopted FY 2018-19 (effective 5/7/2018)	NOTES
San Pablo Avenue Specific Plan Design Review			
Tier 1 Residential and Non-Residential Projects (includes signs)		$1,931	Cat Ex and mailing cost included
Tier 1 Permanent Signs		$549	Cat Ex and mailing cost included
Tier 1 Sidewalk Sign Permit (only)		$103	Cat Ex and mailing cost included
Tier 1 Temporary Sign and/or Banner		$51	Cat Ex and mailing cost included
Tier 1/AUP Sidewalk Seating (off ROW)		$560	Cat Ex and mailing cost included
AUP Sidewalk Seating (in ROW)		$604	Cat Ex and mailing cost included
Tier 1 - Minor		$778	Cat Ex and mailing cost included
Tier 2 Residential and Non-Residential Projects - Up to 2,500 sqft		$2,854	Mailing costs included
Tier 3 Residential and Non-Residential Projects - Up to 2,500 sqft		$3,678	Mailing costs included
Tier 2 Residential and Non-Residential Projects - 2,501 - 10,000 sqft		$4,735	Mailing costs included
Tier 3 Residential and Non-Residential Projects - 2,501 - 10,000 sqft		$6,155	Mailing costs included
Tier 2 Residential and Non-Residential Projects - 10,001 – 40,000 sqft		$8,711	Mailing costs included
Tier 3 Residential and Non-Residential Projects - 10,001 – 40,000 sqft		$9,535	Mailing costs included
Tier 2 Residential and Non-Residential Projects - 40,001 – 100,000 sqft		$12,612	Mailing costs included
Tier 3 Residential and Non-Residential Projects - 40,001 – 100,000 sqft		$13,437	Mailing costs included
Tier 2 Residential and Non-Residential Projects - 100,001+ sqft base fee plus per hour of staff time		$12,612 - after base fee depleted, project goes to hourly rate.	Mailing costs included
Tier 3 Residential and Non-Residential Projects - 100,001+ sqft base fee plus per hour of staff time		$13,437 - after base fee depleted, project goes to hourly rate.	Mailing costs included
Tier 4 Residential and Non-Residential Projects - Up to 10,000 sqft		$6,476	Mailing costs included
Tier 4 Residential and Non-Residential Projects - 10,001 – 40,000 sqft		$9,773	Mailing costs included
Tier 4 Residential and Non-Residential Projects - 40,001 – 100,000 sqft		$14,309	Mailing costs included
Tier 4 Residential and Non-Residential Projects - 100,001+ sqft base fee plus per hour of staff time		$14,309 - after base fee depleted, project goes to hourly rate.	Mailing costs included
Administrative Use Permit - Residential		$924	Cat Ex and mailing cost included
Conditional Use Permit - Residential		$2,663	Cat Ex and mailing cost included
Environmental Review (CEQA)			
Environmental Review - Specific Plan Environmental Check List and Initial Study		Consultant costs, plus City administrative fee (30% of consultant cost)	
Environmental Review - Categorical Exemption		$164	If not already included in fee
Notice of Exemption		County Clerk Filing Fees	
General Plan and Zoning Ordinance			
General/Specific Plan and/or Amendment	each	$18,182	
Zoning Amendment	each	$18,182	
Subdivisions and Lot Adjustments			
Tentative Parcel Map 1-4 lots	each	$6,782	
Tentative Tract Map 5-10 lots	each	$10,217	
Tentative Tract Map 11-25 lots	each	$13,667	
Tentative Tract Map 26+ lots (per lot)	per lot	$2,086	
Final Map 1-4 lots	each	$6,042	
Final Map 5+ lots	each	$7,984	
Exception to Subdivision Ordinance	each	$8,467	
Lot Line Adjustment or Lot Merger	each	$6,042	
Certificate of Compliance	each	$5,861	
Planned Development			
Planned Development	each	$37,263	Mailing costs included
Development Agreement	each	$40,934	Mailing costs included

VII. Planning

Description	Basis	Adopted FY 2018-19 (effective 5/7/2018)	NOTES
Development Fees			
Incentives Program Permit (Staff and Design Review Board review prior to application for Planning Commission action, does not include Use	each	$10,836	Mailing costs included
Large Family Day Care	each	$510	Mailing costs included
Accessory Dwelling Unit	each	$603	
Home Occupation	each	$82	
Zoning Clearance (Commercial)	each	$292	
Individual Business Sign Permit (as part of Master Sign Program)	each	$82	
Preliminary Review of Multi-Story Single FamilyConstruction (RAD)	each	$1,419	Cat Ex and mailing cost included
Unspecified or Research - hourly	per hour	$210	
Rebuild or Interpretation Letter	each	$833	
Fence Clearance	each	$82	
Residential Chicken Clearance	each	$82	
Honeybee Keeping Clearance	each	$82	Mailing costs included
Goat Weed Abatement Permit	each	$82	
Unanimous Neighbor Consent Exception for Chickens and Bees	each	$41	
Permit Amendment/Time Extension	each	1/2 Permit Fee	Mailing costs included
Appeals - By nonapplicant	each	$500	Mailing costs included
Appeals - By applicant	each	1/2 Current Fee	Mailing costs included
Community Development Director	per hour	$236	
Development Services Manager	per hour	$181	
Senior Planner	per hour	$164	
Massage	each	$502	
Cannabis Permit - Operator	Deposit account	as needed to cover cost of application	
Design Review and Signs			
Residential - 1 unit and projects deemed minor by Planning Manager	each	$778	Mailing costs included
Residential - 2 - 4 units	each	$2,854	Mailing costs included
Residential - 5 - 10 units	each	$4,735	Mailing costs included
Residential - 11+ units	each	$7,063	Mailing costs included
Nonresidential - 1 - 2,500 s.f.	each	$1,748	Mailing costs included
Nonresidential - 2,501 - 10,000 s.f.	each	$3,487	Mailing costs included
Nonresidential - 10,000+ s.f.	each	$6,097	Mailing costs included
Administrative Design Review		$1,748	Mailing costs included
Permanent signs conforming to sign regulations	each	$549	
Temporary signs	each	$51	
Sidewalk Sign Permit (only)		$51	
Variances			
Variance - Residential	each	$4,492	Mailing costs included
Variance - Nonresidential	each	$6,775	Mailing costs included
Miscellaneous			
Pre-Application Review Meeting with Staff	each	$0	staff review and comments provided toapplicant
Pre-Application Study Session with Planning Commission or Design Review Bord	each	$3,763	staff review and up to two public "meetings"
Landscape Consultant or Design Consultant	each	Cost of consultant's time plus 30% administrative overhead	
Document Library and Associated Fees			
Electronic Media-CD (of Plans etc.)	each	$19	
Laserfiche/Archiving	per page/sheet	$3	
Zoning Map	each	$14	
General Plan Map	each	$14	
Specific Plan	each	$202	
Urban Greening Plan	each	$132	
Active Transportation Plan	each	$132	
General Plan	each	$46	
Zoning Questionaire	each	$41	
Use Permits			
Use Permit Residential - 1 unit		$1,839	Projects deemed minor by Development Services Manager. Mailing costs included.
Use Permit Residential - 2-4 units		$3,081	Mailing costs included
Use Permit Residential - 5-10 units		$3,905	Mailing costs included
Use Permit Residential - 11+ units		$4,729.00	Mailing costs included
Administrative Use Permit		$1,015	Mailing costs included
Administrative Use Permit - Keeping Animals (Title 7)		$924	Mailing costs included
Temporary Use Permit		$924	Mailing costs included

Note: Fees are based on the City's Cost Allocation Study to cover the cost of processing applications for all projects. The Development Services Manager may determine a project to be unusually complex or time consuming, and require a deposit at the time of application for estimated staff and consultant costs. If a standard fee has previously been paid, additional deposits may be required to cover extraordinary costs resulting from unforeseen complexities, delays or extra meetings. Hourly staff costs are based on employee wages and benefits, overhead, equipment and supervision, as determined by the City's Cost Allocation Study. Charges for third-party consultants will equal actual contract costs plus 30% administrative charge.

XI. MISCELLANEOUS BUILDING PERMIT FEES

The following permit fee table includes fees for miscellaneous projects other than new construction such as remodels, additions, repairs, reroofs, decks, carports, patio rooms, and retaining walls. These fees include any associated mechanical, plumbing, or electrical work. The table also includes additional miscellaneous fees that apply to all building permits, including new construction.

Intake and Plan check fees as indicated are due and payable at the time of submittal.

This table effective 5/7/2018 to 6/30/2019

Item	Unit	Comment	Intake and Plan Check	Issuance and Inspection	Total Fee
Standard Hourly Rate	per hour	Charges for projects that do not fit into categories listed.	NA	NA	$152.00
MISCELLANEOUS PROJECTS					
Antenna (i.e. res HAM or CB)	each		$236.36	$363.64	$600.00
Equipment Container/Building (PreFab)	each		$342.33	$526.67	$869.00
Cellular/Mobile Phone, free-standing	each		$479.42	$737.58	$1,217.00
Cellular/Mobile Phone, co-location	each		$223.36	$343.64	$567.00
Awning or Canopy	each		$174.52	$268.48	$443.00
Balcony addition	each		$272.61	$419.39	$692.00
Change or Assigned Address Request	each		NA	NA	$380.00
Change of Occupancy/Use	each		$126.85	$195.15	$322.00
Close Existing Openings	each		$144.97	$223.03	$368.00
Commercial Coach (per unit)	each unit		$228.09	$350.91	$579.00
Commercial Vapor Recovery Systems	each		$222.18	$341.82	$564.00
Demolition Pre-Inspection	each		$87.85	$135.15	$223.00
Demolition Inspection	each		$102.42	$157.58	$260.00
Dry Rot/Termite Repair (Minor)	each		$626.00	$29.00	$655.00
Earthquake Mitigation Inspection - first hour	per hour		NA	$30.00	$253.00
Earthquake Mitigation Inspection - add't hour	per hour		NA	NA	$120.00
Fire Permit Handling Fee	each		NA	NA	$97.00
Flag pole	each		$138.27	$212.73	$351.00
Permit Renewal (within one year of expiration)	each	50% of original permit fee			
Permit Renewal (after one year of expiration)	each	100% of original fee			
Permit Re-Inspection Fee	per hour	1/2 hour minimum			$144.00
Emergency (Non-Scheduled) Call-Out Fee	per hour	4 hour minimum			$120.00
After Hours (Scheduled) Call-Out Fee	per hour	2 hour minimum			$144.00
Each additional hour emergency or aftr hours	per hour				$120.00
Research (first 1/2 hour)	per 1/2 hour	up to one half hour			$105.00
Each additional 1/2 hour (or portion thereof)	per 1/2 hour				$52.00
Residential Drainage – French Drain/Sump Pump	each		$138.27	$212.73	$351.00
Revisions to Existing Permits - Minor	each	flat fee - not per hour	$208.00	NA	$208.00
Revisions to Existing Permits - Major	per hour	3 hour minimum charge	$208.00	NA	$208.00
Supplemental Plan Check Fee	per hour		$184.00		$184.00
Supplemental Inspection Fee	per hour			$144.00	$144.00
Soils Review (City Staff Processing Only)	each		$97.00		$97.00
Soils Report Review Fee (Consultant Review)			$2,000.00		$2,000.00
FEMA Flood Zone Review	each		$479.00	NA	$479.00
ACCESSORY STRUCTURES					
Accessory Structure/Storage shed <= 200 sq.ft.- no MEP		up to 200 sq ft	$216.67	$333.33	$550.00
Accessory Structure/Storage shed - no MEP >200 sq ft		each additional 100 sq ft or fraction thereof above 200 sq. ft.	$19.70	$30.30	$50.00
Carport	each		$248.58	$382.42	$631.00
Garage (detached) < =500 sq ft	each		$307.67	$473.33	$781.00
Garage (detached) > 500 sq ft	additional	each additional 100 sq ft or fraction thereof	$60.67	$93.33	$154.00

XI. MISCELLANEOUS BUILDING PERMIT FEES

Item	Unit	Comment	Intake and Plan Check	Issuance and Inspection	Total Fee
ACCESSORY DWELLING UNITS		Fees represent 75% of full cost recovery			
Accessory Dwelling Unit - Addition per 300 sq.ft.	each 300 square feet or fraction thereof	includes kitchen and bath	$534.97	$823.03	$1,358.00
Accessory Dwelling Unit - Conversion per 300 sq.ft.	each 300 square feet or fraction thereof	includes kitchen and bath	$403.39	$620.61	$1,024.00
ALTERATIONS/ADDITIONS					
Room Addition - First Story: <=300 sq ft	1st 300 sq. ft.	First 300 sq.ft. without engineeering calculations	$405.76	$624.24	$1,030.00
Room Addition - First Story: <=300 sq ft (with calcs)	1st 300 sq.ft.	First 300 sq.ft. with engineering calculations	$432.15	$664.85	$1,097.00
Room Addition - First Story: >300 sq ft (with or without engineer's calculations)	Additional	Per each additional 100 sq.ft. or fraction thereof above first 300 sq.ft.	$104.39	$160.61	$265.00
Remodel <=300 sq ft w/o kit. or bath	up to 300 sq.ft.		$325.39	$500.61	$826.00
Remodel >300 sq. ft.	additional	each additional 100 sq ft or fraction thereof	$60.67	$93.33	$154.00
Remodel - Kitchen/Bathroom	each	regardless of size	$257.24	$395.76	$653.00
Remodel - Additional Kitchen/Bathroom Remodel	each additional	50% of the 1st kit or bath when done at the same time as the first.	$104.39	$160.61	$265.00
Misc Bathroom Repair (1 fixture maximum)	each		$99.67	$153.33	$253.00
Misc Minor Repairs	each		$99.67	$153.33	$253.00
New or remodel commercial bathroom	each		$354.55	$545.45	$900.00
New Residential or accessory building bathroom or kitchen	each		$265.12	$407.88	$673.00
DECKS					
Deck - New <=100 sq ft	each	Small decks of up to 100 sq. ft.	$208.79	$321.21	$530.00
Deck - New 101-500 sq ft	each	Decks larger than 100 and up to 500 sq. ft.	$293.48	$451.52	$745.00
Deck - New 501 + sq ft	each additional 500 sq.ft.	Additional fee per additional 500sq.ft.or fraction thereof for decks larger than 500 sq.ft	$90.61	$139.39	$230.00
Deck - Repair (up to 25% of orig sq ft) <100 sq ft	each	Small decks of up to 100 sq. ft.	$147.73	$227.27	$375.00
Deck - Repair (up to 25% of orig sq ft) 101 < 500 sq ft	each	Decks larger than 100 and up to 500 sq. ft.	$232.42	$357.58	$590.00
Deck - Repair (up to 25% of orig sq ft) 501 + sq ft	each additional 500 sq ft	Additional fee per 500 sq.ft.or fraction thereof for decks larger than 500 sq.ft.	$37.03	$56.97	$94.00
ELECTRIC VEHICLE CHARGING					
Electric Vehicle Charging Stations: Residential	each		$101.24	$155.76	$257.00
Electric Vehicle Charging Stations: Commercial	each		$212.33	$326.67	$539.00
FENCES					
Fence or Freestanding Wall (6-10' high non-masonry) <=100 lf	each	1st 100 lineal feet	$151.67	$233.33	$385.00
Fence or Freestanding Wall (6-10' high non-masonry) each additional 100 lf	additional	each additional 100 lf or fraction thereof of fence or wall	$32.30	$49.70	$82.00
Fence or Freestanding Wall (<10' high masonry) <=100 lf	each	1st 100 lineal feet	$307.67	$473.33	$781.00
Fence or Freestanding Wall (<10' high masonry) each additional 100 lf	additional	each additional 100 lf or fraction thereof of fence or wall	$47.27	$72.73	$120.00

XI. MISCELLANEOUS BUILDING PERMIT FEES

Item	Unit	Comment	Intake and Plan Check	Issuance and Inspection	Total Fee
FIREPLACE					
Fireplace: Masonry	each		$270.64	$416.36	$687.00
Fireplace: Pre-Fabricated/Metal	each		$222.97	$343.03	$566.00
Fireplace: Demo	each		$161.91	$249.09	$411.00
FOUNDATION					
Foundation Repair - Non-Engineered	1st 100 lf	up to 100 lf	$212.33	$326.67	$539.00
Foundation Repair - Non-Engineered	additional 50 lf	each additional 50 lf or fraction thereof	$60.67	$93.33	$154.00
Foundation Repair - Engineered	1st 100 lf	up to 100 lf	$286.79	$441.21	$728.00
Foundation Repair - Engineered	additional 50 lf	each additional 50 lf or fraction thereof	$60.67	$93.33	$154.00
PARTITIONS					
Partition - Commercial, Interior <= 30 lf	up to 30 lf		$161.91	$249.09	$411.00
Additional commercial partition >30 lf	additional 30 lf	each additional 30 lf or fraction thereof	$37.03	$56.97	$94.00
Partition - Residential, Interior <= 30 lf	up to 30 lf		$161.91	$249.09	$411.00
Additional residential partition >30 lf	additional 30 lf	each additional 30 lf or fraction thereof	$37.03	$56.97	$94.00
PATIO AND PORCH					
Covered Porch			$171.76	$264.24	$436.00
Patio Cover: Wood frame <= 300 sq.ft.	up to 300 sq.ft.		$173.73	$267.27	$441.00
Patio Cover: Metal frame <= 300 sq.ft.	up to 300 sq.ft.		$173.73	$267.27	$441.00
Additional patio cover of wood or metal >300 sq.ft.	each additional 300 sq ft or fraction thereof		$48.85	$75.15	$124.00
Patio Room: Enclosed, wood frame	up to 300 sq.ft.		$260.00	$400.00	$660.00
Patio Room: Enclosed, metal frame	up to 300 sq.ft.		$260.00	$400.00	$660.00
Additional enclosed patio wood or metal >300 sq.ft.	each additional 300 sq ft or fraction thereof		$121.73	$187.27	$309.00
RETAINING WALLS					
Retaining Wall: Standard Design Non Engineered	up to 50 lf		$199.33	$306.67	$506.00
Additional retaining wall >50 lf	additional	each additional 50 lf or fraction thereof	$48.85	$75.15	$124.00
Retaining Wall: Special Design, 3-10 ft High and Engineered			$337.21	$518.79	$856.00
Additional retaining wall >50 lf		each additional 50 lf or fraction thereof	$60.67	$93.33	$154.00
Retaining Wall: Special Design, Over 10 ft High and Engineered			$432.15	$664.85	$1,097.00
Additional retaining wall >50 lf		each additional 50 lf or fraction thereof	$97.70	$150.30	$248.00
ROOFS					
Misc Roof Repair < 500 sq ft	each		$99.67	$153.33	$253.00
Re-Roof Residential: <=1,500 sq ft	each	up to 1,500 sq ft	$135.52	$208.48	$344.00
Re-Roof Residential: Each additional 100 sf		each additional 100 sq ft or fraction thereof	$3.55	$5.45	$9.00
Re-Roof Commercial: <5,000 sq ft	each	up to 5000 sq.ft.	$170.97	$263.03	$434.00
Re-Roof Commercial: 5,001 - 10,000 sq ft	each	each roof within this range	$242.27	$372.73	$615.00
Re-Roof Commercial: 10,001 - 20,000 sq ft	each	each roof within this range	$313.58	$482.42	$796.00
Re-Roof Commercial: 20,001 - 50,000 sq ft	each	each roof within this range	$408.91	$629.09	$1,038.00
Re-Roof Commercial: 50,001 - 100,000 sq ft	each	each roof within this range	$503.85	$775.15	$1,279.00
Re-Roof Commercial: >100,001 (each add't 10,000 sq. ft.)		Each additional 10,000 sq. ft. or fraction thererof above 100,000 sq. ft.	$76.03	$116.97	$193.00
Roof Structure Replacement <= 100 sq.ft.	each	up to 100 sq.ft.	$161.91	$249.09	$411.00
Additional roof structure replacement > 100 sq.ft.	additional above first 100 sq.ft.	each additional 100 sq ft or fraction thereof.	$37.03	$56.97	$94.00

