



## AGENDA

**REGULAR CITY COUNCIL MEETING**  
**Tuesday, December 20, 2016 – 7:00 p.m.**  
**City Council Chambers**

**Meeting Location**  
El Cerrito City Hall – City Council Chambers  
10890 San Pablo Avenue, El Cerrito

Greg Lyman – Mayor

Mayor Pro Tem Janet Abelson  
Councilmember Mark Friedman  
Councilmember-Elect Rochelle Pardue-Okimoto

Councilmember Jan Bridges  
Councilmember Gabriel Quinto  
Councilmember-Elect Paul Fadelli

### **ROLL CALL**

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

- 1. PLEDGE OF ALLEGIANCE TO THE FLAG** – *Councilmember Jan Bridges.*
- 2. COUNCIL / STAFF COMMUNICATIONS/COUNCIL ASSIGNMENT AND LIAISON REPORTS**

**Metropolitan Transportation Commission StreetSaver Award for Best All-Around Pavement Management Program 2015** – *Announcement by Yvetteh Ortiz, Public Works Director.*

- 3. PRESENTATIONS** – *None*
- 4. ORAL COMMUNICATIONS FROM THE PUBLIC**

*This place on the agenda is reserved for comments and inquiries from the public regarding matters on the agenda and matters which do not otherwise appear on the agenda. All persons wishing to speak should sign up with the City Clerk. Remarks are limited to 3 minutes per person. Please state your name and city of residence for the record. Comments regarding 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.*

## **5. ADOPTION OF THE CONSENT CALENDAR – Item Nos. 5A through 5E**

### **A. Minutes for Approval**

Approve the December 6, 2016 Concurrent City Council/Public Financing Authority meeting minutes.

### **B. Declaring and Confirming the Results of the November 8, 2016 General Election**

Adopt a resolution declaring and confirming the results of the November 8, 2016 General election including the re-election of Greg Lyman and election of Paul Fadelli and Rochelle Pardue-Okimoto to the City Council for terms ending 2020 and the defeat of Measure B – El Cerrito \$30,000,000 Bond Measure for a Safe, Modern Library.

### **C. Agreements with Plaza Auto Service, Inc. and Mobile Fleetcare, Inc. for Fleet Maintenance and Repair Services**

Adopt a resolution authorizing the City Manager to execute the following agreements to provide fleet maintenance and repair services for all City vehicles (excluding Fire and Police vehicles) for a period of two years, with the option to annually extend the contract for three years thereafter: 1) Plaza Auto Service, Incorporated, in an amount not to exceed \$16,000 and \$32,000 for Fiscal Years 2016-17 and 2017-18 respectively, and thereafter contingent funding being appropriated by the City Council in future City budgets; and 2) Mobile Fleetcare, Incorporated, in an amount not to exceed \$71,500 and \$143,000 for Fiscal Years 2016-17 and 2017-18 respectively, and thereafter contingent upon funding being appropriated by the City Council in future City budgets.

### **D. Authorization to Enter Negotiations for the Provision of Public Safety Dispatch Services Agreement**

Adopt a resolution authorizing the City Manager or his designee to enter into negotiations with the Office of the Sheriff of Contra Costa County, Contra Costa County Fire Protection District and the County of Contra Costa for the provision of public safety dispatch services.

### **E. Extension of Current Terms of Members of the Members of the Arts and Culture Commission, Design Review Board, Financial Advisory Board, Human Relations Commission and Parks and Recreation Commission**

Adopt a resolution interpreting El Cerrito Municipal Code Section 2.04.220 to permit the extension of the terms of members of the Arts and Culture Commission, Design Review Board, Financial Advisory Board, Human Relations Commission and Parks and Recreation Commission to maintain a working membership of those bodies during a transitional gap period that has occurred as a result of amendments to the Municipal Code in 2013. The resolution would also extend the terms of specific members of these advisory bodies.

## **6. RECOGNITION OF CITY COUNCIL MEMBERS LEAVING OFFICE**

Special recognition of Councilmembers Mark Friedman and Jan Bridges.

## **7. BRIEF RECESS** *(At the conclusion of the recess, Mayor Lyman will resume his seat on the dais and Councilmembers-Elect Fadelli and Pardue-Okimoto will assume the seats at the dais vacated by Councilmember Friedman and Councilmember Bridges.)*

## 8. SWEARING IN AND SEATING OF NEWLY ELECTED OFFICIALS

### Administration of the Oath of Office and Presentation of Certificates of Election:

Greg Lyman, re-elected to a City Council term ending December 2020.

Rochelle Pardue-Okimoto, elected to City Council term ending December 2020.

Paul Fadelli, elected to a City Council term ending December 2020.

## 9. PUBLIC HEARINGS – None

## 10. POLICY MATTERS

### City Council Reorganization

Election of City Council Officers – Mayor and Mayor Pro Tempore.