XI. MISCELLANEOUS BUILDING PERMIT FEES

Item	Unit	Comment	Intake and Plan Check	Issuance and Inspection	Total Fee
SEISMIC IMPROVEMENT					
Seismic Retrofit/Structural Strengthening Engineered	each		$209.58	$322.42	$532.00
Seismic Retrofit/Structural Strengthening Non-Engineered	each		$209.58	$322.42	$532.00
Seismic Retrofit/Structural Strengthening using Planset A	each	When designed using Standard Planset A or using prescriptive measures in the 2016 California Existing Building Code Appendix Chapter A3.	$104.79	$161.21	$266.00
SIDING AND STUCCO					
Siding <= 400 sq.ft.	up to 400 sq ft		$99.67	$153.33	$253.00
Additional siding >400 sq.ft.		each additional 400 sq ft or fraction thereof	$35.45	$54.55	$90.00
Stucco Applications <= 400 sq.ft.	up to 400 sq.ft.		$123.70	$190.30	$314.00
Additional Stucco Application >400 sq.ft.	additional	each additional 400 sq ft or fraction thereof	$23.64	$36.36	$60.00
SIGNS					
Sign: Structural			$209.58	$322.42	$532.00
Signs: Non-Structural			$138.27	$212.73	$351.00
SKYLIGHTS					
Skylight: <=10 sf	each		$126.45	$194.55	$321.00
Skylight: >10 sf or structural	each		$151.67	$233.33	$385.00
SOLAR ENERGY					
Solar Photovoltaic up to 10KW	each system		$138.27	$212.73	$351.00
Solar PV each10KW or fraction thereof over 10KW	additional	added to 10 Kw base	$69.73	$107.27	$177.00
STORAGE RACKS					
Storage Racks: 0-5' high (<=100 lf)	each	1st 100 lf	$138.27	$212.73	$351.00
Storage Racks: 5-8' high (<=100 lf)	each	1st 100 lf	$161.91	$249.09	$411.00
Storage Racks: over 8' high (<=100 lf)	each	1st 100 lf	$199.33	$306.67	$506.00
Storage Racks: each additional 100 lf of any type		each additional 100 lf or fraction thereof above the first 100 lf.	$48.85	$75.15	$124.00
SWIMMING POOLS, SPAS, HOT TUBS, SAUNAS					
Spa or Hot Tub (Pre-fabricated)	each		$138.27	$212.73	$351.00
Sauna	each		$185.94	$286.06	$472.00
Swimming Pool: Residential	each		$246.61	$379.39	$626.00
Swimming Pool: Commercial pool (<=800 sf)	each	up to 800 sq.ft.	$527.48	$811.52	$1,339.00
Swimming Pool: Commercial pool (> 800 sf)	additional	each additional 100 sq ft or fraction thereof above first 800 sq.ft.	$60.67	$93.33	$154.00
TENANT IMPROVEMENTS					
Office Tenant Improvement - Minimum		First 500 sq.ft.	$673.64	$1,036.36	$1,710.00
Office Tenant Improvement - Above 500 sq. ft.		per addn'l 100 sq ft or fraction thereof above 500 sq. ft.	$59.09	$90.91	$150.00
Retail Tenant Improvement - Minimum		First 500 sq.ft.	$728.79	$1,121.21	$1,850.00
Retail Tenant Improvement - 501 sq.ft. to 25,000 sq.ft.	added to minimum	per addn'l 100 sq ft or fraction thereof above 500 sq. ft.and up to 25,000 sq.ft.	$42.94	$66.06	$109.00
Retail Tenant Improvement > 25,000 sq.ft.	added to minimum plus mid bracket	each addn'l 100 sq ft or fraction thereof above 25,000 sq. ft.	$20.48	$31.52	$52.00
Restaurant Tenant Improvement - Minimum		first 750 sq.ft.	$925.76	$1,424.24	$2,350.00
Restaurant Tenant Improvement - Above 750 sq. ft.		per addn'l 100 sq ft or fraction thereof above 750 sq. ft.	$74.85	$115.15	$190.00

XI. MISCELLANEOUS BUILDING PERMIT FEES

Item	Unit	Comment	Intake and Plan Check	Issuance and Inspection	Total Fee
WINDOWS AND DOORS - NEW AND REPLACEMENTS					
New door (non- structural-replacement)	each		$51.21	$78.79	$130.00
New door (structural shear wall/masonry)	each		$104.39	$160.61	$265.00
Windows - Structural or with stucco break-out	1st opening	one window, sliding glass door, or solar tube	$209.58	$322.42	$532.00
Windows - Structural (Additional) when done at the same time as the first opening	each additional	each additional window, sliding glass door, or solar tube done at the same time as the first.	$35.45	$54.55	$90.00
Windows - Non-Structural/Replacement or solar tubes	only one window	windows, sliding glass doors, and solar tubes	$76.03	$116.97	$193.00
Windows - Non-Structural/Replacement or solar tubes	1 to 5 windows	first 5 windows, sliding glass doors, solar tubes done at the same time	$123.70	$190.30	$314.00
Windows - Non-Structural Additional Windows or solar tubes	additional	each additional 5 windows, sliding glass doors, solar tubes or fraction thereof	$23.64	$36.36	$60.00
RENTAL HOUSING INSPECTION PROGRAM					
Rental Housing Inspection: Single Family	each	per dwelling unit			$241.00
Rental Housing Inspection: Multi-Family	each	First unit in building or complex			$211.00
Rental Housing Inspection: Multi-Family	each	each additional unit in the same building or complex			$120.00
Rental Housing Inspection: Re-Inspection Fee	each	additional inspections after the first reinspection			$57.00
MISCELLANEOUS ADDITIONAL FEES AND ASSESSMENTS					
Document Imaging	per page of all required documents				$3.00
Continuing Education	each permit				$5.00
Issue New Certificate of Occupancy	each				$250.00
Planning Plan Review (if needed)	20% of Buillding permit fee				
Public Works Plan Review (if needed)	20% of Buillding permit fee				
Public Works Engineering Site Inspection (if needed)	20% of Buillding permit fee				
Fire Department Plan Review (if needed)				See Fire FeeSchedule	
Real Estate Transfer Inspection and Certificate: Residential/Commercial	First hour				$208.00
Real Estate Transfer Inspection and Certificate: Residential/Commercial	each additional hour or fraction thereof				$167.00
SPA Specific Plan Maintenance Fee - Construction of new residential units	per residential unit				$200.00
SPA Specific Plan Maintenance Fee - Additions to existing non-residential buildings	per new non-residential additional sq.ft.				$0.18

XII. MECHANICAL, PLUMBING, ELECTRICAL (MPE) PERMITS

The following permit fee tables are for all stand alone Mechanical, Plumbing, and Electrical work that is not included in new construction and other miscellaneous permits.

The permit issuance fee (travel and documentation) is to be added to the mechanical, plumbing, or electrical permit fees listed below.

MPE fees effective 5/7/2018 to 6/30/2019

Item	Unit	Adopted FY 2018-19 Fee
Permit Issuance Fee (applies to all MP&E permits)	each permit	$97.00
MECHANICAL PERMIT FEES		
Stand Alone Mechanical Plan Check	per hour or fraction thereof	$184.00
Minimum Mechanical Permit for Miscellaneous Work	each	$60.00
A/C (residential)	each	$90.00
Furnaces (FAU, floor)	each	$124.00
Heater (wall)	each	$154.00
Appliance Vent/Chimney (only)	each	$60.00
Refrigeration Compressor	each	$90.00
Boiler - < 2,000k BTU	each	$124.00
Boiler - greater than 2,000k BTU	each	$214.00
Chiller	each unit	$90.00
Central Heating System - New (includes duct, gas piping, electric, etc.)	each	$214.00
Fan Coil Unit	each	$60.00
Heat Pump (package unit)	each	$90.00
Heater (unit, radiant, etc)	each	$154.00
Air Handler w/ducts to 10k CFM	per hour	$60.00
Air Handler w/ducts more than 10k CFM	per hour	$60.00
Duct Work only each outlet/register	each	$30.00
Evaporative Cooler	each	$60.00
Make-up Air System	each	$90.00
Moisture Exhaust Duct (clothes dryer)	each	$60.00
Variable Air Volume Box (including duct work)	each	$90.00
Vent Fan (single duct)	each	$60.00
Vent System	each	$90.00
Exhaust Hood and Duct (residential)	per hour	$60.00
Exhaust Hood - Type I (commercial grease hood)	per hour	$120.00
Exhaust Hood - Type II (commercial steam hood)	per hour	$90.00
Non-Residential Incinerator	per hour	$301.00
Refrigerator Condenser Remote	per 1/2 hour	$180.00
Walk-in Box/Refrigerator Coil	per 1/2 hour	$90.00
Other Mechanical Inspections (min. 1\2 hr increments or fraction thereof)	per hour	$120.00

XII. MECHANICAL, PLUMBING, ELECTRICAL (MPE) PERMITS

Item	Unit	Adopted FY 2018-19 Fee
PLUMBING / GAS PERMIT FEES		
Stand Alone Plumbing Plan Check	per hour or fraction thereof	$135.00
Minimum Plumbing Permit for Miscellaneous Work	each	$60.00
Fixtures (each three)	each three or fraction thereof	$90.00
Gas System (one outlet)	one only	$90.00
Gas System (first five outlets)	first five	$120.00
Gas Outlets (each additional)	each additional above first 5	$19.00
Building Sewer	each	$60.00
Grease Trap	each	$90.00
Ejector Pump	each	$90.00
Backflow Preventer (first five)	first five	$90.00
Backflow Preventer (>5)	each additional above first 5	$19.00
Roof Drain - Rainwater System	each	$60.00
Water Heater (new and replacements)	each	$60.00
Water Pipe Repair/Replacement per dwelling unit	each	$120.00
Water Service	each	$60.00
Drain-Vent Repair/Alterations	each main or branch line	$60.00
Drinking Fountain	each	$60.00
Solar Water System Fixtures (solar panels, tanks, water treatment equipment)	each system	$213.00
Graywater Systems	each system	$222.00
Swimming Pool Piping and Gas	each pool	$120.00
Medical Gas System (each outlet)	each outlet	$180.00
Sump Pump	each	$90.00
Private Storm Drainage System (each Inlet)	each inlet	$60.00
Other Plumbing and Gas Inspections (min. 1\2 hr increments or fraction thereof)	per hour	$120.00
ELECTRICAL PERMIT FEES		
Stand Alone Electrical Plan Check	per hour or fraction thereof	$135.00
Minimum Electrical Permit for Miscellaneous Work	each	$60.00
Single Phase Service (per 100 amps)	per 100 amps	$30.00
Three Phase Service (per 100 amps)	per 100 amps	$60.00
Electrical Subpanel with subfeed	each	$60.00
15 or 20 amp circuits - first ten	first ten circuits	$90.00
15 or 20 amp circuits - each additional	each add'l circuit above the first 10	$9.00
25 to 40 amp circuits	each	$60.00
50 to 175 amp circuits	each	$60.00
200 amp and larger circuits	each	$60.00
Temporary Service	each	$60.00
Temporary Pole	each	$60.00
Light Poles Commercial - first	first pole	$309.00
Light Poles Commercial - additional	each add'l pole above the first	$60.00
Pre-Inspection/consultation	each	$90.00
Swimming Pool/Spa	each	$120.00
Solar Photovoltaic Repairs	each	$90.00
Generator Installation - Residential	each	$343.00
Generator Installation - Commercial	each	$497.00
Electrical Outlets (receptable & light fixture)	first ten	$90.00
Electrical Outlets (each additional)	each add'l outlet above the first	$9.00
Other Electrical Inspections (min. 1\2 hr increments or fraction thereof)	per hour or fraction thereof	$120.00

X. NEW CONSTRUCTION VALUATION TABLES

These tables are used to calculate permit and plan review fees based on the valuation of all new residential, commercial, and industrial construction not covered in the miscellaneous building fee table. Valuation will be determined by the 1997 UBC Valuation Table and adjusted by the S.F. Bay Area Engineering News Record Construction Cost Index increase from 1997 to January 2018.

These tables are effective 5/7/2018 to 6/30/2019

Permit Issuance and Inspection Fee

Building Permit Fees (Schedule A2)- Suggested - 90% Cost Recovery

Valuation	Fee								
$1 - $800	$69.00								
$501 - $3,000	$69.00	for first	$800	plus	$6.11	for each additional	$100	or fraction thereof, to and including	$3,000
$3,001 - $38,000	$203.34	for first	$3,000	plus	$27.06	for each additional	$1,000	or fraction thereof, to and including	$38,000
$38,001 - $75,000	$1,150.28	for first	$38,000	plus	$20.00	for each additional	$1,000	or fraction thereof, to and including	$75,000
$75,001 - $150,000	$1,890.23	for first	$75,000	plus	$13.70	for each additional	$1,000	or fraction thereof, to and including	$150,000
$150,001 - $750,000	$2,917.92	for first	$150,000	plus	$10.96	for each additional	$1,000	or fraction thereof, to and including	$750,000
$750,001 - $1,500,000	$9,495.17	for first	$750,000	plus	$9.30	for each additional	$1,000	or fraction thereof, to and including	$1,500,000
$1,500,001 - $10,000,000	$16,468.82	for first	$1,500,000	plus	$7.96	for each additional	$1,000	or fraction thereof, to and including	$10,000,000
$10,000,001 - and up	$84,149.30	for first	$10,000,000	plus	$3.79	for each additional	$1,000	or fraction thereof	

Plan Review Only (65% of Inspection and Inssuance Fee)

Building Permit Fees (Schedule A2)- Suggested - 90% Cost Recovery

Valuation	Fee								
$1 - $800	$44.85								
$501 - $3,000	$44.85	for first	$800	plus	$3.97	for each additional	$100	or fraction thereof, to and including	$3,000
$3,001 - $38,000	$132.17	for first	$3,000	plus	$17.59	for each additional	$1,000	or fraction thereof, to and including	$38,000
$38,001 - $75,000	$747.69	for first	$38,000	plus	$13.00	for each additional	$1,000	or fraction thereof, to and including	$75,000
$75,001 - $150,000	$1,228.65	for first	$75,000	plus	$8.91	for each additional	$1,000	or fraction thereof, to and including	$150,000
$150,001 - $750,000	$1,896.65	for first	$150,000	plus	$7.13	for each additional	$1,000	or fraction thereof, to and including	$750,000
$750,001 - $1,500,000	$6,171.86	for first	$750,000	plus	$6.04	for each additional	$1,000	or fraction thereof, to and including	$1,500,000
$1,500,001 - $10,000,000	$10,704.73	for first	$1,500,000	plus	$5.18	for each additional	$1,000	or fraction thereof, to and including	$10,000,000
$10,000,001 - and up	$54,697.05	for first	$10,000,000	plus	$2.46	for each additional	$1,000	or fraction thereof	

Combination Permit and Issuance Fee plus Plan Check Fee

Building Permit Fees (Schedule A2)- Suggested - 90% Cost Recovery

Valuation	Fee								
$1 - $800	$113.85								
$501 - $3,000	$113.85	for first	$800	plus	$10.08	for each additional	$100	or fraction thereof, to and including	$3,000
$3,001 - $38,000	$335.51	for first	$3,000	plus	$44.64	for each additional	$1,000	or fraction thereof, to and including	$38,000
$38,001 - $75,000	$1,897.97	for first	$38,000	plus	$33.00	for each additional	$1,000	or fraction thereof, to and including	$75,000
$75,001 - $150,000	$3,118.87	for first	$75,000	plus	$22.61	for each additional	$1,000	or fraction thereof, to and including	$150,000
$150,001 - $750,000	$4,814.57	for first	$150,000	plus	$18.09	for each additional	$1,000	or fraction thereof, to and including	$750,000
$750,001 - $1,500,000	$15,667.04	for first	$750,000	plus	$15.34	for each additional	$1,000	or fraction thereof, to and including	$1,500,000
$1,500,001 - $10,000,000	$27,173.56	for first	$1,500,000	plus	$13.14	for each additional	$1,000	or fraction thereof, to and including	$10,000,000
$10,000,001 - and up	$138,846.35	for first	$10,000,000	plus	$6.25	for each additional	$1,000	or fraction thereof	

CITY OF EL CERRITO BUILDING VALUATION TABLE DATA

The following building valuation data are derived from the 1997 Uniform Building Code and adjusted with 1.725 S.F. Bay Area ENR construction cost index 1997-2018 increase and regional modifier of 1.16.

Occupancy and Type	per/sqft	Occupancy and Type	per/sqft	Occupancy and Type	per/sqft	Occupancy and Type	per/sqft
APARTMENT BUILDINGS (R-2 OCC)		**DWELLINGS R-3 OCC)**		**LIBRARIES (A-3 OCC)**		**RESTAURANTS (A-2, B OCC)**	
Type I-A or II-A*	$218.48	Type V-B - Wood Frame	$184.87	Type I-A or II-A	$232.88	Type III-A	$194.87
Type V-A Masonry (or Type III)	$177.46	Type V-B- Wood Frame (Engrd)	$203.35	Type II-A	$170.46	Type III -B	$188.27
Type V-B - Wood Frame	$164.06	Type V-B - Masonry	$193.87	Type II -B	$162.06	Type V-A	$178.46
Type I Basement Garage	$74.83	Basements		Type III-A	$180.06	Type V-B	$171.46
Type V-A	$179.06	Semi Finished	$46.42	Type III -B	$171.06		
		Unfinished	$35.41	Type V-A	$169.06		
				Type V-B	$162.06	**SCHOOLS (E OCC)**	
AUDITORIUMS (A-3 OCC)		**FIRE STATIONS (Essential Services)**				Type I-A & B	$222.48
Type I or II-A	$209.67	Type I-A or II-A	228.8814	**MEDICAL OFFICES (B OCC)**		Type II-A	$151.85
Type II-B	$151.85			Type I-A or II-A*	239.085	Type III-A	$162.46
		Type II -B	142.0505	Type IIA	184.4656	Type III -B	$156.26
Type III -A	$159.66	Type III-A	164.8586	Type II -B	175.2623	Type V-A	$152.25
Type III -B	$151.45	Type III -B	157.8562	Type III-A	200.0712	Type V-B	$145.25
Type V-A	$152.65	Type V-A	154.655	Type III -B	186.2663		
Type V-B	$142.45	Type V-B	146.6522	Type V-A	180.4642		
				Type V-B	174.0619	**SERVICE STATIONS (Special OCC)**	
		CARE FACILITIES (R-4, R-2.1, R-3.1 OCC)				Type II -B	$134.45
BANKS (B OCC)		Type I-A or II-A	$207.47	**OFFICES (B OCC)****		Type III-A	$140.25
Type I-A or II-A*	$296.31	Type II-A	$207.47	Type I-A or II-A*	$213.68	Type V-A	$119.44
Type II-A	$218.28	Type II -B	$161.26	Type II-A	$143.05	Canopies	$56.02
Type II -B	$211.28	Type III-A	$175.46	Type II -B	$136.25		
Type III-A	$240.89	Type III -B	$168.26	Type III-A	$154.86		
Type III -B	$232.28	Type V-A	$169.46	Type III -B	$147.65	**STORES (M OCC)**	
Type V-A	$218.28	Type V-B	$163.66	Type V-A	$144.65	Type I-A or II-A*	$164.86
Type V-B	$209.07			Type V-B	$136.25	Type II-A	$100.84
		HOTELS AND MOTELS (R-1 OCC)				Type II -B	$98.64
BOWLING ALLEYS (A-3 OCC)		Type I-A or II-A	$202.07	**PRIVATE GARAGES (U OCC)**		Type III-A	$122.64
Type II-A	$102.04	Type III-A	$175.06	Type V-B - Wood Frame	$46.62	Type III -B	$115.04
Type II -B	$95.23	Type III -B	$166.86	Type V-B - Masonry:	$54.82	Type V-A	$103.24
Type III-A	$111.04	Type V-A	$152.45	Carport	$28.11	Type V-B	$95.43
Type III -B	$103.84	Type V-B	$149.45				
Type V-A	$74.83						
		INDUSTRIAL, FACTORIES (F-1, F-2 OCC)		**PUBLIC BUILDINGS (A-3, B OCC)**		**THEATERS (A-1 OCC)**	
CHURCHES (A-3 OCC)		Type I-A or II-A	$113.84	Type I-A or II-A*	$246.89	Type I-A or II-A	$219.68
Type I-A or II-A	$198.47			Type II-A	$200.07	Type III-A	$160.06
Type II-A	$149.05	Type II -B	$72.83	Type II -B	$191.27	Type III -B	$152.45
Type II -B	$141.65	Type III-A	$87.23	Type III-A	$207.67	Type V-A	$150.65
Type III-A	$162.06	Type III -B	$82.23	Type III -B	$200.47	Type V-B	$142.45
Type III -B	$154.86	Tilt-Up	$60.02	Type V-A	$190.07		
Type V-A	$151.45	Type V-A	$82.23	Type V-B	$183.27		
Type V-B	142.4507	Type V-B	$75.23			**WAREHOUSES (S1, S2)*****	
				PUBLIC GARAGES (S2)		Type I-A or II-A	$98.84
CONVALESCENT HOSPITALS (I-2 OCC)		**JAILS:**		Type I-A or II-A*	$97.83	Type V-A	$58.62
Type I-A or II-A*	$278.50	Type I-A or II-A	$318.31	Type I-A or II-B Open Parking*	$73.43	Type II-B or V-B	$55.02
Type II-A	$193.27	Type III-A	$291.10	Type II -N	$56.02	Type III-A	$66.42
Type III-A	$198.07	Type V-A	$218.28	Type III 1-Hour	$74.03	Type III -B	$63.22
Type V-A	$186.67			Type III -N	$65.82		
				Type V 1-Hour	$67.42		

*Add 0.5 percent to total cost for each story over 3

** Deduct 20 percent for shell only buildings

Effective 1/1/2018 to 6/30/2018

*** Deduct 11 percent for mini-warehouses

Increases are based on the Engineering News Record Construction Cost Index increase for the San Francisco Bay Area as of June of each year.

THE CITY OF EL CERRITO

AGENDA BILL

Agenda Item No. 6(C)

Date: April 17, 2018

To: El Cerrito City Council

From: Shannon Collins, Accounting Supervisor
Yvetteh Ortiz, Public Works Director
Mark Rasiah, Finance Director/Treasurer

Subject: Public Hearing regarding Fiscal Year 2018-19 Storm Drain Annual Report and Method of Collecting Storm Drain Fees

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ACTION REQUESTED

Conduct a public hearing and upon conclusion adopt a resolution approving the Fiscal Year 2018-19 Storm Drain Annual Report and directing that Storm Drain Fees be collected on the property tax rolls.

BACKGROUND

In March 1993, the voters of the City of El Cerrito approved the issuance of $6.3 million in revenue bonds for the reconstruction of the City's storm drain system. In June 1993, the City Council adopted Ordinance 93-4, which amends Title 4 (Revenue and Finance) of the El Cerrito Municipal Code by adding a new Chapter 4.44, providing for the imposition and collection of Storm Drain Fees to pay the debt service on the revenue bonds and to fund the acquisition, construction, reconstruction, maintenance, and operation of storm drain facilities. Ordinance 93-4 set the Storm Drain Fee at $58 for each single-family residential property and other amounts for other property types.

Ordinance 93-4 further provided that the Storm Drain Fees are to be collected on the property tax roll, based on amounts specified in an annual written report. Attachment 2 to this staff report is the FY 2018-19 Storm Drain Annual Report (Annual Report) which contains the description of each parcel of real property receiving storm drain services and the amount of the annual fee for each parcel. The engineering firm of NBS Local Government Solutions prepared the Annual Report.

The City must annually conduct a public hearing to consider the method of collecting the Storm Drain Fees. Notice of such a public hearing must be made at least twice within a two-week period, as specified in Government Code §6066, as follows:

> *Publication of notice pursuant to this section shall be once a week for two successive weeks. Two publications in a newspaper published once a week or oftener, with at least five days intervening*

> *between the respective publication dates not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the fourteenth day, including therein the first day.*

The City met this notification requirement by publishing the notice of public hearing in the *West County Times* on April 3, 2018 and April 10, 2018.

This hearing is not for consideration of the amounts of the Storm Drain Fees, which were already set by the City Council by adoption of Ordinance 93-4; however, the City Council may consider corrections to the use classification of properties in the Annual Report.

ANALYSIS

The City Council needs to determine whether a majority protest exists with respect to the method of collecting the Storm Drain Fees. If a majority protest is lodged against collecting these fees on the property tax roll (as a method of collection), the Storm Drain Fees shall be collected on behalf of the City by a public utility and the City Council would be required to authorize negotiation of an agreement with such a utility.

If the City Council finds that protest is made by the owners of a majority of the parcels of property described in the Annual Report, then the Annual Report shall not be adopted. In the event of such majority protest, the Storm Drain Fees may be collected with the rates for any publicly or privately owned utility through an agreement with such utility.

The administrative costs of collecting the Storm Drain Fee through utility services are substantially higher than by using the property tax bill. Also, if collected through a utility, the Storm Drain Fees would not constitute a lien against any parcel or parcels of land, which would make delinquent collections far more cumbersome and costly.

Since the amount of the Storm Drain Fee is based on property use, the public hearing also provides an opportunity for property owners to contest the fee amount based on the actual use of their property. The City Council may accordingly adjust the fee amount based on the property use.

The adoption of the Annual Report requires the same two-thirds vote as was required to enact Ordinance 93-4. If approved, the Annual Report must be filed with the County Auditor-Controller not later than August 10, 2018, per California Health and Safety Code Section 5474.4, as follows:

> *On or before the tenth day of August of each year following such final determination, the legislative body shall certify to the auditor a list of the lots or parcels of land, as they appear on the current assessment roll, subject to such fees or charges and the amounts of the*

installments of such fees or charges and interest to be entered against such lots or parcels on the assessment roll.

Financial Considerations

The annual Storm Drain Fee will continue to be assessed at $58 for each single-family residential unit. Such a rate is expected to generate annual revenues of approximately $701,366. The last debt service payment on the Storm Drain Revenue Bonds was paid in FY 2013-14. Therefore, the FY 2018-19 proceeds of the Storm Drain Fees will be used to fund storm drain improvements, which will be reflected in the City's FY 2018-19 Budget.

Legal Considerations

California Health and Safety Code Section 5470 et seq. requires that a public hearing be held prior to adopting a resolution to accept the Annual Report and levying the annual Storm Drain Fees. The City has complied with the minimum public notice requirements.

Reviewed by:

Scott Hanin, City Manager

Attachments:

1. Resolution
2. FY 2018-19 Storm Drain Annual Report

Agenda Item No. 6(C)
Attachment 1

RESOLUTION NO. 2018–XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO ADOPTING THE FISCAL YEAR 2018-19 STORM DRAIN ANNUAL REPORT AND DIRECTING THAT STORM DRAIN FEES FOR FISCAL YEAR 2018-19 BE COLLECTED THROUGH THE PROPERTY TAX ROLLS

WHEREAS, the City of El Cerrito, by Ordinance 93–4, directed the filing of an annual report for the imposition and collection of storm drain fees; and

WHEREAS, the Engineering firm of NBS Local Government Solutions has prepared said Fiscal Year 2018-19 Storm Drain Annual Report (the "Annual Report"); and

WHEREAS, the City provided notice on April 3, 2018 and April 10, 2018 of a public hearing to be held by the City Council, with the notice of the hearing being given in the time and manner required by law; and

WHEREAS, at the public hearing the City Council afforded to every interested person an opportunity to make a protest to the Annual Report and the City Council has considered each protest.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito hereby confirms the storm drain fees as set forth in the Annual Report, directs the collection of these fees through the property tax rolls, and directs the City Clerk through NBS Local Government Solutions to file the Annual Report or a certified copy thereof with the County Auditor-Controller not later than August 10, 2018.

I CERTIFY that at the regular meeting on April 17, 2018 the El Cerrito City Council passed this resolution by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAINED: COUNCILMEMBERS:

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

____
Cheryl Morse, City Clerk

APPROVED:

____
Gabriel Quinto, Mayor

Agenda Item No. 6(C)
Attachment 2

THE CITY OF
EL CERRITO

CITY OF EL CERRITO

Storm Drain Reconstruction Project

Annual Report

Fiscal Year 2018/19

OFFICE LOCATIONS:

Temecula – Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592

San Francisco – Regional Office
870 Market Street, Suite 1223
San Francisco, CA 94102

California Satellite Offices
Atascadero, Davis
Huntington Beach,
Joshua Tree, Riverside
Sacramento, San Jose

www.nbsgov.com

Prepared by:

NBS helping communities fund tomorrow

CITY OF EL CERRITO
10890 San Pablo Avenue
El Cerrito, California 94530
Phone - (510) 215-4300
Fax - (510) 215-4319

CITY COUNCIL

Gabriel Quinto, Mayor

Rochelle Pardue-Okimoto, Mayor Pro Tem

Janet Abelson, Councilmember

Paul Fadelli, Councilmember

Greg Lyman, Councilmember

CITY STAFF

Scott Hanin, City Manager

Mark Rasiah, Finance Director / City Treasurer

Yvetteh Ortiz, Public Works Director / City Engineer

Shannon Collins, Accounting Supervisor

NBS

Tim Seufert, Client Services Director

Greg Davidson, Project Manager

Andrew Kraus, Financial Analyst

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Section 1. EXECUTIVE SUMMARY

On March 2, 1993, the qualified voters of the City of El Cerrito (the "City") approved the issuance of revenue bonds in an amount not to exceed $6.3 million to finance the first phase of the reconstruction of the City's storm drain system. The qualified voters also approved the repayment of those bonds through the imposition of an annual storm drain fee on property within the City.

Section 5470, et seq. of the *California Health and Safety Code* authorizes cities to enact an ordinance, approved by a two-thirds vote of the members of the legislative body, establishing fees and charges for services and facilities furnished by the City in connection with its storm drain system. The proceeds of these fees and charges may be used only for the acquisition, construction, reconstruction, maintenance, and operation of its storm drain facilities, including the repayment of principal and interest on bonds issued to finance the construction or reconstruction of such facilities.

The storm drain fees and charges may be used exclusively for the purposes of the storm drain system and for the payment of interest and redemption, including premiums payable from the calling of bonds, for those bonds authorized by the qualified voters on March 2, 1993, and for the payment of interest and redemption, including premiums payable from the calling of bonds, for any other bonds for storm drain construction or reconstruction which may be authorized in the future, provided that such bonds are approved in the manner required by California law.

The authorized amounts and rates for storm drain fees and charges are as follows:

Parcel Classification	Rate
Single Family residential	$58.00 per unit
Multi Family residential 2 through 20 units	43.50 per unit
Multi Family residential over 20 units	870.00 plus 29.00 for each unit over 20
Commercial/Industrial	870.00 per acre
Institutional (Churches, Schools, Fraternal and Service Organizations)	406.00 per acre
Golf Courses, Cemeteries, Vacant Land	11.60 per acre

The following table summarizes the Fiscal Year 2018/19 annual levy by Classification of parcel:

Parcel Classification	Number of Parcels (1)	Levy Total (2)
Single Family residential	7,510	$441,024.00
Multi Family residential	624	121,959.50
Commercial/Industrial	261	104,005.02
Institutional (Churches, Schools, Fraternal and Service Organizations)	50	32,105.14
Golf Courses, Cemeteries, Vacant Land	199	2,272.68
Exempt	155	0.00
Total:	**8,799**	**$701,366.34**

(1) Includes parcels divided by City boundaries.
(2) Total amount may vary slightly due to rounding adjustments.

Section 2. ASSESSMENTS

2.1 Method of Assessment

The number of Equivalent Residential Units ("ERUs") was determined for each parcel based upon an estimate of the impervious surface associated with the use of the property.

1) Single Family (detached) Residential ("SFR") parcels were assumed to have an average of 2,900 sq. ft. of impervious surface. Approximately 90% of the properties in the City are SFR. These parcels were assigned 1.0 ERU.

2) Multi Family dwelling unit complexes of up to 20 units were assigned 0.75 ERU (2,175 sq. ft) of impervious surface area per unit. Complexes of more than 20 units were assigned 15 ERU plus 0.5 ERU (1,450 sq. ft) for each unit over 20.

3) Commercial/Industrial uses were assigned 15.0 ERU (43,560/2,900 sq. ft.) of impervious surface area per acre.

4) Institutional uses such as Churches, Schools, Fraternal and Service Organizations were assigned 7.0 ERU (21,000 sq. ft.) of impervious surface area per acre based upon the Contra Costa County Report on Stormwater Utility Assessment dated March 1994 (County Report).

5) Golf courses, cemeteries, and other open spaces were assigned 0.2 ERU (580 sq. ft.) per acre based upon the County Report.

The storm drain fee for a parcel is calculated by multiplying the number of ERU assigned to such parcel by the rate per ERU. The rate for the 2018/19 Fiscal Year is $58.00/ERU.

The following table shows a breakdown of Classification of parcels by County Use Code and the associated rates for Fiscal Year 2018/19:

Parcel Classification	County Use Code (1)(2)	ERU (3)	Rates
Single Family residential	11, 12, 13, 14, 15, 16, 19, 29, 89	1.0	$58.00 per unit
Multi Family residential 2 through 20 units	21, 22, 23, 24, 25, 26, 27, 28	0.75*n	43.50 per unit
Multi Family residential over 20 units	21, 22, 23, 24, 25, 26, 27, 28	15.0 + 0.5*m	870.00 + 29.00 for each unit over 20
Commercial/Industrial	31, 32, 33, 34, 35, 36, 41, 42, 43, 44, 45, 46, 47, 48, 49, 53, 85	15.0*A	870.00 per acre
Institutional (Churches, Schools, Fraternal and Service Organizations)	70, 71, 72, 75, 76	7.0*A	406.00 per acre
Golf Courses, Cemeteries, Vacant Land	10, 17, 18, 20, 30, 37, 38, 50, 63, 74, 78, 81	0.2*A	11.60 per acre

(1) Use Code 79 is assigned to Government Owned, and is not charged
(2) Use Code 83 is assigned to State Board Assessed, and is not charged
(3) n = number of residential units up to 20
m = number of residential units over 20
A = acreage, per Contra Costa County Assessor or City Estimate

2.2 Collection of Fees and Charges

The storm drain fees and charges may be collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the City's general taxes.

The City Council will have prepared each year, prior to the commencement of the fiscal year, a written report which will be filed with the City. The report is to contain a description of each parcel of real property receiving storm drain services and the amount of the annual fee and charge for each parcel. This charge will be computed in conformity with the fees and charges prescribed in the report.

2.3 Annual Hearing

Each year, prior to the commencement of the fiscal year, the City Council will hold a public hearing at which the Council will hear and consider all objections and protests, if any, to the written report. The City Council may continue the hearing from time to time. If the City Council finds that protest is made by the owners of a majority of the parcels of property described in the report, then the report will not be adopted. In the event of such majority protest, the storm drain fees and charges will be collected with the rates for any other publicly or privately owned public utility through agreement with such utility. If collected in this manner, the storm drain fees and charges will not constitute a lien against any parcel or parcels of land.