## 11. ADJOURN REGULAR CITY COUNCIL MEETING

The next Regular City Council Meeting will be held on Tuesday, January 17, 2017 at 7:00 p.m.

***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/ind-ex.aspx?NID=114>. 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](http://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](mailto: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.

# **EL CERRITO CITY COUNCIL EL CERRITO PUBLIC FINANCING AUTHORITY MINUTES**

**CONCURRENT MEETING OF THE CITY COUNCIL and PUBLIC FINANCING AUTHORITY  
Tuesday, December 6, 2016 – 7:00 p.m.  
City Council Chambers**

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

Greg Lyman – Mayor

Mayor Pro Tem Janet Abelson  
Councilmember Jan Bridges

Councilmember Mark Friedman  
Councilmember Gabriel Quinto

## **ROLL CALL**

Councilmembers Abelson, Bridges, Friedman, Quinto and Mayor Lyman all present.

7:00 p.m.

## **CONVENE CONCURRENT CITY COUNCIL/PUBLIC FINANCING AUTHORITY MEETING**

Mayor Lyman convened the Concurrent City Council/Public Financing Authority meeting at 7:01 p.m.

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

## **2. COUNCIL / STAFF COMMUNICATIONS**

### **COUNCIL COMMUNICATIONS**

Mayor Pro Tem Abelson reported that she had just returned from a conference in Southern California for counties and cities that have their own sales tax measure for transportation. Contra Costa County's Measure J falls into this category. Mayor Pro Tem Abelson toured three different projects that combine housing built over Metro transit stations including one project that offered affordable housing. She learned that there is difficulty renting out bottom floor retail space in some of the projects.

Councilmember Quinto attended Senator Nancy Skinner's swearing in ceremony in Sacramento. Senator Skinner recognized Councilmember Quinto as being in attendance from El Cerrito. Councilmember Quinto congratulated all the new state legislators that were sworn in.

Mayor Lyman offered the following helpful reminders to residents from Stege Sanitary Sewer District (Stege): 1) Call Stege first for sewer problems at 510-524-4667. Calls are answered by a real person 24/7 and Stege will attempt to send out a crew for inspection within one hour; and 2) Flushable wipes do not disintegrate in water and accumulate in sewer mains. All wipes should be placed in the trash.

Mayor Lyman also reminded all that El Cerrito's greatest strength is its diversity. Inclusiveness and Respect for Diversity is one of El Cerrito's core values as identified in the City's Strategic Plan. El Cerrito residents and staff commit themselves to upholding the City's core value of "Inclusiveness and Respect for Diversity" by resolving to be welcoming, compassionate and inclusive to all people, to promote love and stop hate, to stand up for human rights, and to work diligently to ensure that every member of the community feels accepted and safe.

### STAFF COMMUNICATIONS

#### **Update on Regulation of Marijuana Related Businesses**

City staff will provide an update on the project concerning local regulation of marijuana related businesses.

Presenters: Paul Keith, Police Chief.

**Action:** Received presentation.

### **3. ORAL COMMUNICATIONS FROM THE PUBLIC**

Janaki Sullivan, El Cerrito, stated that she was pleased to hear Mayor Lyman's statement on inclusivity and human dignity and asked the City Council to join with other cities in formally declaring El Cerrito a Sanctuary City.

Karl Mulligan, El Cerrito, congratulated Chief Keith on his appointment, congratulated the Davis Street Wellness Center for being selected as the second marijuana dispensary in San Leandro and also congratulated the incoming Councilmembers-Elect and wished the departing councilmembers well.

Al Miller, El Cerrito, in following up on Mayor Lyman's comments about Stege said that Stege gets just as many clogs from flushable wipes and it does from non-flushable wipes. Mr. Miller also commented on the recent election and said that he and the Library Foundation do not want to lose the progress and momentum established during the election and want to move forward on a new library. Additionally, the California State Legislature's opening session passed a resolution to protect California and its values, which are significantly different from the values stated by the President-Elect.

Mikki Norris, El Sobrante, commended Police Chief Keith for his outreach meeting on marijuana and reflected on the passage of Proposition 64 in El Cerrito and Contra Costa County. Ms. Norris encouraged a lifting of the ban on marijuana in El Cerrito and encouraged permitting of Cannabis Cafés which would allow for onsite consumption.

Chis Conrad, El Sobrante, said he thought it would be great for the City Council to lift the marijuana ban, look for opportunities for people to make money and allow for dispensaries and places to consume marijuana in El Cerrito.

Olivia Lieu, Richmond, spoke against allowing marijuana sales in El Cerrito, particularly potential impacts on youth.

Zachariah Lieu, El Cerrito, said he witnessed an exchange of buying and selling marijuana at El Cerrito High School in the restroom.

Emily Rose, El Cerrito, stated that cannabis has some amazing healing properties that are difficult to synthesize or replicate by pharmaceutical drugs. Ms. Rose said she has helped individuals with cancer and epilepsy and it is crucial to provide safe access to marijuana through regulation and allow safe places for people to get their medicine.

**4. PRESENTATION – None**

**5. ADOPTION OF THE CONSENT CALENDAR – Item Nos. 5(A) through 5(E)**

Moved, seconded (Friedman/Quinto) and carried unanimously to approve Consent Calendar Item Nos. 5(A), 5(B) and 5(D) through 5(E) in one motion as indicated below. Item No. 5(C) was removed from the Consent Calendar on voted on separately as indicated below.

**A. Approval of Minutes**

Approve the November 15, 2016 Special City Council Meeting – Closed Session and Regular City Council Meeting minutes.

**Action:** Approved minutes.

**B. Human Rights Day and Month Proclamation**

Approve a proclamation declaring December 10, 2016 as Human Rights Day and the entire month of December as Human Rights Month in the City of El Cerrito and encouraging all residents to study and promote the ideas contained in the Universal Declaration of Human Rights to the end that freedom, justice, and equality will flourish and be made available to all.

**Action:** Approved proclamation.

**C. Replacement Police Motorcycle Purchase**

Adopt a resolution authorizing the of purchase a 2015 Honda Police Motorcycle in an amount not to exceed \$29,464.88 to replace a 2010 Harley-Davidson Police Motorcycle from the current motorcycle fleet.

**Presenter:** Paul Keith, Police Chief.

**Speaker:** Howdy Goudey, El Cerrito, presented the City Council with a detailed comparison of electric and gasoline motorcycle models and features. Mr. Goudey encouraged the City Council to consider purchasing an electric motorcycle.

**Action:** Removed from the Consent Calendar. Moved, seconded (Bridges/Quinto) and carried unanimously to adopt Resolution No. 2016–95.

**D. Comprehensive Financial Policy Review**

Adopt a resolution approving the City’s Comprehensive Financial Policy and rescinding Resolution No. 2015-70.

**Action:** Adopted Resolution No. 2016–96.

**E. Tree Committee Reappointment Recommendation**

Approve a Tree Committee recommendation to re-appoint Cathy Bleier to the Tree Committee effective January 1, 2017.

**Action:** Approved Tree Committee recommendation. Cathy Bleier appointed to a term beginning on January 1, 2017 and ending January 1, 2021.

**6. PUBLIC HEARINGS – None**

## 7. POLICY MATTERS

### CITY COUNCIL ITEMS

#### **A. Agreement with James Chan for Information Technology Services**

Adopt a resolution authorizing the City Manager to enter into an agreement with James Chan, as a CalPERS retired annuitant, to provide Information Technology services to the City of El Cerrito.

Presenter: Karen Pinkos, Assistant City Manager.

**Action:** Moved, seconded (Friedman/Abelson) and carried unanimously to adopt Resolution No. 2016–97 as revised and corrected.

#### **B. Refinancing of 2006 Lease Revenue Bonds (City Hall Project)**

Adopt a resolution authorizing: 1) The execution, sale and delivery of refunding certificates of participation; 2) and Directing the execution of related lease financing documents; 3) Approving a purchase contract and an official statement; and 4) Authorizing all other associated official actions.

Presenter: Mark Rasiah, Finance Director.

**Action:** Moved, seconded (Friedman/Bridges) and carried unanimously to adopt Resolution No. 2016–98.

### CONCURRENT CITY COUNCIL and PUBLIC FINANCING AUTHORITY ITEM

#### **C. Refinancing of 2008 Sales Tax Revenue Bonds (Street and Sidewalk Improvements)**

Staff recommends the City Council adopt a resolution authorizing the issuance and sale of sales tax revenue refunding bonds to refinance an outstanding installment payment obligation and approving related agreements and actions.

Staff also recommends that the Board of Directors of the El Cerrito Public Financing Authority adopt a resolution authorizing execution and delivery of any documents required to accomplish the proposed refinancing.

Presenters: Mark Rasiah, Finance Director and Craig Hill, Principal, NHA Advisors, Josh Anzel, Bond Counsel/Shareholder, Jones Hall.

**Actions:** Moved, seconded (Quinto/Friedman) and carried unanimously to adopt City Council Resolution No. 2016–99.

Moved, seconded (Bridges/Abelson) and carried unanimously to adopt Public Financing Authority Resolution No. 2016–02.

## 8. COUNCIL ASSIGNMENTS/LIAISON REPORTS

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

Councilmember Bridges reported that she attended a November 16 Tom Bates/Gilman Sports Field Joint Powers Authority (JPA) meeting. A JPA grant was submitted. The estimate for artificial turf is \$1.2 million. The City of Berkeley will be heavily involved in public outreach due to concerns expressed by parents of children who use the turf regarding what the artificial turf will consist of. The \$1.2 million estimate is based on what is there now. A product called “Greenplay,” which uses coconut fiber and cork will also be investigated. It is a more expensive product, approximately \$1.5 million. Additionally, the JPA may be able to put some more field in as some of the East Bay Regional Park District land is zoned as “active recreation.” All of the JPA member cities except the City of Emeryville recently contributed \$20,000 per City for a grant match. Emeryville only contributed \$10,000 so the additional money had to come out of the Sports Field reserve.