2.4 Notice

Notice of the filing of the report and of the time and place of hearing thereon, is to be published once a week for two consecutive weeks prior to the hearing, in a newspaper of general circulation printed, published or distributed in the City.

Section 3. LIST OF CHARGES

The parcel list of charges is provided as a separate document and is incorporated herein by reference.

THE CITY OF EL CERRITO
OFFICE OF THE CITY CLERK

April 17, 2018
Regular City Council Meeting

Agenda Item No. 6(C)

Storm Drain Annual Report

Attachment 2

List of Charges

is available for review in hardcopy format at the following locations:

Office of the City Clerk
10940 San Pablo Avenue
El Cerrito
(510) 215-4305

and

The El Cerrito Library
El Cerrito
6510 Stockton Avenue

AGENDA BILL

Agenda Item No. 6(D)

Date: April 17, 2018

To: El Cerrito City Council

From: Shannon Collins, Accounting Supervisor
Mark Rasiah, Finance Director
Yvetteh Ortiz, Public Works Director

Subject: Public Hearing to Confirm the Diagram and to Levy the Assessment for FY 2018-19 for Landscape and Lighting Assessment District No. 1988-1

ACTION REQUESTED

Conduct a public hearing and upon conclusion adopt a resolution setting the annual Landscape and Lighting Assessment for Fiscal Year 2018-19 as $72 per residential parcel and as noted in the Engineer's Report for other classes of properties.

BACKGROUND AND ANALYSIS

On June 6, 1988, the City Council established Assessment District No. 1988-1 pursuant to the Landscape and Lighting Act of 1972. The purpose of this Landscape and Lighting Assessment District (LLAD) is to raise funds to support improvements and maintenance of the City's park areas, landscaping areas, and street lighting. Every year since 1988, this Assessment District has generated approximately $771,000 to support LLAD activities.

In November 1996, the LLAD was approved by the voters and therefore complies with the provisions of Proposition 218. Any increase in the assessment fee level would be subject to Proposition 218's voter approval requirement.

In order to impose this annual assessment, the City Council must annually authorize an Engineer's Report to identify the costs, uses, and general benefits of those parcels within the Assessment District. As detailed in the Engineer's Report, the revenues are used for eligible activities including staff salaries and wages, streetlight maintenance, utility costs for the District, landscaping services, graffiti removal, and park maintenance.

The City Council authorized such a report on March 20, 2018. The Engineer of Record, NBS Local Government Solutions (NBS) prepared and delivered the Engineer's Report prior to the April 3, 2018 City Council meeting. Tonight's public hearing was scheduled at the April 3, 2018 City Council meeting.

In order for these assessments to be imposed, the City Council must accept the Engineer's Report and conduct a public hearing to hear comments on their imposition. The City is also required to cause the notice of the public hearing to be published one time at least ten days prior to the hearing in a newspaper of general circulation. Such a notice was published in the *West County Times* on March 30, 2018.

The purpose of this public hearing is to confirm the diagram and the assessment, as appearing in the Engineer's Report. The procedures for conducting the public hearing and receiving protests are the same as for forming the District; however, there are no provisions for majority protest.

The California Streets and Highways Code Section 22631 specifies the options available to the City Council, as follows:

> *If a majority protest has not been filed, the legislative body may adopt a resolution confirming the diagram and assessment, either as originally proposed or as changed by it. The adoption of the resolution shall constitute the levy of an assessment for the fiscal year referred to in the assessment.*

FINANCIAL CONSIDERATIONS

Staff estimates that the current rate of assessment will generate approximately $775,000 of revenue, which is included in the total revenue estimate for the City's FY 2018-19 Budget. To the extent the expenditures eligible for funding by the LLAD exceed the amount received from this assessment, City staff are in the process of identifying other funding sources and reductions in expenditures, in order to keep the LLAD budget in balance.

STRATEGIC PLAN

Approving the attached resolution will allow the City to ensure financial sustainability for the Landscape and Lighting Maintenance Program that benefit all residents of the City.

LEGAL CONSIDERATIONS

The provisions of the Landscape and Lighting Act of 1972 require that a public hearing be held prior to adopting a resolution levying the annual assessment.

Reviewed by:

Scott Hanin, City Manager

Attachment:

1. Resolution

Agenda Item No. 6(D)
Attachment 1

RESOLUTION NO. 2018-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO CONFIRMING THE DIAGRAM AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2018-19 FOR THE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1988-1.

WHEREAS, the City of El Cerrito, by Resolution No. 88-53 dated June 6, 1988, adopted Assessment District No. 1988-1 pursuant to the Landscape and Lighting Act of 1972; and

WHEREAS, the City of El Cerrito, by Resolution No. 2018-15 dated March 20, 2018, directed the filing of the Annual Report for Assessment District No. 1988-1; and

WHEREAS, the Engineer of Record, NBS Local Government Solutions prepared and, on March 29, 2018 filed said Annual Report; and

WHEREAS, the City of El Cerrito by Resolution No. 2018-18, dated April 3, 2018, reviewed and accepted said annual report and declared its intent to order improvements and provided notice of a public hearing to be held April 17, 2018, and notice of the hearing was given in the time and manner required by law; and

WHEREAS, in November 1996, the voters approved the Landscape and Lighting Assessment thereby complying with the provisions of Proposition 218; and

WHEREAS, at the public hearing, the City Council afforded every interested person an opportunity to protest the annual report, and the City Council has considered each protest.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that the diagram and assessment as set forth in the Annual Report of the Engineer of Record is hereby confirmed and the assessment set forth therein for Fiscal Year 2018-19 is hereby levied.

BE IT FURTHER RESOLVED that this Resolution is adopted pursuant to California Streets and Highways Code §22631.

BE IT FURTHER RESOLVED that upon adoption of this resolution, the diagram and assessment, or a certified copy thereof is hereby directed to be filed with the County Auditor no later than August 10, 2018.

I CERTIFY that at the regular meeting on April 17, 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 April __, 2018.

Cheryl Morse, City Clerk

APPROVED:

Gabriel Quinto, Mayor

AGENDA BILL

Agenda Item No. 7(A)

Date: April 17, 2018

To: El Cerrito City Council

From: Kristen Cunningham, Senior Human Resources Analyst
Karen Pinkos, Assistant City Manager

Subject: El Cerrito Police Employees' Association Memorandum of Understanding

ACTION REQUESTED

Adopt a resolution approving the Memorandum of Understanding between the City of El Cerrito and the El Cerrito Police Employees' Association (PEA).

BACKGROUND

The City Council adopted a Memorandum of Understanding (MOU) between El Cerrito Police Employees' Association (PEA) that was effective July 1, 2007 to December 31, 2017. The City's management team negotiated with representatives of the El Cerrito Police Employees' Association over the past few months. A tentative agreement was recently accepted by the members of PEA.

ANALYSIS

The negotiation process focused on modifying salaries for the represented classifications in line with the City's financial position.

The following is a summary of the changes to the MOU that are in line with the authority provided to the City's management team by the City Council:

- The agreement will be effective between January 1, 2018 and December 31, 2019
- Wages:
    - Effective the first full pay period in January 2018, the base monthly salary for all represented classifications shall be increased by 3%
    - Effective the first full pay period in January 2019, the base monthly salary for all represented classifications shall be increased by 3%

- Vacation Cash-Out – Language related to employees cashing out vacation leave was adjusted to comply with the IRS' constructive receipt requirements.
- PERS – Language from previously negotiated side letters was incorporated into the current Memorandum of Understanding.
- Compensatory Time Off (CTO) – Bargaining unit employees that are backfilling a position that is off due to CTO will not be eligible for CTO, they will be provided cash compensation for the appropriate number of hours worked.
- Tuition Reimbursement – The following changes to the reimbursement amount for bargaining unit employees pursuing higher education shall apply:
    - Employees pursuing an Associates degree from an accredited college shall receive $1,000 per year, increased from $750 per year.

  - Employees pursuing a Bachelor's degree from an accredited college or university shall receive $2,500 per year, increased from $2,000 per year.
  - Employees pursuing a Master's degree from an accredited college or university shall receive $3,500 per year, increased from $3,000 per year.

- Education Incentive Program – The City and PEA have agreed to change the current education incentive program from a flat dollar amount to a percentage-based system with the following becoming effective January 2018:

  - An employee who has an AA/AS degree from an accredited college or university shall receive a differential of three percent (3.0%) of base pay.
  - An employee who has completed 60 semester units from an accredited college or university and completes 6 semester units every 24 months shall receive a differential of three percent (3.0%) of base pay.
  - An employee who has a BA/BS degree from an accredited college or university shall receive a differential of four percent (4.0%) of base pay.
  - An employee who as a MS/MA degree from an accredited college or university shall receive a differential of five percent (5.0%) of base pay.
    - The incentives are not compounding. An employee can only receive one of the incentives listed above.

STRATEGIC PLAN CONSIDERATIONS

Adoption of this agreement will help fulfill the following City of El Cerrito Strategic Plan Goals:

- Goal A: "Delivering Exemplary Public Services" and the objective of "Recruit and retain a talented and effective workforce"

FINANCIAL CONSIDERATIONS

The agreement for the El Cerrito Police Employees' Association is within the initial projections considered for FY 2017-18, therefore funding is available within the adopted budget.

Reviewed by:

Scott Hanin
City Manager

Attachments:

1. Resolution
2. Memorandum of Understanding

RESOLUTION NO. 2018-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO TO ADOPT A NEW MEMORANDUM OF UNDERSTANDING WITH THE EL CERRITO POLICE EMPLOYEES' ASSOCIATION

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

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

WHEREAS, the El Cerrito Police Employees' Association is recognized as the majority bargaining unit for police officers, corporals, sergeants and non-sworn police employees; and

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

WHEREAS, the City of El Cerrito and the El Cerrito Police Employees' 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 Memorandum of Understanding for the El Cerrito Police Employees' Association, herein attached as Exhibit A and incorporated by reference; and directs the City Manager to execute the agreements.

I CERTIFY that at a regular meeting on April 17, 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 April XX, 2018.

____
Cheryl Morse, City Clerk

APPROVED:

____
Gabriel Quinto, Mayor

Attachment 2
Resolution No. 2018-XX, Exhibit A

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF EL CERRITO

AND

THE EL CERRITO POLICE EMPLOYEES' ASSOCIATION

January 1, 2018~~July 1, 2007~~ to December 31, 2019~~June 30, 2017~~

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL CERRITO
AND
THE EL CERRITO POLICE EMPLOYEES' ASSOCIATION

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 Police Employees' Association, which hereinafter shall be referred to as "Association." The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees represented by the Association 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 employees.

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 January 1, 2018~~July 1, 2007~~ to December 31, 2019~~June 30, 2017~~, and shall be in full force and effect at such date as herein prescribed, upon ratification by both the City Council and affected members of the Police Association.

CITY OF EL CERRITO	**EL CERRITO POLICE EMPLOYEES' ASSOCIATION**
______________________________ ~~Sukari Beshears,~~ ~~Employee Services Manager~~Kristen Cunningham	______________________________ ~~,~~ President, El Cerrito Police Employees' Association
Date: ______________________________	Date: ______________________________
	______________________________ , El Cerrito Police Employees' Assoc.
	Date: ______________________________
______________________________ Scott Hanin, City Manager	______________________________ , El Cerrito Police Employees' Assoc.
Date: ______________________________	Date: ______________________________
______________________________ Glenn Berkheimer, Negotiator	______________________________ John Nobel, Rains, Lucia, & Wilkinson, LLP
Date: ______________________________	Date: ______________________________

THE CITY OF EL CERRITO
AND
THE EL CERRITO POLICE EMPLOYEES' ASSOCIATION
MOU
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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL CERRITO
AND
THE EL CERRITO POLICE EMPLOYEES' ASSOCIATION

ARTICLE I

PREAMBLE

This Agreement is entered into by and between the City of El Cerrito, hereinafter referred to as the "City", and the El Cerrito Police Employees' Association, hereinafter referred to as the "Association."

ARTICLE II

NONDISCRIMINATION AND AFFIRMATIVE ACTION

This agreement applies equally to all members of the bargaining unit regardless of race, color, national origin, sex, age, creed, physical or mental impairment, sexual preference, marital status or political affiliation.

The Association and the City will not discriminate in employment relations against any employee because of sex, sexual preference, race, age, national origin, marital status, religion, disability or political affiliation unless based upon a bona fide occupational qualification. The Association and City further agree not to harass or retaliate against any employee on any of the prohibited bases specified above. The Association and the City equally share the responsibility for upholding this provision of the agreement.

ARTICLE III

TERM AND SCOPE OF AGREEMENT

3.1 DURATION OF THIS MEMORANDUM

The recommendations set forth in the Memorandum of Understanding are final. Except as otherwise provided herein, no changes or modifications shall be offered, urged or otherwise presented by the Association or the City for the duration of this agreement, provided, however, that nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring and making modifications herein by mutual consent. The term of this agreement shall be from January 1, 2018 to December 31, 2019.~~July 1, 2007 to June 30, 2017.~~

3.2 EXTENSION OF AGREEMENT

In the event that the City and Association fail to secure a successor agreement prior to the expiration date of this Memorandum of Understanding, the parties may agree mutually in writing to extend the term of this agreement for any period of time.

3.3 MAINTENANCE OF BENEFITS

All rights, privileges and terms and conditions of employment in full force and effect through the duration of the previous Memorandum of Understanding and not in conflict herewith shall become a part hereby and remain thereby until mutually modified by the parties hereto.

3.4 PROCEDURE FOR MEET AND CONFER; MEET AND CONFER IN GOOD FAITH; SCOPE

The City, through its representatives, shall meet and confer in good faith with representatives of the Association regarding matters within the scope of representation, including wages, hours and other terms and conditions of employment.

ARTICLE IV

THE ASSOCIATION

4.1 ASSOCIATION RECOGNITION

A. Full-time Employees

The City recognizes the Association as the exclusive representative ~~of the full-time sworn and non-sworn employees of the El Cerrito Police Department, excluding the classifications of chief and commanders of police. The category of sworn police personnel represented by the Association includes the classifications of sergeant, corporal and police officer. All other full-time police personnel represented by the Association are considered non-sworn.~~ for the purposes of establishing wages, hours and other terms and conditions of employment for full-time sworn employees in the classified service who are employed in the classifications of:

Police Officer~~,~~
Police Corporal~~, and~~
Police Sergeant~~.~~
Police Records Specialist
Police Records Supervisor
Property and Evidence Specialist
Senior Police Records Specialist
Community Services Officer

B. Part-time Employees

The City recognizes the Association as the ~~majority~~exclusive representative of the following part-time employees of the El Cerrito Police Department.

Records Specialist
Community Services Officer

~~The category of part-time non-sworn police personnel represented by the Association includes the classifications of Assistant Police Clerk, and Parking Enforcement Representative.~~

C. Part-time Employee Without Benefits
The City recognizes the Association as the ~~majority~~exclusive representative of the following part-time employees of the El Cerrito Police Department.~~ The category of non-benefited part-time non-sworn police personnel represented by the Department is limited to the following classification:~~

- ~~Crossing Guard and~~ Cadet

4.2 DUES DEDUCTION
The City shall deduct, in a single payroll deduction made once each month, the amount of Association dues or fees as specified by the Association and authorized by each affected employee in accordance with rules and regulations to implement the employer-employee relations ordinance. Said deductions are to be made without fee charged to the Association. The Association agrees to hold the City harmless from any liability arising from such deduction.

4.3 BULLETIN BOARD
The City agrees to provide a bulletin board for the exclusive use of the Association.

4.4 ASSOCIATION MEETINGS
Attendance at Association meetings shall be on an off-duty basis except for those officers whose presence is necessary to conduct such meetings.

4.5 ASSOCIATION AND REPRESENTED EMPLOYEE RIGHTS INCLUDE

A. The Association's right to represent its members before the City Council or advisory boards or commissions with regard to wages, hours and working conditions or other matters within the scope of representation.

B. The right to be given reasonable written notice of any proposed ordinance, rule, resolution or regulation, or amendment thereto, relating to matters within the scope of representation.

C. Reasonable access to employee work locations for officers of the Association and the officially designated representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.

D. Employees represented by the Association shall be free to participate in Association activities without interference, intimidation or discrimination, in accordance with State law and City policies, rules and regulations.

E. The right to seek redress of grievances through the City's "Complaint and Grievance Procedure," is contained in Chapter 12 of the City's "Personnel Rules and Regulations." Either a represented employee, a group of employees or the Association on behalf of its members may file a grievance under the terms of this procedure. The procedure is incorporated by reference to be a part of this Agreement.

4.6 TIME OFF

Upon approval by the Chief of Police, reasonable time off may be granted to Association board members to attend training seminars and schools which may be of benefit to the Association membership and the Police Department. Compensation for attendance at such seminars and schools shall be drawn upon the individual employee's accumulated time. A request to attend such seminars and schools shall be made at least six weeks in advance of the date of any such session.

4.7 STRIKES AND LOCKOUTS

For the term of this Agreement, the Association and its members agree that they shall not call or engage in any strike, slowdown, suspension or stoppage of work activity or sanction any such conduct by unit employees, and the City agrees that it shall not cause or engage in any lockout of Association members.

ARTICLE V

MANAGEMENT

Except as otherwise provided in this Agreement, the rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operation; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work, including contracting for specified services.

The City maintains the right to use qualified volunteers or reserves in the Police Department service, provided such use does not adversely affect wages, hours and other terms and conditions of employment. Use of said individuals shall be in accordance with State law and Police Department regulations.

Nothing contained within this article is intended, in any way, to supersede or infringe upon the rights of the recognized employee organization as provided under State and Federal law, including, but not limited to, California State Government Code Sections 3500 through 3510, inclusive.

ARTICLE VI

ASSOCIATION/MANAGEMENT ADVISORY TEAM (AMAT)

6.1 FORMATION

The parties agree to form an Association-Management Advisory Team (AMAT) to meet to review and develop policies and procedures concerning Police Department matters which may be referred to the AMAT by the City, the Department or the Association.

6.2 COMPOSITION AND MEETING SCHEDULE

The work of the AMAT is to be carried out on a continuing basis. The AMAT shall:

A. Be composed of six members. The Association shall appoint three members and the City shall appoint three members. At the request of either the City or the Association, the Employee Services Manager shall participate in and attend any AMAT meeting.