Mayor Lyman reported that the West Contra Costa County Integrated Management Authority (WCIMA) approved a new draft Joint Powers Agreement for member cities and the county's review. The WCCIMA also set rates for 2017. At the December 1 Contra Costa County Mayors Conference there was no presentation but some regional appointments were made. Mayor Mark Ross (Martinez) was elected to be the Conference's Bay Area Air Quality Management Board representative and Mayor Newell Arenrich (Danville) was re-elected to be the Contra Costa Transportation Authority representative. On December 1, Mayor Lyman also represented the City on the Marin Clean Energy Technical Committee. The Committee executed two contracts for wind power.

**9. ADJOURNED CONCURRENT CITY COUNCIL/PUBLIC FINANCING  
AUTHORITY MEETING at 9:04 p.m.**



## AGENDA BILL

Agenda Item No. 5(B)

**Date:** December 20, 2016  
**To:** Honorable Mayor and Members of the City Council  
**From:** Cheryl Morse, City Clerk  
**Subject:** Declaring and Confirming the Results of the November 8, 2016  
General Municipal Election

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### ACTION REQUESTED

Adopt a Resolution declaring and confirming the results of the November 8, 2016 General Municipal Election and declaring the election of Paul Fadelli, Greg Lyman and Rochelle Pardue-Okimoto to the office of City Council and the defeat of Measure B – El Cerrito Bond Measure for a Safe, Modern Library.

### BACKGROUND

At the close of the extended candidate nomination period, five candidates qualified for three open seats on the City Council. The five candidates were Nicholas Arzio, Paul Fadelli, Gregory Lyman, Rochelle Pardue-Okimoto and Parker Shirazi. The Contra Costa County Registrar of Voters has submitted to the City Clerk his official Certification as to the Results of the Canvass and the official Statement of Votes cast for the City of El Cerrito General Municipal Election held on November 8, 2016 and the City Clerk has prepared the attached Certification of Election Results.

The attached resolution confirms the results of the November 8, 2016 Election and declares candidates elected to the office of City Council and the defeat of Ballot Measure B – a measure approving the issuance of \$30 million in general obligation bonds for a safe, modern library. Although Measure B received 62.96% of the votes it failed to pass by a two-thirds majority vote of the El Cerrito electorate as required by state law.

Reviewed by:

Scott Hanin, City Manager

Attachments:

1. Resolution  
Exhibit A. Certificate of Election and Statement of Results

**RESOLUTION NO. 2016–XX**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD IN THE CITY OF EL CERRITO ON NOVEMBER 8, 2016, CONFIRMING THE CANVASS OF RETURNS, AND DECLARING THE RESULTS OF THE ELECTION AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election consolidated with the Presidential General Election was held in the City of El Cerrito on Tuesday, November 8, 2016 as required by law; and

WHEREAS, the qualified electors, including vote by mail voters, cast ballots at said election for the following officials:

**Three Councilmembers, for Terms Ending December 2020**

WHEREAS, the qualified electors, including vote by mail voters, cast ballots at said election upon the following proposed Measure:

**Measure B – El Cerrito Bond**  
**Two-Thirds Vote Required to Pass**

To replace the 67 year old El Cerrito Library with a safe, energy efficient, 21st century library that meets earthquake and fire codes with space for a children's area for story times/books; public access computers/computer learning center; up-to-date book/resource collections; and improved senior/disabled access, shall El Cerrito issue \$30,000,000 in bonds at legal rates for 33 years, as the Voter Guide describes, requiring independent citizen oversight, and all funds for El Cerrito Library?

WHEREAS, notice of the election was given in the time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes thereof were received and canvassed and the return thereof was ascertained, determined, and declared in all respects as required by the law, and the County Clerk of the County of Contra Costa has duly filed with the City Clerk a statement of votes of said election.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of El Cerrito that the following named were candidates for City Council for a term ending December 2020, and that it is determined and declared that each received the total number of votes, including absent votes, as set forth after their names as follows:

**CITY COUNCIL**  
(Top Three Elected)

|                                |              |
|--------------------------------|--------------|
| <b>Rochelle Pardue-Okimoto</b> | <b>6,919</b> |
| <b>Gregory Lyman</b>           | <b>6,903</b> |
| <b>Paul Fadelli</b>            | <b>5,921</b> |
| <b>Nicholas Arzio</b>          | <b>3,971</b> |
| <b>Parker Shirazi</b>          | <b>2,153</b> |

BE IT FURTHER RESOLVED, that the following candidates were thereby elected Councilmembers and are hereby declared to be elected for terms ending December 2020:

**Rochelle Pardue-Okimoto**  
**Gregory Lyman**  
**Paul Fadelli**

BE IT FURTHER RESOLVED, by the City Council of the City of El Cerrito that it is determined and declared that the total number of votes including vote by mail votes, cast on Ballot Measure B is as follows:

**Measure B – El Cerrito \$30,000,000 Bond Measure for a Safe, Modern, Library**  
**(Two-Thirds Vote Required)**

|            |              |
|------------|--------------|
| <b>YES</b> | <b>7,910</b> |
| <b>NO</b>  | <b>4,653</b> |

BE IT FURTHER RESOLVED, determined and declared by the City Council of the City of El Cerrito as follows:

1. That the Certificate of the Contra Costa County Clerk of the Result of the Canvass of the City of El Cerrito November 8, 2016 General Election returns, now on file with the City Clerk, be and the same is hereby approved and adopted and is hereby entered on the minutes of the City Council as a statement of the votes of said election.
2. That the whole number of votes cast in the City of El Cerrito at said general election was 13,624 votes. Attached hereto as Exhibit A is a Certification of the City Clerk including the Certificate of the Election by the County Clerk/Registrar of Voters and a complete Statement of the Results showing the number of votes cast at each precinct for each candidate and for and against Measure B – El Cerrito \$30,000,000 Bond Measure for a Safe, Modern, Library.
3. That Measure B did not receive a two-thirds majority of the votes cast at the

**Agenda Item No. 5(B)**  
**Attachment 1**

November 8, 2016 General Municipal Election for said Measure, and is hereby declared to have failed.

I CERTIFY that at a regular meeting held on December 20, 2016, the El Cerrito City Council passed this resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on December XX, 2016.

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Cheryl Morse, City Clerk

APPROVED:

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Gregory B. Lyman, Mayor

[illegible]

**CITY COUNCIL**  
(Top Three Elected)

|                                |              |
|--------------------------------|--------------|
| <b>Rochelle Pardue-Okimoto</b> | <b>6,919</b> |
| <b>Gregory Lyman</b>           | <b>6,903</b> |
| <b>Paul Fadelli</b>            | <b>5,921</b> |
| <b>Nicholas Arzio</b>          | <b>3,971</b> |
| <b>Parker Shirazi</b>          | <b>2,153</b> |

**Measure R – El Cerrito \$30,000,000 Bond Measure for a Safe, Modern, Library**  
(Two-Thirds Vote Required to Pass)

To replace the 67 year old El Cerrito Library with a safe, energy efficient, 21st century library that meets earthquake and fire codes with space for a children's area for story times/books; public access computers/computer learning center; up-to-date book/resource collections; and improved senior/disabled access, shall El Cerrito issue \$30,000,000 in bonds at legal rates for 33 years, as the Voter Guide describes, requiring independent citizen oversight, and all funds for El Cerrito Library?

**NO 4,653**

I further certify that the total number of ballots cast in the City of El Cerrito at said election was 13,624. Attached hereto is a complete Statement of the

**Exhibit A**

Results showing the number of votes cast at each precinct and for and against each candidate running for the office of City Council and for and against Measure B.



Dated: December 12, 2016

A handwritten signature in blue ink, which appears to read "Cheryl Morse", is written over a horizontal line.

Cheryl Morse, City Clerk  
City of El Cerrito  
County of Contra Costa, State of California

CERTIFICATE OF COUNTY CLERK AS TO THE RESULTS OF THE CANVASS OF THE  
CITY OF EL CERRITO  
NOVEMBER 8, 2016 GENERAL ELECTION

State of California                    )  
                                                  ) ss.  
County of Contra Costa            )

I, JOSEPH E. CANCIAMILLA, County Clerk in and for the County of Contra Costa, State of California, do hereby certify that, pursuant to the provisions of the Elections Code, I did canvass the returns of the votes cast in the **CITY OF EL CERRITO** in said county at the General Election held on November 8, 2016 for said city candidates and Measure B submitted to the vote of the voters. I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in said City and each respective precinct therein, and that the totals of the respective columns and the totals as shown for each candidate and measure are full, true and correct.

WITNESS my hand and official seal this 6th day of December, 2016.