B. Meetings will be scheduled as necessary to discuss and review policies and procedures concerning departmental matters.
   a. The AMAT shall review and discuss the issue regarding the transportation of police service dogs. If the AMAT is unable to resolve the issue by March 30, 2018, the Association can request that the City and the Association bargaining teams shall meet to discuss the issue of transporting police service dog(s).

C. Special meetings may be called as necessary.

6.3 UTILIZATION

AMAT is not a decision-making body and its recommendations are not binding, nor does AMAT replace other existing processes such as the grievance procedure or collective bargaining.

A. The AMAT may advise management in matters of departmental operations and management.

B. The AMAT may develop processes to ensure involvement and participation of appropriate departmental personnel.

C. The AMAT may be utilized to coordinate and refine agreements reached by both the City and Police Association during the meet and confer process.

D. The AMAT may review grievances if specifically requested by the Chief of Police or the Association President.

6.4 REPORTING

Minutes of each AMAT meeting will be prepared and copied to the participants by one of the Association representatives on the Committee. Only issues that are mutually agreed to shall be reported out of the AMAT.

ARTICLE VII

BENEFITS PLAN

7.1 FLEXIBLE BENEFITS PLAN

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

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

B. Employees may select one of the following medical plans within their individual Flexible Benefits Plan:

- HMO Kaiser
- HMO
- PPO

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

D. In the event that an employee has alternate comprehensive group medical coverage through a spouse's medical plan or some other group medical plan, the employee may select a "no medical plan" option. (Proof of alternate coverage is required.) In this event, the City shall contribute the equivalent to the lowest medical plan (Kaiser) single 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. Effective July 1, 2005, the City shall amend its contracts with the City's Health Care providers to provide for $10.00 office visit co-pays and $10.00 generic prescription co-pays.

F. Employees may contribute salary up to a total of $10,000 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; and
· Dependent Care ($5,000 maximum by law).

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.

G. The health benefit programs recognize the participation of domestic partners of eligible employees. Please refer to the City's Citiflex document for details.

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

I. Effective July 1, 2005, the City ceased providing the monetary difference between the Kaiser and Health Net HMO premiums to employees, who selected the less expensive medical plan, previously referred to as the 'cash-back' benefit.

7.2 DENTAL PLAN

Effective July 1, 1999, the City shall provide a dental plan, including orthodontic coverage, for represented employees and shall contribute the full cost of employee, employee and one dependent, or employee and two or more dependents coverage. The Association agrees that the City may convert carriers or administration of the current dental plan, so long as there is no reduction in benefits, nor cost to the employee for such coverage.

7.3 RETIREMENT HEALTH PLAN

Retirees, survivors of retirees and survivors of deceased employees, if permitted 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 not killed in the performance of official duties may maintain such health plan benefits at their discretion and with no cost to the City.

7.4 RETIREMENT PLAN FOR SWORN POLICE PERSONNEL

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

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

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

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

- Retirement formula commonly known as 2.7% @ 57
- Final Compensation – 3 Year Average
- Credit for Unused Sick Leave at Retirement
- The employee contribution shall 50% of the normal cost as defined by PERS.

7.5 RETIREMENT PLAN FOR NON-SWORN

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

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

- Retirement formula commonly known as 2.0% @ 62
- Final Compensation – 3 Year Average
- Credit for Unused Sick Leave at Retirement
- The employee contribution shall 50% of the normal cost as defined by PERS.

7.6 LIFE INSURANCE

The City shall provide a term life insurance policy for represented employees. The principal sum shall be equal to the annual salary effective the first day of the month following the City Council adoption of this Memorandum of Understanding, rounded to the nearest $1,000. Figures will be updated monthly to reflect salary adjustments provided elsewhere in this Memorandum. The Association agrees that the City has full authority to choose carriers or administrators of this plan.

7.7 DISABILITY

The City shall provide represented employees with long-term disability coverage, single-level plan with 60-day deductible for sworn and a 30-day deductible for non-sworn personnel, and shall pay all premiums and any increases during the period of the Memorandum of Understanding.

7.8 SURVIVORS MEDICAL BENEFITS

The City shall pay 100% of the premiums for health and dental benefits described in this Memorandum for the surviving spouse and any minor children of any member of the Association who is killed or dies during the performance of official duties. Premiums will be paid at the rate of the least costly plan in effect at the time of the member's death. Premiums will continue to be paid by the City until such time as the surviving spouse remarries, and for dependent children of the member killed in the line of duty until such time as either (1) the children are no longer eligible for coverage pursuant to the rules of the insurance carrier, or (2) the children are covered under alternative medical coverage provided by and through the surviving spouse or the person whom he/she remarries.

7.9 BENEFIT STATUS

A. The salary and benefits provisions contained within this Memorandum of Understanding are granted only to employees who are in a current pay status when the City Council adopts the MOU. The City shall incur no cost nor shall benefits accrue for retirees, survivors or employees in a nonpay status. Family Leave and Military Leave, however, shall be granted in accordance with the applicable provisions of State and Federal law.

B. In the event an employee is in a nonpay 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.

ARTICLE VIII

HOLIDAYS

8.1 HOLIDAYS

All sworn personnel shall receive time off or compensation equal to eight hours straight time ~~(7.5 hours for non-sworn personnel)~~ or the equivalent compensatory time. Except that sworn personnel who actually work a ten (10 or twelve (12) hour shift, on a holiday, shall receive ten (10) or twelve (12) hours of straight time or the equivalent compensatory time. Those holidays are:

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

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

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

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

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

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

Each floating holiday for sworn and non-sworn personnel is equal to eight hours straight time ~~(7.5 hours for non-sworn personnel)~~. Floating holidays for all personnel must be taken during the fiscal year they are received and may not be carried over and accumulated.

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

8.2 ELIGIBILITY

Regular employees must be in a pay status on the workday preceding the holiday to be eligible to be compensated for the holiday. An employee on leave of absence without pay shall not receive any compensation for holidays occurring during that leave.

8.3 HOLIDAY PAY

Holiday pay shall be calculated at the base or straight-time rate as defined in Article XIII of this Memorandum.

ARTICLE IX

SICK LEAVE

9.1 ACCRUAL RATE

All sworn personnel shall accrue sick leave at the rate of ten (10) hours for each calendar month that the employee has worked, providing the employee has worked or been authorized leave with pay for at least ten working days in the month.

All non-sworn personnel shall accrue sick leave at the rate of eight (8) hours and forty five (45) minutes for each calendar month that the employee has worked, providing the employee has worked or been authorized leave with pay for at least ten working days in the month.

9.2 MAXIMUM ACCRUAL

There is no maximum accrual for sworn or non-sworn employees.

9.3 USE

An employee's absence due to illness shall be charged against his or her accrued sick leave on an hour-for-hour basis.

9.4 SICK LEAVE CREDIT UPON RETIREMENT

The City has contracted with PERS to provide the Service Credit for Unused Sick Leave Option. Sworn and non-sworn PERS members, whose effective retirement date is within four months of separation from employment with the City, shall be credited upon retirement with .004 year of service credit for each unused day of sick leave (i.e., 250 days of sick leave equals one additional year of service credit). The City must report those days of unused sick leave that were accrued during the normal course of employment. Additional days of unused sick leave reported for the purpose of increasing the member's retirement are prohibited by PERS.

9.5 Accrued Sick Leave as Life Insurance

Upon the death of a represented employee, the value of the employee's accrued sick leave, calculated at the employee's hourly rate, shall be paid to the employee's estate or designated beneficiary. Payment under this section is limited to 2,080 hours for sworn employees and 1,720 hours for non-sworn employees.

9.6 4850

Regular full-time sworn employees are eligible for benefits (salary continuance) under Labor Code Section 4850. Permanent non-sworn employees injured while searching or booking persons under arrest or detention, upon approval of the Chief of Police, shall be eligible for similar benefits.

Permanent non-sworn employees injured on the job under all other circumstances shall have their pay continued in the amount of their monthly salary for up to ninety (90) calendar days. In no circumstance shall compensation, including workers' compensation benefits, exceed normal monthly salary.

9.7 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. There is no requirement that the illness or injury reach the level of seriousness provided for under the Family and Medical Leave Acts (See Article XI Other Absences, Section 11.2 Family Medical Leave). 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 initial watch commander review, departmental regulations and approval of the Chief of Police.

9.8 Sick Leave Use - Disability Retirement

The date of disability retirement for represented employees may be established or determined to be effective prior to the expiration of sick leave benefits. Sworn and non-sworn employees, upon disability retirement, are eligible for benefits under Section 9.5 above.

ARTICLE X

VACATION

10.1 Eligibility

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

10.2 Accrual Rate

Vacation accrual for represented employees shall be as follows:

Years of Service	Sworn (Hours)	Non-Sworn (Hours)	Years of Service	Sworn (Hours)	Non-Sworn (Hours)
1	88	82.5			
2	96	90.0			
3	96	90.0			
4	104	97.5			
5	112	105.0			
6	120	112.5			
7	120	112.5			
8	128	120.0			
9	128	120.0			
10	136	127.5			
11	136	127.5			
12	144	135.0			
13	144	135.0			
14	152	142.5			
15	152	142.5			
16	160	150.0			
17	160	150.0			
18	168	157.5			
19	168	157.5			
20	176	165.0			
21	184	172.5			
22	192	180.0			
23	200	187.5			
24	208	195.0			
25	216	202.5			
26	224	210.0			
27	232	217.5			
28	240	225.0			
29	248	232.5			
30	256	240.0			
31	264	247.5			
32	272	255.0			
33	280	262.5			
34	288	270.0			

10.3 BASIS FOR ACCRUAL

Vacation leave will be accrued when a regular employee is in a pay status and will be credited on a bi-weekly basis. Holidays shall not be counted during vacation, unless holiday pay is applicable.

10.4 USE OF VACATION -- WHEN TO BE TAKEN

The use of annual vacation leave and the amount to be taken at any one time shall be determined by the department head in accordance with departmental regulations and with regard for the preference of the employee and the needs of the City.

10.5 VACATION CARRY-OVER

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

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

~~The City will establish a pilot Vacation Cash Out program. The elements of the pilot program are as follows.~~

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

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

   An employee can cash out vacation during the months of May and December. The notice shall indicate how many vacation leave hours the employee wishes to cash out the following year and the cash out period.~~Cash out payments shall be made on the first payroll date in December and in the same check as Longevity Bonus payments. If the employee is not eligible for Longevity Pay, the Vacation Cash Out will be in a separate check from the employee's normal payroll check. The City will review the impacts of the Vacation Cash Out program annually. The City will provide written notice and meet with the Association, if requested to, and discuss the City's findings prior to determining to modify or eliminate the pilot program.~~

10.6 Vacation at Termination

Employees leaving 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 employee's current rate of pay.

10.7 Effect of Extended Military Leave

An employee who interrupts their service because of extended military leave shall be compensated for accrued vacation at the time the military leave becomes effective.

10.8 Sick Leave During Vacation

Vacation leave may be converted to sick leave, subject to the review and approval of the department head and the City Manager, if an employee is injured or sick during their vacation for a period in excess of twenty-four hours.

10.9 Vacation cash out program

The City will establish a pilot Vacation Cash Out program. The elements of the pilot program are as follows:

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

1. The employee has taken a minimum of 80 hours of vacation in the last 12 months.
2. The employee must schedule and take off at least 80 hours of vacation in the next calendar year.
3. The employee must provide the City Manager with their request no later than November 1st of each year.
4. Any Vacation Cash Out will not be available for use in the proceeding year.

Cash out payments shall be made on the first payroll date in December and in the same check as Longevity Bonus payments. If the employee is not eligible for Longevity Pay, the Vacation Cash Out will be in a separate check from the employee's normal payroll check.

The City will review the impacts of the Vacation Cash Out program annually. The City will provide written notice and meet with the Association, if requested to, and discuss the City's findings prior to determining to modify or eliminate the pilot program.

10.10 Transfer of Vacation Time to Bereavement Leave

Vacation leave may be converted to bereavement leave, subject to the review and approval of the Chief of Police, if a death or anticipated death in the immediate family of a represented employee occurs during that employee's vacation leave period.

ARTICLE XI

OTHER ABSENCE

11.1 BEREAVEMENT LEAVE

Employees are entitled to time off with pay when there is a death or anticipated death in the immediate family. Bereavement leave shall not exceed three 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 department head, unusual circumstances identify the need for additional time off.

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

11.2 FAMILY AND MEDICAL LEAVE

A. 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 unit members' rights and obligations with respect to such leave. Rights and obligations which are not 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 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.

   Employees covered under this Memorandum of Understanding may take up to one half (1/2) of the annual accrual of accrued sick leave as family sick leave per calendar year, in accordance with Article 9.8.

B. Pregnant employees may continue working during pregnancy if the employee's doctor certifies in writing that the employee is capable of continuing employment without danger to the employee or the unborn child. The City will provide a description of physical requirements of the job.

C. To the extent permitted by existing law, employees who are on probation during a period of extended pregnancy and/or family and medical leave, shall have the probationary period extended for the period of time that the employee was off on such leave.

ARTICLE XII

WORK SCHEDULE

12.1 RECOGNIZED WORK CYCLE

A. The City recognizes a 14-day work cycle of 80 hours for all sworn personnel. Said 14-day work cycle includes lineup time, mealtime, and all other time incidental to a normal shift.

B. The City recognizes a 7-day work cycle of thirty-seven and one-half hour for non-sworn personnel. Said work cycle excludes mealtime. The exception is the full-time Parking Enforcement Officer who is assigned a 40 hour work week.

12.2 EXCEPTION TO BASIC WORK CYCLE

Upon request of the department head, the City Manager hereby is authorized to designate other working hours for employees when, in the City Manager's opinion, the best interests of the City may be served by adjustment of the basic work cycle.

12.3 AMENDMENTS

This section and article shall be amended as necessary upon implementation of any change in the work cycle. City and Association representatives shall meet and confer on any additions or amendments to this article or any other article necessitated by such change.

12.4 DAYS OFF

A. The Police Department recognizes that a normal days-off period should approximate eighty four consecutive hours and shall attempt to schedule days off consistent with that period.

B. If a days-off period is less than sixty-four hours, the employee shall receive two hours pay in addition to any pay for normal or overtime work during the days-off period.

C. Any employee whose day-off is canceled due to an emergency, as defined in Subsection E, shall not receive benefits under Subsection B.

D. Nothing in this section shall prevent an employee from voluntarily requesting work during their days-off period at the normal or overtime rate, or accepting a shift change. Benefits under Subsection B shall not be made pursuant to a request as defined in this section.

E. An emergency shall be defined as a condition involving the public safety which requires additional sworn personnel to report for duty to supplement the regularly scheduled number of sworn personnel on a shift.

F. This section does not apply to probationary sworn personnel while assigned to the field training program.

12.5 EXCESS TIME OFF DURING WORK CYCLE

During each work cycle, the Department shall schedule each officer to work one eight-hour shift, which shall begin either four hours later than the normal start time or end four hours earlier than the officer's normal twelve-hour shift. Time worked beyond that scheduled eight-hour shift shall be compensated in accordance with existing overtime policies.

ARTICLE XIII

COMPENSATION

13.1 BASE MONTHLY SALARIES

- Appendix XX is the salary schedule for all classification represented by the Association
  - Effective the first day of the first full pay period in January 2018, the base monthly salary ranges will be increased by 3.0% for all represented sworn and non-sworn classifications.
  - Effective the first day of the first full pay period in January 2019, the base monthly salary ranges will be increased by 3.0% for all represented sworn and non-sworn classifications.

- ~~Salary Increase for Police Officer/Corporal~~
  - ~~Effective July 2010 – 3.5%~~
  - ~~Effective January 2011 – 3.5%~~
  - ~~Effective July 2011 – 3.5%~~
  - ~~Effective January 2012 – 3.5%~~
  - ~~Effective the first full pay period in July 2012, the base monthly salary for represented classifications shall be increased by the April 2011 to April 2012 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners. The minimum increase shall be at least two percent (2.0%), the maximum increase shall be no more than four percent (4.0%).~~
  - ~~Effective July 2013 - Survey~~
  - ~~Effective the first full pay period in July 2014, the base monthly salary for represented classifications shall be increased by the April 2013 to April 2014 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners. The minimum increase shall be at least two percent (2.0%), the maximum increase shall be no more than four percent (4.0%).~~

- ~~Effective July 2015 - Survey~~
- ~~Effective the first full pay period in July 2016, the base monthly salary for represented classifications shall be increased by the April 2015 to April 2016 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners. The minimum increase shall be at least two percent (2.0%), the maximum increase shall be no more than four percent (4.0%).~~

- ~~Salary Increase for Police Sergeant~~
  - ~~Effective July 2010 – 3%~~
  - ~~Effective January 2011 – 3%~~
  - ~~Effective July 2011 – 3%~~
  - ~~Effective January 2012 – 3%~~
  - ~~Effective the first full pay period in July 2012, the base monthly salary for represented classifications shall be increased by the April 2011 to April 2012 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners. The minimum increase shall be at least two percent (2.0%), the maximum increase shall be no more than four percent (4.0%).~~
  - ~~Effective July 2013 – Survey~~
  - ~~Effective the first full pay period in July 2014, the base monthly salary for represented classifications shall be increased by the April 2013 to April 2014 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners. The minimum increase shall be at least two percent (2.0%), the maximum increase shall be no more than four percent (4.0%).~~
  - ~~Effective July 2015 - Survey~~
  - ~~Effective the first full pay period in July 2016, the base monthly salary for represented classifications shall be increased by the April 2015 to April 2016 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners. The minimum increase shall be at least two percent (2.0%), the maximum increase shall be no more than four percent (4.0%).~~

- ~~Salary Increase for Non-Sworn Classifications~~
  - ~~Effective July 2010 – 2%~~
  - ~~Effective January 2011 – 2%~~
  - ~~Effective July 2011 – Survey~~
  - ~~Effective the first full pay period in July 2012, the base monthly salary for represented classifications shall be increased by the April 2011 to April 2012 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners. The minimum increase shall be at least two percent (2.0%), the maximum increase shall be no more than four percent (4.0%)~~
  - ~~Effective July 2013 – Survey~~
  - ~~Effective the first full pay period in July 2014, the base monthly salary for represented classifications shall be increased by the April 2013 to April 2014 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners. The minimum increase shall~~

~~be at least two percent (2.0%), the maximum increase shall be no more than four percent (4.0%)~~

- ~~Effective July 2015 - Survey~~
- ~~Effective the first full pay period in July 2016, the base monthly salary for represented classifications shall be increased by the April 2015 to April 2016 San Francisco Bay Area Consumer Price Index for All Urban Wage Earners. The minimum increase shall be at least two percent (2.0%), the maximum increase shall be no more than four percent (4.0%).~~

13.2 SPECIALTY ASSIGNMENTS

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

a. Detective Sergeant
b. Administrative Sergeant
c. Special Operations Sergeant
d. Traffic Unit Officer
e. School Resource Officer
f. Community Liaison Officer

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

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

~~A. The Detective assignments are not considered to be promotional. Appointments are made after a review of qualifications. Personnel assigned to the Detective Division will receive a five percent (5%) salary differential for the duration of the assignment. When the individual rotates back to patrol the five percent (5%) salary differential is removed.~~

~~B. The Administrative Sergeant, Detective Sergeant and Traffic Sergeant assignments are not considered to be promotional. This appointment is made after a review of qualifications. The sergeants assigned as the Administrative Sergeant, Detective Sergeant and Traffic Sergeant will receive a five percent (5%) salary differential for the duration of the assignment. When the individual rotates back to patrol the five percent (5%) salary differential is removed.~~

~~C. Effective the first full pay period in 2005, any employee assigned to operate a motorcycle, with the exception of the Traffic Sergeant who is paid in accordance with Section B above, shall receive a five percent (5.0%) salary differential for the duration of the assignment. When the assignment is concluded, the five percent (5.0%) salary differential will be eliminated.~~

~~E. The School Resource Officer assignment is not considered to be promotional. Appointments are made after a review of qualifications. Personnel assigned as the School Resource Officer will receive a five percent (5.0%) salary differential for the duration of the assignment. When the individual rotates back to patrol, the five percent (5.0%) differential is removed.~~

13.3 STEP INCREASES

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

A. Step A shall be the minimum hiring rate.

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

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

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

13.4 PENSION REIMBURSEMENT~~EMPLOYER-PAID EMPLOYEE CONTRIBUTION TO PENSION~~

A represented regular employee's base monthly salary shall be as stated in Section 13.1, with the employee's PERS contribution paid by the City.