JOSEPH E. CANCIAMILLA, County Clerk



By: Rosa Mena  
Rosa Mena, Deputy Clerk

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|                        |   | City of El Cerrito Member, City Council<br>3 TO BE ELECTED |                                         |                                                              |                                                          |                                                    |                                                                                             |                                        |                                             |                                               |
|------------------------|---|------------------------------------------------------------|-----------------------------------------|--------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------|---------------------------------------------------------------------------------------------|----------------------------------------|---------------------------------------------|-----------------------------------------------|
|                        |   | R V<br>E O<br>G T<br>I E<br>S R<br>T S<br>E<br>R<br>E<br>D | B C<br>A A<br>L S<br>L T<br>O<br>T<br>S | T P<br>U E<br>R R<br>N C<br>O E<br>U N<br>T T<br>A<br>G<br>E | P J S<br>A . H<br>R I<br>R R<br>E A<br>R Z<br>I<br>(NON) | N A<br>I R<br>C Z<br>H I<br>O O<br>A<br>S<br>(NON) | R P<br>O A<br>C R<br>H D<br>E U<br>L E<br>L -<br>E O<br>K<br>I<br>M<br>O<br>T<br>O<br>(NON) | G L<br>R Y<br>E M<br>G A<br>N<br>(NON) | P F<br>A A<br>U D<br>L E<br>L<br>I<br>(NON) | W<br>R<br>I<br>T<br>E<br>-<br>I<br>N<br>(NON) |
| 13 PRECINCTS           |   |                                                            |                                         |                                                              |                                                          |                                                    |                                                                                             |                                        |                                             |                                               |
| ElCerrito101           | A | 1262                                                       | 769                                     | 60.94                                                        | 117                                                      | 229                                                | 442                                                                                         | 437                                    | 406                                         | 12                                            |
| ElCerrito101           | V | 1262                                                       | 377                                     | 29.87                                                        | 57                                                       | 89                                                 | 181                                                                                         | 178                                    | 173                                         | 2                                             |
| ElCerrito102           | A | 1280                                                       | 814                                     | 63.59                                                        | 147                                                      | 230                                                | 454                                                                                         | 500                                    | 407                                         | 4                                             |
| ElCerrito102           | V | 1280                                                       | 318                                     | 24.84                                                        | 60                                                       | 88                                                 | 131                                                                                         | 143                                    | 131                                         | 0                                             |
| ElCerrito103           | A | 1090                                                       | 539                                     | 49.45                                                        | 102                                                      | 134                                                | 259                                                                                         | 264                                    | 178                                         | 3                                             |
| ElCerrito103           | V | 1090                                                       | 258                                     | 23.67                                                        | 49                                                       | 54                                                 | 103                                                                                         | 85                                     | 72                                          | 4                                             |
| ElCerrito104           | A | 1383                                                       | 798                                     | 57.70                                                        | 118                                                      | 251                                                | 415                                                                                         | 413                                    | 380                                         | 6                                             |
| ElCerrito104           | V | 1383                                                       | 367                                     | 26.54                                                        | 67                                                       | 112                                                | 144                                                                                         | 146                                    | 138                                         | 3                                             |
| ElCerrito105           | A | 1033                                                       | 627                                     | 60.70                                                        | 106                                                      | 159                                                | 308                                                                                         | 357                                    | 313                                         | 9                                             |
| ElCerrito105           | V | 1033                                                       | 264                                     | 25.56                                                        | 60                                                       | 77                                                 | 125                                                                                         | 117                                    | 132                                         | 2                                             |
| ElCerrito106           | A | 1653                                                       | 938                                     | 56.75                                                        | 148                                                      | 273                                                | 484                                                                                         | 482                                    | 408                                         | 5                                             |
| ElCerrito106           | V | 1653                                                       | 455                                     | 27.53                                                        | 78                                                       | 114                                                | 217                                                                                         | 214                                    | 193                                         | 6                                             |
| ElCerrito107           | A | 835                                                        | 458                                     | 54.85                                                        | 73                                                       | 131                                                | 219                                                                                         | 219                                    | 199                                         | 3                                             |
| ElCerrito107           | V | 835                                                        | 255                                     | 30.54                                                        | 45                                                       | 76                                                 | 113                                                                                         | 104                                    | 111                                         | 3                                             |
| ElCerrito108           | A | 935                                                        | 585                                     | 62.57                                                        | 92                                                       | 163                                                | 278                                                                                         | 325                                    | 272                                         | 1                                             |
| ElCerrito108           | V | 935                                                        | 235                                     | 25.13                                                        | 54                                                       | 42                                                 | 102                                                                                         | 112                                    | 119                                         | 7                                             |
| ElCerrito109           | A | 1196                                                       | 708                                     | 59.20                                                        | 94                                                       | 245                                                | 387                                                                                         | 386                                    | 305                                         | 6                                             |
| ElCerrito109           | V | 1196                                                       | 354                                     | 29.60                                                        | 60                                                       | 118                                                | 173                                                                                         | 198                                    | 154                                         | 2                                             |
| ElCerrito110           | A | 1199                                                       | 662                                     | 55.21                                                        | 93                                                       | 191                                                | 382                                                                                         | 371                                    | 333                                         | 4                                             |
| ElCerrito110           | V | 1199                                                       | 383                                     | 31.94                                                        | 52                                                       | 112                                                | 195                                                                                         | 210                                    | 156                                         | 1                                             |
| ElCerrito111           | A | 964                                                        | 573                                     | 59.44                                                        | 76                                                       | 185                                                | 324                                                                                         | 308                                    | 258                                         | 1                                             |
| ElCerrito111           | V | 964                                                        | 284                                     | 29.46                                                        | 37                                                       | 85                                                 | 126                                                                                         | 111                                    | 92                                          | 4                                             |
| ElCerrito112           | A | 1701                                                       | 918                                     | 53.97                                                        | 134                                                      | 294                                                | 427                                                                                         | 429                                    | 284                                         | 11                                            |
| ElCerrito112           | V | 1701                                                       | 472                                     | 27.75                                                        | 78                                                       | 135                                                | 201                                                                                         | 161                                    | 138                                         | 0                                             |
| ElCerrito113           | A | 1346                                                       | 777                                     | 57.73                                                        | 104                                                      | 244                                                | 451                                                                                         | 412                                    | 348                                         | 12                                            |
| ElCerrito113           | V | 1346                                                       | 436                                     | 32.39                                                        | 52                                                       | 140                                                | 278                                                                                         | 221                                    | 221                                         | 3                                             |
| COUNTY TOTAL           |   | 15877                                                      | 13624                                   | 85.81                                                        | 2153                                                     | 3971                                               | 6919                                                                                        | 6903                                   | 5921                                        | 114                                           |
| ABSENTEES              |   | 15877                                                      | 9166                                    | 57.73                                                        | 1404                                                     | 2729                                               | 4830                                                                                        | 4903                                   | 4091                                        | 77                                            |
| VOTING PRECINCTS       |   | 15877                                                      | 4458                                    | 28.08                                                        | 749                                                      | 1242                                               | 2089                                                                                        | 2000                                   | 1830                                        | 37                                            |
| 11TH CONGRESSIONAL DST |   | 15877                                                      | 13624                                   | 85.81                                                        | 2153                                                     | 3971                                               | 6919                                                                                        | 6903                                   | 5921                                        | 114                                           |
| CONGRESSIONAL TOTAL    |   | 15877                                                      | 13624                                   | 85.81                                                        | 2153                                                     | 3971                                               | 6919                                                                                        | 6903                                   | 5921                                        | 114                                           |
| 9TH SENATORIAL         |   | 15877                                                      | 13624                                   | 85.81                                                        | 2153                                                     | 3971                                               | 6919                                                                                        | 6903                                   | 5921                                        | 114                                           |
| STATE SENATE TOTAL     |   | 15877                                                      | 13624                                   | 85.81                                                        | 2153                                                     | 3971                                               | 6919                                                                                        | 6903                                   | 5921                                        | 114                                           |
| 15TH ASSEMBLY DST      |   | 15877                                                      | 13624                                   | 85.81                                                        | 2153                                                     | 3971                                               | 6919                                                                                        | 6903                                   | 5921                                        | 114                                           |
| STATE ASSEMBLY TOTAL   |   | 15877                                                      | 13624                                   | 85.81                                                        | 2153                                                     | 3971                                               | 6919                                                                                        | 6903                                   | 5921                                        | 114                                           |
| Bd Of Equalization     |   | 15877                                                      | 13624                                   | 85.81                                                        | 2153                                                     | 3971                                               | 6919                                                                                        | 6903                                   | 5921                                        | 114                                           |

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|                        |                                                            |                                         |                                                              | City of El Cerrito Member, City Council<br>3 TO BE ELECTED |            |                                               |       |       |       |
|------------------------|------------------------------------------------------------|-----------------------------------------|--------------------------------------------------------------|------------------------------------------------------------|------------|-----------------------------------------------|-------|-------|-------|
|                        |                                                            |                                         |                                                              |                                                            |            | R P<br>O A<br>C R<br>H D<br>E U<br>L E<br>L - |       |       | W     |
|                        |                                                            |                                         |                                                              | P J S                                                      | N A<br>I R | E O                                           | P F   |       | R     |
|                        |                                                            |                                         |                                                              | A . H                                                      | C Z        | K                                             | A A   | I     |       |
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|                        |                                                            |                                         |                                                              | K R                                                        | O O        | M                                             | R Y   | L E   | E     |
|                        |                                                            |                                         |                                                              | E A                                                        | L          | O                                             | E M   | L     | -     |
|                        |                                                            |                                         |                                                              | R Z                                                        | A          | T                                             | G A   | L     | I     |
|                        |                                                            |                                         |                                                              | I                                                          | S          | O                                             | N     | I     | N     |
|                        |                                                            |                                         |                                                              | (NON)                                                      | (NON)      | (NON)                                         | (NON) | (NON) | (NON) |
| 13 PRECINCTS           | R V<br>E O<br>G T<br>I E<br>S R<br>T S<br>E<br>R<br>E<br>D | B C<br>A A<br>L S<br>L T<br>O<br>T<br>S | T P<br>U E<br>R R<br>N C<br>O E<br>U N<br>T T<br>A<br>G<br>E |                                                            |            |                                               |       |       |       |
| BD OF EQUALIZATION TOT | 15877                                                      | 13624                                   | 85.81                                                        | 2153                                                       | 3971       | 6919                                          | 6903  | 5921  | 114   |
| 1ST SUPERVISORIAL      | 15877                                                      | 13624                                   | 85.81                                                        | 2153                                                       | 3971       | 6919                                          | 6903  | 5921  | 114   |
| SUPERVISORIAL TOTAL    | 15877                                                      | 13624                                   | 85.81                                                        | 2153                                                       | 3971       | 6919                                          | 6903  | 5921  | 114   |
| CITY OF EL CERRITO     | 15877                                                      | 13624                                   | 85.81                                                        | 2153                                                       | 3971       | 6919                                          | 6903  | 5921  | 114   |
| CITY TOTAL             | 15877                                                      | 13624                                   | 85.81                                                        | 2153                                                       | 3971       | 6919                                          | 6903  | 5921  | 114   |