- Classic safety employees shall make the 9.0% employee contribution towards PERS.
- Classic miscellaneous employees shall pay their 8% employee contribution towards PERS and an additional 1% towards the employer PERS contribution for a total of 9% contribution towards PERS pension costs.
- New miscellaneous employees, as defined by PERS shall pay a minimum of 9% towards PERS pension costs.
- Effective the first full pay period in July 2015, both safety and miscellaneous

classic employees shall make an additional 1.5% contribution towards PERS, for a total of 10.5% contribution towards PERS.

- Effective the first full pay period in July 2015, new miscellaneous employees, as defined by PERS shall pay a minimum of 10.5% towards PERS pension costs.
- Effective the first full pay period in July 2016, both safety and miscellaneous classic employees shall make an additional 1.5% contribution towards PERS, for a total of 12.0% contribution towards PERS.
- Effective the first full pay period in July 2016, new miscellaneous employees, as defined by PERS shall pay a minimum of 12.0% towards PERS pension costs.
- Both miscellaneous and safety employees hired after December 31, 2012, who are not "Classic Employees" as defined for PERS and are receiving retirement benefits as per the Public Employees' Pension Reform Act (PEPRA), shall pay 50% of the normal costs of their retirements as determined by PERS in accordance with PEPRA requirements or 12.0%, whichever is greater.

An employee's pension contribution shall be tax deferred and made in accordance with IRS Section 414 H(2).

~~A. Employees' base pay is contained in the salary schedule included under Article 13.1 above. The employee contribution to the Public Employees' Retirement System (PERS) of 7% is paid by the City for non-sworn personnel and of 9% is paid by the City for sworn personnel. Said contributions shall be refundable by PERS to the employee upon termination as per PERS rules.~~

~~B. The employer-paid employee contribution to PERS shall be reported to PERS as special compensation so that it will be included as compensation for calculation of retirement benefits. Any required additional employee contribution to PERS on this special compensation shall be the responsibility of the employee.~~

~~C. Pursuant to Article 7.4 Retirement Plan for Sworn Police Personnel, the Association and City may agree that sworn personnel will resume paying a portion of the PERS member rate that is equivalent to the amount needed to pay the sworn members' designated contribution to the 3% at age 50 benefit. This is subject to a determination that such arrangement would allow represented sworn members to pay their portion of the 3% at age 50 with pre-tax dollars and is permissible under PERS and any other applicable laws.~~

13.5 HOURLY RATE OF PAY

The hourly rate shall be calculated by multiplying the monthly salary by twelve and dividing by 2,080 for sworn employees and by 1,950 for non-sworn employees, except for the full-time ~~Parking Enforcement~~ Community Service Officer and Property Evidence Specialist which are currently assigned to a 40 hour work week.

13.6 LONGEVITY BONUS

Effective December 1, 2014~~1998~~, and each December 1 thereafter, the City shall make longevity bonus payments to those employed with the City as of the day of the payment as follows:

A. For employees with 5~~7~~ years of service with the Department~~City~~ but less than 10~~5~~ years, the annual longevity bonus payment shall be three percent (3%) of their annual base rate of pay.

B. For employees with 10~~5~~ years of service with the Department~~City~~ but less than 20 years, the annual longevity bonus payment shall be six~~five~~ percent (6~~5~~%) of their annual base rate of pay.

C. For employees with 20 or more years of service with the Department~~City~~, the annual longevity bonus payment shall be nine~~seven~~ percent (9~~7~~%) of their annual base rate of pay.

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

~~13.7 SERVICE CREDIT AWARD~~

- ~~Criteria for Service Credit~~
  - ~~Age 50~~
  - ~~PERS retirement eligible~~
  - ~~Employee must designate that they will retire during the term of this MOU~~

- ~~Service Credit for Sergeant Classification~~
  - ~~For eligible employees effective July 2010 – 9.0%~~
  - ~~For eligible employees effective January 2011 – 6.0%~~
  - ~~For eligible employees effective July 2011 – 3.0%~~
  - ~~Service Credit eliminated effective the last full pay period of June 2012~~

- ~~Service Credit for Police/Corporal Classifications~~
  - ~~For eligible employees effective July 2010 – 10.5%~~
  - ~~For eligible employees effective January 2011 – 7%~~
  - ~~For eligible employees effective July 2011 – 3.5%~~
  - ~~Service Credit eliminated effective the last full pay period of June 2012~~

~~13.8 SHIFT DIFFERENTIAL PAY (EFFECTIVE THE FIRST DAY OF THE FIRST FULL PAY PERIOD IN JANUARY 2011 , THE CITY SHALL ELIMINATE SHIFT DIFFERENTIAL.)UNTIL THE JANUARY 2011 ELIMINATION, THE FOLLOWING PROVISION IS IN EFFECT:~~

~~A.~~

~~Effective with the first full pay period in July 2010, sworn personnel assigned to night shift shall receive 2.0% of their base rate of pay as shift differential pay for all hours worked~~

~~Effective with the first full pay period in January 2011, shift differential shall be eliminated~~

~~B. In the event that either the City or the Association terminates the Twelve-Hour Shift work schedule during the life of this agreement, the City and the Association shall meet and confer to restructure the shift differential pay benefit, keeping the overall cost to the City the same.~~

~~C. Sworn personnel working a night shift, in part or in whole, on either a voluntary or mandatory overtime basis shall not receive shift differential pay.~~

~~D. Sworn personnel working the night shift on a temporary assignment shall not receive shift differential pay unless they work a minimum of three consecutive night shifts. Three consecutive night shifts, within the meaning of this section, shall be two complete twelve (12) hours shifts, in conjunction with an eight (8) hour shift for a total of 32 hours or three consecutive twelve (12) hour night shifts for a total of 36 hours. At the point when the 32-hour or 36-hour provision(s) are met shift differential pay shall be awarded, and shall include retroactively the preceding 32 or 36 hours of work.~~

~~E. Management shall fill temporary assignments in such a manner that multiple-day assignments are not broken up to avoid the payment of shift differential under the provisions in sub-section 13.7D. Voluntary arrangements and department emergency needs are exempted from this (13.7E) provision.~~

ARTICLE XIV

OVERTIME

14.1 OVERTIME POLICY - DEFINITION

Overtime work for all employees, except as otherwise provided, shall be defined as any time worked beyond the normal working day or shift, or beyond the normal work cycle. If time is lost during the regular work cycle for unexcused absence, overtime pay on a daily basis shall not be allowed. Time worked in excess of the basic work cycle because of changes in days-off or shifts shall not be considered overtime. Except as otherwise provided herein, overtime shall commence at the time an employee reaches the place where they are directed to report and shall continue until they are released or the work is completed, whichever is the earlier. Compensation for an overtime shift shall be based upon the same method as for regular shifts, modified by the overtime rate.

14.2 OVERTIME COMPENSATION

A. Rates of Pay

1. Time and a half. All represented employees shall be paid overtime at the rate of time-and-one-half their regular hourly rate.

A minimum of two hours shall be paid for training sessions, shift meetings and all such mandatory assignments.

2. Double Time for Eight-Hour Shift. Compensation for overtime in excess of twelve consecutive hours in any eighteen-hour period shall be double the employee's regular time rate for such excess.

3. Double time for ten-hour shift. Compensation for overtime in excess of thirteen (13) consecutive hours in any twenty-four hour period shall be double the employee's regular time rate for such excess.

4. Double Time for Twelve-Hour Shift. Compensation for overtime in excess of fourteen (14) consecutive hours in any twenty-four hour period shall be double the employee's regular time rate for such excess.

5. Double time provisions of the above sections would not apply to training situations. Two examples: 1. An employee's twelve (12) hour shift ends at 0600 hours, training begins at 0800 hours and lasts until noon. That employee would receive four (4) hours of overtime at one and one-half (1 ½) the employee's regular time rate and would not be compensated for the time between the end of his/her shift and the beginning of the training. 2. An employee's twelve (12) hour shift ends at 0600 hours; training begins at 0600 hours and lasts until 1000 hours. That employee would receive four (4) hours of overtime at one and one-half (1 ½) the employee's regular time rate.

6. Overtime situations which arise under paragraphs 2, 3 and 4 of Section 14.2: Officers shall not deliberately be placed in an unpaid status for any period of time following the end of their regular shift in an effort to avoid the double time provisions taking affect.

B. Form of Compensation

1. Employee's choice. Overtime compensation shall be in the form of cash or compensatory time off (CTO), with the exception below, at the employee's choice.
    a. If an employee is backfilling a position that is off due to CTO, the employee providing the backfill will not be eligible for CTO, they will be provided cash compensation for the appropriate number of hours worked.
    b. CTO requests will be submitted at least 21 days in advance of the requested date. Requests will be approved/denied on a first submitted, first reviewed for approval. If approved, approved CTO is treated like approved vacation.

~~1.~~2. Maximum CTO accrual for sworn employees. Sworn employees may accrue a maximum of ~~one hundred hours of CTO time until July 1, 2000, at which time the maximum limit is increased to one hundred twenty-five (125) hours of CTO. Effective 2006January 1, 2001, the maximum accrual limit for CTO is increased to o~~one hundred fifty (150) hours.

~~2.~~3. Maximum CTO accrual for non-sworn employees. Non-sworn employees may accrue a maximum ~~of one hundred hours of CTO time until July1, 2000, at which time the maximum limit is increased to one hundred twenty-five (125) hours of CTO. Effective 2006January 1, 2001, the maximum accrual limit for CTO is increased to~~ one hundred fifty (150) hours.

C. Minimum Overtime Guarantees

1. Minimum Call-Out Compensation

   Employees not otherwise excluded from receiving overtime pay who are called out to perform unscheduled work shall be compensated for a minimum of two hours work at the time-and-one-half rate.

2. Appearances in Court, Including Pretrial Conferences

   a. Morning session only: Overtime compensation amounting to four hours shall be granted except as follows.

      If a court appearance is scheduled within one hour of an officer's start time, that officer shall receive two (2) hours of compensation at the overtime rate.

   b. Afternoon session only: Overtime compensation amounting to four hours shall be granted except as follows.

      If a court appearance is scheduled within one hour of an officer's start time, that officer shall receive two (2) hours of compensation at the overtime rate.

   c. Morning and afternoon sessions: If a sworn officer is required to be present at both a morning and an afternoon session of a court or hearing, they will be granted overtime compensation in the amount of four hours for the morning session and will receive overtime compensation on a time-for-time basis starting at 1200 hours for the afternoon session.

   d. Sworn employees who appear at the offices of the District Attorney shall be compensated for time spent in consultation at the time-and-one-half rate with a minimum of two hours paid at said rate, subject to departmental rules verification. ~~In no circumstance shall overtime payment be made for telephone consultation.~~ Employees who are subject to telephone consultation with the offices of the District Attorney, outside of the employees normal work schedule, shall be compensated at the time-and-one-half for actual time worked.

e. If a court appearance is scheduled on the employee's day off, vacation or time scheduled off on holidays or compensatory time, and such appearance is canceled by the court after 5:00 p.m. of the previous court workday, the employee will be eligible for four hours pay provided that the employee telephones the Police Department Subpoena Clerk or the Department designated process prior to 5:00 p.m. of the previous court workday and is informed that the appearance still is scheduled.

All compensation for scheduled court appearances shall be determined by Section 14.5 only. For purposes of notification of cancellation, it shall be deemed notification by leaving a message on the employee's phone voice mail ~~answering machine~~.

f. Call-Out Standby
When an employee is directed to remain available for departmental call-out, the employee shall receive two hours compensation at the overtime rate for every eight hours or fraction thereof of standby time.

14.3 NON-ON-CALL OVERTIME
Non-on-call overtime, or that overtime which represents a simple extension of the normal workday, is not subject to any minimum period for pay purposes. Compensation will be based on the nearest one-half hour with increments of time less or more than one-half hour to be rounded off, except that overtime worked during the first one-half hour following a normal shift shall be compensated by a minimum of one-half hour overtime.

14.4 MINIMUM CALL-OUT COMPENSATION
Employees not otherwise excluded from receiving overtime pay who are called out to perform unscheduled work shall be compensated for a minimum of two hours work at the time-and-one-half rate.

14.5 TIME OFF IN LIEU OF COURT APPEARANCE COMPENSATION
Whenever possible, the City shall grant eight hours off in lieu of pay when an officer works the night shift on the same day the officer is required in court for a minimum of six hours.

14.6 MEALS

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

B. For Eight-Hour-Shift:
A meal allowance in the amount of ten dollars shall be paid to represented employees whenever such employees are required to work twelve or more consecutive hours.

For Ten-Hour-Shift:

A meal allowance in the amount of ten dollars shall be paid to represented employees whenever such employees are required to work thirteen or more consecutive hours.

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

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

14.7 COURT APPEARANCE ON VACATION
When an employee is on vacation and the vacation is interrupted by a court appearance, the employee shall be given an additional vacation day for each day of court appearance and, subject to approval by the Chief of Police, for travel time when the return from vacation is outside of the immediate area.

14.8 COMMUTER TRAINING
The Department shall set reasonable standards for travel time to training locations. An employee who is enrolled in a training program in which commuting on a day off is mandatory shall be paid straight time for travel time. An employee who is claiming mileage shall receive mileage reimbursement at the IRS rate for each mile driven from the employee's house or from the Department, which ever is less. If travel must occur during the employee's scheduled shift, and the standard travel time is in excess of four hours, then the employee shall be compensated for the entire shift for travel time and shall not be required to work the remainder of the shift. If the standard travel time is less than four hours, then the employee shall work the remainder of the shift and shall be compensated for the time worked and the standard travel time. Benefits under this section shall not be paid for academy, range training, first aid, CPR training or travel from a lodging site to the training site for resident training programs.

14.9 WORK ON SCHEDULED DAY OFF
An employee who works on a regularly scheduled day off will not be required to report before the beginning of the shift or to hold over beyond the end of that shift, except in an emergency (as defined in Section 12.4(E) of this Agreement).

ARTICLE XV

WORKING IN HIGHER CLASSIFICATION

15.1 HIGHER CLASSIFICATION PAY
A classified employee shall be entitled to receive five percent (5%) additional pay when working temporarily in a higher classification.

ARTICLE XVI

PROMOTIONS, EXAMINATIONS AND ELIGIBILITY LISTS

16.1 ELIGIBILITY

Effective July 1, 1998, eligibility for promotions for those employees hired after July 1, 1994, and effective July 1, 2004, all service requirements refer to the City of El Cerrito Police Department Service, will be as follows:

A. Corporal -- two years in service with the El Cerrito Police Department and an AA degree or 60 semester units, of which a minimum of 27 semester units must be in general education courses.

B. Sergeant -- three years in service with the El Cerrito Police Department and 90 semester units, of which a minimum of 27 semester units must be in general education courses.

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

Assuming that all other prior minimum requirements are met, officers who presently do not meet the educational requirements for promotion to Corporal or Sergeant at the time of the promotional examination still may take the examination and be placed on the promotional eligibility list according to their score on the examination; however, they cannot be promoted until the educational requirements are met fully.

16.2 PROMOTIONAL EXAMINATIONS

It is the policy of the City of El Cerrito Police Department that promotional examinations for the positions of Sergeant, Lieutenant and Commander will be “closed promotional” examinations, except when fewer than three (3) qualified candidates have applied and participate in the selection process.

In the event that the number of qualified candidates for the positions of Police Sergeant, Lieutenant or Commander is fewer than three (3) for a single vacancy, with at least one additional candidate for each additional vacancy, the Chief of Police, with the concurrence of the City Personnel Officer, may seek an alternative selection process. This may include, but is not limited to, lateral testing, which could include qualified police candidates from other agencies, as well as El Cerrito Police Department candidates.

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

16.3 ELIGIBILITY LISTS

Effective upon adoption by the City Council, all new open competitive and promotional civil service eligibility lists for represented employees shall be limited to an initial duration of one year with the possibility of an extension up to one additional year. As specified in the Personnel Rules, these lists are considered exhausted whenever the appointing authority declines to make a selection from the list.

ARTICLE XVII

EDUCATION BENEFITS

17.1 CAREER INCENTIVE PROGRAM - SWORN PERSONNEL

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

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

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

An employee receiving compensation in accordance with the Career Incentive Program as of December 1, 2017, shall not have their Career Incentive decreased or eliminated due to the implementation of the new program effective January 2018.

~~A. Eligible employees are those Patrol Officers who qualified for payments prior to July 1, 2005.~~

~~Intermediate POST Certificate~~

~~A monthly education incentive payment shall be paid to qualified personnel who, pursuant to this article: (1) complete fifty hours or three units of approved study or training during the prior fiscal year or (2) accumulate sixty semester units or the equivalent in quarter units of approved training or (3) attain an A.A. or A.S. degree of approved training or (4) obtain an intermediate POST certificate, provided that such personnel have attained permanent employment status.~~

~~Advanced POST Certificate/Education~~

~~An additional monthly education incentive payment shall be paid to qualified personnel who (1) obtain an advanced POST certificate and an A.A. or A.S. degree or (2) obtain an approved baccalaureate degree and possess a POST intermediate certificate or (3) possess a POST intermediate certificate and complete fifty hours or three semester units during the prior fiscal year as part of the employee's continuing~~

~~progress toward a baccalaureate degree, the employee having already accumulated sixty semester units or the equivalent in quarter units toward said baccalaureate degree. Note: Please see additional criteria established in 17.2, 17.3, 17.4, 17.5, 17.6, 17.7 and 17.8.~~

~~The education incentive for patrol officers who qualify for an Intermediate POST Certificate/education benefit shall be $210/month; the education incentive for those who qualify for an Advanced POST Certificate/education benefit shall be $290/month.~~

~~Employees eligible to receive the monthly education incentive payments prior to August 15, 1986, shall continue to be eligible to receive this benefit notwithstanding a change in their salary step resulting from the implementation of the Classification and Pay Study.~~

~~B. Patrol Officers who become eligible for the career incentive program after July 1, 2005 shall receive the following:~~
- ~~$210 per month if the employee has an AA/AS degree from an accredited college; or~~
- ~~$210 per month if the employee has completed 60 semester units and completes 6 semester units every 24 month.~~
- ~~$290 per month if the employee has a BA/MS degree from an accredited College or University.~~

~~C. Corporal (Eligible employees are those Corporals who qualified for payments prior to July 1, 2005.)~~

~~Advanced POST Certificate/Education~~

~~A monthly education incentive payment shall be paid to qualified personnel who (1) obtain an advanced POST certificate and an A.A. or A.S. degree or (2) obtain an approved baccalaureate degree and possess a POST intermediate certificate or (3) possess a POST intermediate certificate and complete fifty hours or three semester units during the prior fiscal year as part of the employee's continuing progress toward a baccalaureate degree, the employee having already accumulated sixty semester units or the equivalent in quarter units toward said baccalaureate degree. Note: please see additional criteria established in 17.2, 17.3, 17.4, 17.5, 17.6, 17.7 and 17.8.~~

~~Effective July 3, 1994, the education incentive for corporals who qualify for an Advanced POST Certificate/education benefit shall be $80/month.~~

~~D. Corporals who become eligible for the career incentive program after July 1, 2005 shall receive the following:~~
- ~~$210 per month if the employee has an AA/AS degree from an accredited college; or~~

- ~~$210 per month if the employee has completed 60 semester units and completes 6 semester units every 24 month.~~
- ~~$290 per month if the employee has a BA/MS degree from an accredited College or University.~~

~~E. Sergeant~~

~~Effective July 1, 2005, Sergeants shall be eligible for the following career incentive pay program:~~

- ~~$210 per month if the employee has an AA/AS degree from an accredited college; or~~
- ~~$210 per month if the employee has completed 60 semester units and completes 6 semester units every 24 month.~~
- ~~$290 per month if the employee has a BA/MS degree from an accredited College or University.~~

17.2 ESTABLISHING ELIGIBILITY

To qualify for the full fiscal year, officers shall submit proof of eligibility prior to June 30. Officers shall be eligible for partial-year payment when qualification occurs on an anniversary date or upon receipt of a qualifying certificate or degree. It shall not be necessary to resubmit evidence of qualification when eligibility is based on a degree, certificate or documented units.

17.3 ELIGIBILITY CRITERIA - THREE UNITS/FIFTY HOURS

Qualification based on three units or fifty-hour training courses shall occur providing the units or training hours are completed in the fiscal year prior to June 30. In unusual instances involving course availability, the June 30 date may be waived by the Chief of Police. In those instances, benefits will commence upon completion of the course. Training or courses shall be approved in advance by the Chief of Police and must be relevant and reflect educational growth.

Prior approval of the degree program shall be obtained from the Office of the Chief of Police.

17.4 DEGREES

Degrees must have relevancy to the criminal justice system and must meet POST standards that relate to work or life experience credits and must result from attendance at an accredited public or private school, college or university.

17.5 GRADES

To receive credit for qualification, a course must be completed with a satisfactory record of achievement or credit. If grades are issued for a course of study, a minimum grade of C or its equivalent must be attained for credit.

17.6 ATTENDANCE

Attendance shall be on an off-duty, no-compensation basis at no expense to the City of El Cerrito.

17.7 Teaching and Public Speaking

Officers may secure credit by teaching, without compensation, approved courses of study in their own professional field. Officers who wish to teach or make public appearances must submit in advance an acceptable outline of their material to the Chief of Police. A maximum of three hours credit will be granted for each hour spent in teaching or public speaking, depending upon the amount of preparation time necessary for the assignment. When the material is presented on successive occasions, the advance preparation is not required. Credit will be given only for the time needed to complete the assignment.

17.8 Projects

Research projects may be undertaken with the advance approval of the Chief of Police. Approval to conduct the project will depend upon the current and/or potential departmental need for the project and the potential benefit to be derived from the project by the department. A project outline must be submitted in writing and shall include a statement of objectives, scope, estimated time, and cost and value to the department. Officers will be required to file an acceptable final report on all projects. Credit time will be discussed on an individual basis at the time of approval.

17.9 Career Incentive Payment Eligibility

Employees become eligible for the Career Incentive Pay upon submitting the qualifying documentation/request to the Police Department. The City is not responsible for payment of Career Incentive Pay prior to an employee's written request and eligibility for Career Incentive Pay.

17.10 Tuition Refund Plan - Sworn and Nonsworn

When an employee enrolls in approved courses on their own time for non City approved/designated institutions, the City will pay required school fees, such as tuition and registration fees and books required by the course syllabus subject to the annual reimbursement limit of $500 while pursuing an AA, $1,000 while pursuing a BA/BS or $1,500 while pursuing a MA/MS. Effective July 1, 2007, the City will increase its reimbursement for City approved/designated institutions to $1,000~~750~~ while pursuing an AA, $2,500~~$2,000~~ while pursuing a BA, or $3,500 ~~3,000~~ while pursuing an MA/MS. Mileage and optional fees shall not be refundable. Department head approval shall be obtained by the employee before registering for any course in order to be eligible for refund on required fees. Reimbursement shall only be made upon satisfactory completion of the course. Receipt of tuition reimbursement shall not affect an individual's eligibility for education incentive pay.

Courses taken at any college, university, high school, business or technical school shall be approved when they are:

A. Related to the employee's present position in the City.

B. Related to the employee's potential development with the City.

C. Part of a program leading to a degree relating to the employee's present position or potential for development.

D. Required to obtain a high school diploma.

Any employee may apply for such refund of required fees, pursuant to the rules and procedures established by the City Manager.

In the event an employee receives assistance under federal or state government legislation or other student aid programs for education charges for any approved course, only the difference between such assistance and the education charges an employee actually incurs may be refunded under this plan.

If an employee fails to satisfactorily complete an approved course, he or she shall not be eligible for a tuition or book refund for that course.

ARTICLE XVIII

MISCELLANEOUS

18.1 UNIFORM ALLOWANCE

~~Effective January 1, 2008, the uniform allowance will be increased by $75 for sworn employees for a total of $925 per year and $50 for non-sworn employees for a total of $675 per year.~~ Effective January 1, 2009, the uniform allowance will be increased by $75 for sworn employees for a total of $1,000 per year and by $50 for non-sworn employees for a total of $725 per year. Uniform allowance shall be paid on the first payroll date in December, covering the calendar year beginning the prior January. Such payment shall be by separate check. Any employee who leaves City employment during the calendar year shall be paid by the City for pro-rated uniform allowance only for months worked in that calendar year.

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

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

18.2 UNIFORM DAMAGE

It is the policy of the City to pay for the cost of repairing uniforms and equipment of members of the Police Department which are damaged in the line of duty. If uniforms are damaged beyond repair, the City will pay the actual value of the uniform and/or equipment, to be determined according to a depreciation schedule. The claim shall be submitted through the Chief of Police to the City Manager, who shall make the final decision.

18.3 AUTOMOBILE ALLOWANCE

Reimbursement for the use of automobiles owned by employees and used on City business on an intermittent basis shall be at the rate established by the Internal Revenue Service, unless the City is reimbursed by POST, in which event the employee shall be reimbursed at the same rate as the POST reimbursement.

18.4 EQUIPMENT

In order to maximize officer safety, the City shall endeavor to provide modern and effective police equipment, including, but not limited to, patrol vehicles, radio equipment and other safety equipment. Prior to implementing changes in the specifications of such equipment, the City shall notify the Association and solicit Association input on the proposed changes. Authority and responsibility for decisions on equipment acquisitions and changes rests with the Chief of Police.

18.5 TRAINING

The Police Department shall endeavor to provide training for sworn officers which is pertinent to and commensurate with their duties and responsibilities.

~~18.6 REOPENER~~

~~The City or the Association may, during the term of the MOU, notify the other party, in writing, of its desire to reopen the MOU for the sole purpose of meeting and conferring on one non-economic item of its choosing.~~

18.7 BILINGUAL PAY

The City shall pay one hundred dollars ($100.00) per month to ~~full-time~~ employees ~~and fifty dollars ($50.00) per month for cadets and part-time employees~~ who are in positions designated by the City as bilingual and who have passed a proficiency test agreed upon by the City and the ECPEA. ~~The parties shall work together to determine an appropriate testing procedure to be in effect no later than July 1, 2005.~~

ARTICLE XIX

SENIORITY

19.1 DEPARTMENT SENIORITY

A. Employees shall be placed on the department seniority list in accordance with their most recent date of hire.

B. When two or more employees are assigned to the payroll on the same date, seniority shall be given in accordance with the relative standing on the respective eligibility list.

C. The most recent date of hire for temporary employees who are appointed to full-time positions shall be the most recent date of hire as a temporary employee, provided that the transition takes place without interruption in service.

19.2 CLASSIFICATION SENIORITY

A. Employees shall be placed on a classification seniority list in accordance with their most recent date of appointment to the specific classification.

B. When two or more employees are appointed or promoted to the same classification on the same date, seniority shall be given based upon the relative standing on the respective eligibility list.

C. The most recent date of appointment for temporary employees who are appointed to full-time positions shall be the most recent date of appointment as a temporary employee, provided that the transition takes place without interruption in service.

19.3 MEDICAL LEAVE

Placement on seniority lists shall not be affected by leaves of absence granted for medical reasons.

19.4 VACATION PREFERENCE

A. Vacation preference shall be governed by position on the classification~~department~~ seniority list in those instances where two or more employees are assigned to the same vacation pool.

B. Vacation pool, for the purpose of this article, refers to the Field Operations Division pool, the Administrative Division pool and the Detective Division pool.

19.5 SHIFTS AND DAYS-OFF PREFERENCE

A. ~~Effective January 2006, s~~Shifts shall be of a six~~e~~ (6)~~four (4)~~ month duration. Shift and days-off preference shall be governed by position on the classification seniority list. ~~An employee may not sign up for the same shift for more than three (3) consecutive times.~~ This section does not apply to probationary employees who are assigned to specific shifts and/or days-off for training or evaluation purposes.

B. Nothing in this section shall prohibit management from adjusting shifts and/or days-off in order to maintain minimum staffing levels that are consistent with the protection of lives and property of the El Cerrito citizens and the efficient operation of the department.

B. ~~C.~~ Shift and days-off changes due to staffing shortages shall not be governed by seniority. Management will attempt to rotate shift and days-off changes amongst the various members.

C. Filling of vacancies in patrol shifts created through transfer, promotions or separation from service shall be governed by seniority as long as training and operational needs of the Department are met as determined by the Chief of Police.

19.6 SENIORITY ADJUSTMENTS

Seniority shall be adjusted (reduced) in calendar days to reflect:

A. Time spent on unpaid leave of absence except for medical leaves (section 19.3) and in accordance with State and Federal Statues. .

B. Time spent on suspension, if the suspension exceeds five calendar days.

19.7 TERMINATION OF SENIORITY

Termination of seniority shall occur upon:

A. Resignation: Employees rehired within twelve months shall retain seniority minus the period of non-employment in calendar days as provided in Section 19.6.A.

B. Discharge: Subject to modification through the appeal process.

C. Retirement.

D. Layoff in excess of three years.

E. Failure to comply, report or respond to a recall notice within twenty calendar days from the date of receipt of such notice.

ARTICLE XX

LAYOFF PROCEDURES

20.1 PURPOSE

This article provides the procedure to be followed when an employee is displaced/laid off from his or her position due to a reduction in the workforce.

20.2 DEFINITIONS

A. Layoff: The dismissal of at least one employee due to lack of work, lack of funds or abolishment of position.

B. Downgrade: A change in job classification of which the top salary is less than the top salary of the employee's present classification due to a layoff.

C. Salary: The monthly salary range and respective step for the affected classification.

20.3 NOTIFICATION

A. Whenever the department head anticipates a reduction in the workforce, immediate notification to the City Manager shall be made. The notification shall include the anticipated number and classifications of employees to be laid off and a plan for conducting an orderly layoff to reduce adverse effects on employees to be laid off.

B. The Employee Services Manager shall notify affected employees, in writing, of the impending layoff at least thirty days in advance of layoff. Notice to an employee absent from work for any reason shall be sent by registered United States mail.

C. The Notice of Layoff shall include an explanation of an employee's right to accept layoff in lieu of downgrade pursuant to Section 20.4.E. of this article.

20.4 LAYOFF POLICY

A. The City agrees to meet and confer with the Association prior to any action taken on a proposal to reduce the workforce.

B. During the first three years following a layoff, laid off employees shall have the right to reinstatement to any vacancies in the classification from which they were laid off.

C. Laid off employees shall be eligible to take promotional examinations if they meet the minimum qualifications for the position in question. This eligibility shall not exceed two years.

D. An employee scheduled for layoff shall have the right to downgrade to a former classification in which the employee held probationary or permanent status. An employee who is downgraded pursuant to this article shall be paid in the new classification the salary range step closest to the monthly pay rate received immediately prior to downgrade. An employee who accepts downgrade in lieu of layoff shall retain the right of their former classification for a period of four years.

E. An employee downgraded pursuant to Section 20.4.D shall assume the seniority position that he or she would have been entitled to had the employee been serving continuously in the position to which he or she has downgraded.

20.5 ORDER OF LAYOFF

A. Layoff shall be by classification unless the department head, with the approval of the City Manager, deems it in the best interest of the department to make reductions in classification first and thereby cause separation from the service only in the lower ranks.

B. Employees who have held probationary or permanent status in non affected classifications shall have the right to downgrade pursuant to Section 20.4.D.

C. The services of all temporary, part-time and probationary employees in the classification affected shall be terminated, in that order, before any reduction in the regular workforce.

D. Layoff amongst full-time employees in the affected classification shall be made on the basis of classification seniority.

20.6 EXCEPTION TO ORDER OF LAYOFF

A. Whenever the department head believes that the best interests of the department require the retention of employees with special qualifications, characteristics and fitness for the work, the department head may request an exception to the order of layoff. Such request shall be made to the City Manager in writing.

B. If the Association disagrees with a request for an exception to the order of layoff, the Association may request that the matter be studied by a review committee. The review committee shall be comprised of an Association representative, a management representative and a third party to be mutually agreed upon by the first two representatives. The review committee shall rule upon the appropriateness of an exception to the order of layoff. The finding of the review committee shall be final. The review of an exception to the order of layoff shall be the only role of this committee.

20.7 MEDICAL EXAMINATION PRIOR TO LAYOFF

A medical examination shall be provided to any employee scheduled for and prior to a layoff, at City expense, unless the employee waives such examination.

20.8 FRINGE BENEFITS

A. Employees being laid off shall be paid vacation, holiday accrual, overtime accrual and similar benefits per applicable ordinances and agreements.

B. Employees being laid off may elect to receive compensation for one-fourth of the employee's accumulated and unused sick leave on the books at the date of layoff, with a maximum payment equivalent to twenty-five day's sick leave. If the laid off employee is reemployed, all sick leave credit in the employee's account at the time of layoff shall be reinstated upon repayment to the City of the sick leave paid upon layoff.

C. At a minimum, laid off employees will be provided COBRA coverage to maintain health plan benefits. This coverage will be available to employees for a period not to exceed three years. Laid off employees, however, shall maintain such health plan benefits at their discretion and with no cost to the City.

20.9 ASSISTANCE TO AFFECTED EMPLOYEES

Assistance with unemployment benefits and the availability of retirement benefits or refunds shall be provided by the Employee Services Manager at the request of the laid off employee.

20.10 RECALL

A. Employees in layoff status shall retain recall rights for a period of three years following layoff and shall have preference to work over applicants on eligibility lists.

B. Recall shall be made by restricted, registered United States mail to the employee's last known address in the City personnel file. Recalled employees must signify their intent to return to work within twenty calendar days of receipt of the recall notice. Response to recall shall be made to the Employee Services Manager.

C. Recall shall be offered to laid off employees provided that they are physically capable of performing the duties of the job. Recalled employees must pass successfully a medical examination prior to reappointment. The medical standard shall be based upon the results of the medical examination at the time of layoff and the natural aging process.

D. Recall from layoff shall be by classification in the reverse order of layoff.

E. An employee recalled within three years of layoff shall keep the same department and classification seniority as existed prior to layoff.

~~F.~~D. Employees who return to a job classification covered by this agreement from a management status shall receive that rate of pay which is closest to that rate of pay in the classification that they were receiving prior to return.

ARTICLE XXI

INVESTIGATION RIGHTS

All employees represented by the Association shall be afforded the rights conferred upon public safety officers as set forth in Government Code Section 3300, et seq.

ARTICLE XXII

DISCIPLINARY ACTION

The City agrees that no disciplinary action against an employee covered by this Memorandum of Understanding, which action involves a loss or reduction of pay or discharge, shall be imposed unless such action is recommended by the Chief of Police in a predisciplinary "Skelly" notice delivered to the employee within one year, without exception after the date of the incident giving rise to the disciplinary action or within one year, without exception, of the date the City has knowledge of the incident giving rise to the disciplinary action.

ARTICLE XXIII

PART-TIME EMPLOYEES

23.1 DEFINITION -- PART-TIME EMPLOYEES

Part-time employees are defined as those represented classifications that work less than 37.5 hours per week. These classifications shall be paid an hourly wage for hours worked.

23.2 COMPENSATION

Compensation for part-time employees is covered by the salary schedule which is included as an addendum to this Agreement.

23.3 MERIT INCREASES

Except for Crossing Guards and Cadets, part-time employees are eligible for merit increases annually (until they reach top step) if they obtain satisfactory performance evaluations from their supervisors, approval by the Chief of Police and a recommendation for a salary increase.

23.4 RETIREMENT

For part-time employees who work 1,000 hours or more in a fiscal year the City will pay the full required employere contribution ~~(7%)~~ to the Public Employee Retirement System (PERS). ~~as well as the required employer's contribution. The employer-paid employee contribution to PERS shall be reported to PERS as special compensation so that it will be included as compensation for calculation of retirement benefits. Any required additional employee contribution to PERS on this special compensation shall be the responsibility of the employee.~~

23.5 HOLIDAY WORK FOR PART-TIME EMPLOYEES

~~Except for Cadets, p~~Part-time employees required~~normally will not be required~~ to work on a holiday~~s. If work is required, they~~ will earn the appropriate overtime rates.

23.6 GENERAL LEAVE

A. Eligibility

Except for ~~Crossing Guards and~~ Cadets, represented part-time employees shall be eligible for general leave after employment with the City on a continuous basis for 12 months.

B. Scheduling

General leave allows part-time employees to earn leave without qualifying it as either sick leave or vacation leave. When used for purposes of illness, the Chief of Police should be notified immediately. When used for a planned vacation, leave shall be approved in advance by the Chief of Police with regard for the preferences of the employee and the needs of the City.

C. Accrual

Eligible part-time employees shall earn general leave based on a formula which ensures that a part-time employee will earn general leave equivalent to the amount of sick and vacation leave earned by a similarly situated full-time employee, prorated according to hours actually worked:

1. 12 months to 60 months of continuous service:
   The number of hours worked in the pay period are divided by 75 hours and multiplied by 7.27 to compute the number of hours of general leave earned in that pay period.

2. 61 months to 120 months of continuous service:
   Number of hours worked in pay period divided by 75 hours X 7.96.

3. 121 months to 180 months of continuous service:
   Number of hours worked in pay period divided by 75 hours X 9.00.

4. 181 months or more of continuous service:
   Number of hours worked in pay period divided by 75 hours X 10.04.

23.7 OVERTIME

Part-time employees will receive overtime as described in Article XIV of this Memorandum for any time exceeding 37.5 hours per week or when holidays are worked.

23.8 UNIFORM ALLOWANCE

Effective January 1, 2001, non-sworn, part-time uniformed employees except for Cadets will be provided a uniform allowance equal to one-half of the uniform allowance provided to full-time non-sworn employees.

The City will continue to issue initial uniforms to all non-sworn, part-time employees including Cadets upon hire, but such employees will be responsible for the cleaning, maintenance, and replacement of such uniforms, except as provided for in Section 18.2.

Uniform allowance shall be paid on the first payroll date in December, covering the calendar year beginning the prior January. Such payment shall be by separate check. Any employee who leaves City employment during the calendar year shall be paid by the City for pro-rated uniform allowance only for the months worked in that calendar year.

23.9 APPEAL PROCEDURES

Part-time employees except for Crossing Guards or Cadets who have continuous employment for a minimum of 12 months shall have the right to appeal disciplinary actions to the City Manager. The employee first must appeal to the appropriate supervisor through the chain of command in the department. If the matter is not resolved to the satisfaction of the employee, it may be appealed to the City Manager or a designee. Part-time employees with less than 12 months service are considered to have no appeal rights.

23.10 (4850)

Part time employees are not eligible for benefits (salary continuance) under Labor Code Section 4850 or the Non-Sworn ninety (90) day Salary Continuation Benefit.

ARTICLE XXIV

SAVINGS CLAUSE

If any article or section of this Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Memorandum shall remain in full force and effect for the duration of this Memorandum.

In the event of invalidation of any article or section, the City and the Association agree to meet within thirty days for the purpose of renegotiating said article or section.

* * * * * * *

AGENDA BILL

Agenda Item No. 7(B)

Date: April 17, 2018

To: El Cerrito City Council

From: Kristen Cunningham, Senior Human Resources Analyst
Karen Pinkos, Assistant City Manager

Subject: El Cerrito Public Safety Management Association Memorandum of Understanding

ACTION REQUESTED

Adopt a resolution approving the Memorandum of Understanding between the City of El Cerrito and the El Cerrito Public Safety Management Association – Police Management unit.

BACKGROUND

The City's Public Safety Management Association (PSMA) represents four separate bargaining units: Battalion Chiefs (Fire Department), Police Management (Captain and Lieutenants), Fire Chief, and Police Chief. The Memorandum of Understanding (MOU) for the Police Management unit expired December 31, 2017.

The City's management team and representatives of PSMA have met and discussed the terms of the successor MOU during the past three months. The timing of discussing these agreements, as well as providing the MOU for City Council approval, with the Police Management unit is meant to coincide with the El Cerrito Police Employees' Association (PEA) agreement that has also been in negotiations during the same timeframe.

ANALYSIS

As with the concurrent negotiation process with PEA, discussions with the PSMA focused on modifying salaries in line with the City's financial position, along with ensuring that the MOU for this bargaining unit is consistent with the agreement reached with PEA as well as other management personnel.

The following is a summary of the changes to the MOU that are in line with the authority provided to the City's management team by the City Council:

- The agreement will be effective between January 1, 2018 and December 31, 2019
- Wages:
    - Effective the first full pay period in January 2018, the base monthly salary for all represented classifications shall be increased by 3%
    - Effective the first full pay period in January 2019, the base monthly salary for all represented classifications shall be increased by 3%

- Vacation Cash-Out – Language related to employees cashing out vacation leave was adjusted to comply with the IRS' constructive receipt requirements.
- Tuition Reimbursement – The reimbursement amount for bargaining unit employees pursuing a Master's degree at a recognized college or university will be increased from $1,000 per year to $3,500 per year. Those in pursuit of a Bachelor's degree will continue to receive a $1,000 per year tuition reimbursement.
- Education Incentive Program – The City and the PSMA have agreed to change the current education incentive program from a flat dollar amount to a percentage-based system with the following becoming effective January 2018:

    - An employee who has a BA/BS degree from an accredited college or university shall receive a differential of four percent (4.0%) of base pay.
    - An employee who as a MS/MA degree from an accredited college or university shall receive a differential of five percent (5.0%) of base pay.
        - The incentives are not compounding. An employee can only receive one of the incentives listed above.

Strategic Plan Considerations

Adoption of this agreement will help fulfill the following City of El Cerrito Strategic Plan Goals:

- Goal A: "Delivering Exemplary Public Services" and the objective of "Recruit and retain a talented and effective workforce"

Financial Considerations

The agreement for the El Cerrito Public Safety Management Group is within the initial projections considered for FY 2017-18, therefore funding is available within the adopted budget.

Reviewed by:

Scott Hanin
City Manager

Attachments:

1. Resolution
2. Memorandum of Understanding

Agenda Item No. 7(B)
Attachment 1

RESOLUTION NO. 2018-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO TO ADOPT A NEW MEMORANDUM OF UNDERSTANDING WITH THE PUBLIC SAFETY MANAGEMENT ASSOCIATION BARGAINING UNIT: POLICE MANAGEMENT

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 recognized four bargaining units within the Public Safety Management Association as follows: Battalion Chief, Police Management, Fire Chief, and Police 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) for the Police Management bargaining unit.

NOW, THEREFORE, BE IT RESOLVED, that the El Cerrito City Council hereby adopts the attached Memorandum of Understanding, hereto attached as Exhibit A and incorporated by reference, for the Public Safety Management Association bargaining unit: Police Management; and directs the City Manager to execute the agreements.

I CERTIFY that at a regular meeting on April 17, 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 April XX, 2018.

Cheryl Morse, City Clerk

Agenda Item No. 7(B)
Attachment 1

APPROVED:

____
Gabriel Quinto, Mayor

Agenda Item No. 7(B)
Attachment 2
Resolution No. 2018-XX, Exhibit A

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF EL CERRITO

AND

THE EL CERRITO PUBLIC SAFETY MANAGEMENT GROUP

POLICE MANAGEMENT UNIT

~~JULY 1~~JANUARY 1, 20184 THROUGH DECEMBER 31, 20197

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL CERRITO
AND
PUBLIC SAFETY MANAGEMENT ASSOCIATION – POLICE MANAGEMENT UNIT

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 – Police Management Unit, which hereinafter shall be referred to as “Association – PC.” The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees represented by the Association – PC 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 employees.

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 January~~uly~~ 1, 2018~~4~~ through December 31, 2019~~7~~, and shall be in full force and effect at such date as herein prescribed, upon ratification by both the City Council and affected members of the Public Safety Management Association – Police Management Unit.

City of El Cerrito	**Public Safety Management Association - Police Management Unit**
____________________	____________________
Scott Hanin City Manager	Lt. Stephen Bonini~~Lance Maples~~ Association Representative
Date: ____________________	Date: ____________________

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL CERRITO
AND
PUBLIC SAFETY MANAGEMENT ASSOCIATION – POLICE MANAGEMENT UNIT

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 – Police Management Unit, hereinafter referred as the “Association – PC.” This Agreement establishes the salaries, benefits, and conditions of employment for the City’s public safety management employees – Police Management Unit as follows:

CHAPTER 1

MANAGEMENT EMPLOYEES

1.1 Management employees are, for purposes of this section, those actively involved in the following classifications: Police Captain~~s~~ and Police Lieutenant~~s~~.

CHAPTER 2

SALARIES AND BENEFITS

2.1 Salary

- Effective the first full pay period in January 2018 ~~after adoption by the City Council~~ all Police Captains and Police Lieutenants shall receive a ~~8~~3.0% salary increase

- Effective the first full pay period in ~~July~~ January 201~~5~~9 all Police Captains and Police Lieutenants shall receive a ~~4.5~~ 3.0% salary increase.

- ~~Effective the first full pay period in July 2016 all Police Captains and Police Lieutenants shall receive a 4.0% salary increase.~~

~~A. Effective July 2015, the City shall survey and establish a new control point for the Police Captains and Police Lieutenants classifications.~~

B. A salary range of 25% above and below the control point shall be created, within which a Department Head or the City Manager may approve salary adjustments of up to 5% or 10% per calendar year, respectively.

C. In order to preserve appropriate internal salary relationships and minimum salary compaction, the City Manager may from time to time adjust the salary range in order to reach a minimum of 15% base rate of pay separation between the control point for the Police Lieutenants and the ~~T~~top ~~S~~step Detective Sergeant.

~~D. Note: In addition to the base salary, the City previously contributed eight percent (8%) of salary toward a deferred compensation plan for management employees. All contributions ceased effective February 4, 2001.~~

2.2 Longevity Bonus

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

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

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

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

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

2.3 Uniform Allowance

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

2.4 Auto Allowance

The City will supply an automobile to management employees who, in the opinion of the City Manager, require a City vehicle as an integral part of their work. Alternately, the City will provide a cash allowance of up to $325 per month in lieu of use of a City automobile.

2.5 Pension Plan Benefits and Reimbursement

A. PERS PICKUP

- Effective the first full pay after adoption by the City Council all Police Captains and Police Lieutenants shall contribute a total of 9.0% to the Public Employees Retirement System.

- Effective the first full pay period in July 2015, all Police Captains and Police Lieutenants shall contribute an additional 1.5% to the Public Employees Retirement System for a total of 10.5%.

- Effective the first full pay period in July 2016, all Police Captains and Police Lieutenants shall contribute an additional 1.5% to the Public Employees Retirement System for a total of 12.0%.

~~B. Pension Plan Benefits~~

~~Effective as soon as possible, the City shall no longer contract with the Public Employees Retirement System for the benefit commonly known as EPMC.~~

2.6 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 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 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 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 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
   - PPO

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

D. In the event that 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 ~~Police Chief~~Association agrees to reopen negotiations for the sole purpose of implementing alternative medical coverage.

2.7 Dental Plan
The City will pay the full cost of employee plus dependent coverage under the Delta Dental Plan.

2.8 Retirement Health Plan
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.

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

2.10 Long-term Disability Insurance
The City shall provide employees with long-term disability insurance with coverage of two-thirds salary and a sixty-day elimination period. Like regular wages, this

benefit is taxable.

2.11 Benefit Status

A. The salary and benefits contained within this Memorandum of Understanding are granted only to employees who are 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 an employee 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.

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
	Thanksgiving Day
President's Day (3rd Monday in February)	Day after Thanksgiving
	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day (July 4)	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. (Department managers may make changes in the above schedule in accordance with the needs of their departments.) 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 fall on a Sunday or a Monday, the preceding Friday afternoon shall be considered a holiday for pay purposes.

3.2 Birthday and Floating Holidays

In addition to the recognized municipal holidays, employees shall receive annually three floating holidays, subject to the same requirements for scheduling vacation under Section 5.2 of this agreement. For new employees, the floating holidays are pro-rated quarterly based on date-of-hire. Floating holidays must be taken during the fiscal year they are received and may not be carried over and accumulated.

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

3.3 Compensation for Municipal Holidays

A. An employee on leave-of-absence without pay shall not receive any compensation for holidays occurring during such leave.

B. Regular employees 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
Employees shall accrue sick leave at the rate of 11 hours and 25 minutes per calendar month worked, provided the employee 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, an employee 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 employees may be established or determined to be effective prior to the expiration of sick leave benefits.

4.5 <u>On-the-Job Injury</u>

Regular full-time sworn employees are eligible for benefits (salary continuance) for time off work due to on-the-job injuries as specified in Labor Code Section 4850.

4.6 <u>Accrued Sick Leave As Life Insurance</u>

Upon the death of a represented employee, the value of the employee's accrued sick leave, calculated at the employee's hourly rate, shall be paid to the employee's estate or designated beneficiary. Payment under this section is limited to 2,080 hours.

4.7 <u>Family Sick Leave</u>

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 Chief of Police and City Manager.

4.8 <u>Bereavement Leave</u>

Employees are entitled to time off with pay when there is a death or anticipated death in the immediate family. Bereavement leave shall not exceed 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 department *head*, unusual circumstances identify the need for additional time off.

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

4.9 <u>Administrative Leave</u>

Management employees shall receive administrative leave in recognition of extraordinary working hours and conditions. The City Manager will annually approve the number of leave hours by individual employee based on the amount of overtime performed and the quality of work produced. The annual amount of time assigned shall not exceed eight (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

Employees shall be eligible to take a paid vacation at the end of the first year of continuous service, and annually thereafter, 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 department *head* 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

Management employees leaving 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 employee's current rate of pay.

5.4 Effect of Extended Military Leave

A management employee 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 department *head* and the City Manager if an employee is injured or sick during the vacation for a period in excess of 24 hours.

5.7 Vacation Cap and Implementation

A. Vacation Cap Effective January 1, 2015

Effective January 1, 2015, 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. After January 1, 2015, 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~~

~~Effective January 1, 2015, any employee who has vacation hours in excess of two (2) times the annual accrual rate, the excess hours will be placed in a separate vacation bank.~~

~~5.8 Separate Vacation Bank~~

~~Effective January 1, 2015, any accrued vacation in excess of two (2) times the annual vacation accrual rate will be placed in a separate Vacation Bank for each affected employee. This will be a single, one time process. Employees 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.~~

5.9 Vacation Cash-Out

Effective August 1, 2014, 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 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 December 15th of the calendar year before the calendar year in which the employee wishes to cash-out vacation leave. The amount requested cannot exceed the amount stated above. An employee can cash-out during the months of May and December. The notice shall indicate how many vacation leave hours the employee wishes to cash-out the following year.

5.10 Accrual

Unless otherwise provided by the City Manager, vacation leave will be accrued from the first day of employment when a management employee 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

Service	Hrs. Earned/Year (40-hour week)
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 management employees is as required by the City. The normal workday is from 8: 00 a.m. to 5:00 p.m.

CHAPTER 7

EDUCATION BENEFITS

7.1 Tuition Refund Plan

Management employees are 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. The City will reimburse employees up to a limit of $3,500 per year while pursuing a master's degree. These reimbursement limits are not compounding. Course content should relate to one of the following:

A. Knowledge or skills needed by an 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.

7.2 Education Incentive Program

A. Effective January 2018, employees who are eligible or become eligible for the education incentive program shall receive one of the following:

- An employee who has a BA/BS degree from an accredited college or university shall receive a differential of four percent (4.0%) of base pay.
- An employee who as a MS/MA degree from an accredited college or university shall receive a differential of five percent (5.0%) of base pay.

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

~~A monthly education incentive payment shall be paid to qualified personnel who, pursuant~~

~~to this article: (1) complete fifty hours or three units of approved study or training during the prior fiscal year or (2) accumulate sixty semester units or the equivalent in quarter units of approved training or (3) attain an A.A. or A.S. degree of approved training or (4) obtain an intermediate POST certificate, provided that such personnel have attained permanent employment status. The education incentive for those who qualify for this benefit shall be $210 per month.~~

~~An additional monthly education incentive payment shall be paid to qualified personnel who (1) obtain an advanced POST certificate and an A.S. or A.S. degree or (2) obtain an approved baccalaureate degree and possess a POST intermediate certificate or (3) possess a POST intermediate certificate and complete fifty hours or three semester units during the prior fiscal year as part of the employee's continuing progress toward a baccalaureate degree, the employee having already accumulated sixty semester units or the equivalent in quarter units toward said baccalaureate degree. The education incentive for those who qualify under this provision is $290 per month.~~

CHAPTER 8

MISCELLANEOUS POLICIES FOR POLICE MANAGEMENT UNIT

8.1 Continuing Education

It is the policy of the City that management employees 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. 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 attend (as a member) a professional conference of his or her peers each year at City expense; however, travel outside the state of California may be discouraged due to budgetary restraints.

8.4 Benefit Relationship to Rank and File

If new or deleted material benefits and/or cost sharing mechanisms are agreed to with the Police Employees' Association, they would apply to Police Management.