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|                        |   | R V   |       | T P   | Measure B - City of El Cerrito Bond - 2/3 |       |
|------------------------|---|-------|-------|-------|-------------------------------------------|-------|
|                        |   | E O   |       | U E   |                                           |       |
|                        |   | G T   |       | R R   |                                           |       |
|                        |   | I E   | B C   | N C   |                                           |       |
|                        |   | S R   | A A   | O E   |                                           |       |
|                        |   | T S   | L S   | U N   |                                           |       |
|                        |   | E     | L T   | T T   | Y                                         |       |
|                        |   | R     | O     | A     | e                                         | N     |
|                        |   | E     | T     | G     | s                                         | O     |
| 13 PRECINCTS           |   | D     | S     | E     | (NON)                                     | (NON) |
| ElCerrito101           | A | 1262  | 769   | 60.94 | 426                                       | 293   |
| ElCerrito101           | V | 1262  | 377   | 29.87 | 217                                       | 141   |
| ElCerrito102           | A | 1280  | 814   | 63.59 | 424                                       | 346   |
| ElCerrito102           | V | 1280  | 318   | 24.84 | 166                                       | 126   |
| ElCerrito103           | A | 1090  | 539   | 49.45 | 384                                       | 102   |
| ElCerrito103           | V | 1090  | 258   | 23.67 | 177                                       | 44    |
| ElCerrito104           | A | 1383  | 798   | 57.70 | 420                                       | 333   |
| ElCerrito104           | V | 1383  | 367   | 26.54 | 200                                       | 128   |
| ElCerrito105           | A | 1033  | 627   | 60.70 | 342                                       | 240   |
| ElCerrito105           | V | 1033  | 264   | 25.56 | 142                                       | 105   |
| ElCerrito106           | A | 1653  | 938   | 56.75 | 547                                       | 305   |
| ElCerrito106           | V | 1653  | 455   | 27.53 | 266                                       | 152   |
| ElCerrito107           | A | 835   | 458   | 54.85 | 262                                       | 162   |
| ElCerrito107           | V | 835   | 255   | 30.54 | 136                                       | 91    |
| ElCerrito108           | A | 935   | 585   | 62.57 | 328                                       | 223   |
| ElCerrito108           | V | 935   | 235   | 25.13 | 144                                       | 73    |
| ElCerrito109           | A | 1196  | 708   | 59.20 | 375                                       | 280   |
| ElCerrito109           | V | 1196  | 354   | 29.60 | 199                                       | 134   |
| ElCerrito110           | A | 1199  | 662   | 55.21 | 379                                       | 241   |
| ElCerrito110           | V | 1199  | 383   | 31.94 | 241                                       | 109   |
| ElCerrito111           | A | 964   | 573   | 59.44 | 342                                       | 184   |
| ElCerrito111           | V | 964   | 284   | 29.46 | 171                                       | 88    |
| ElCerrito112           | A | 1701  | 918   | 53.97 | 619                                       | 209   |
| ElCerrito112           | V | 1701  | 472   | 27.75 | 296                                       | 119   |
| ElCerrito113           | A | 1346  | 777   | 57.73 | 448                                       | 279   |
| ElCerrito113           | V | 1346  | 436   | 32.39 | 259                                       | 146   |
| COUNTY TOTAL           |   | 15877 | 13624 | 85.81 | 7910                                      | 4653  |
| ABSENTEES              |   | 15877 | 9166  | 57.73 | 5296                                      | 3197  |
| VOTING PRECINCTS       |   | 15877 | 4458  | 28.08 | 2614                                      | 1456  |
| 11TH CONGRESSIONAL DST |   | 15877 | 13624 | 85.81 | 7910                                      | 4653  |
| CONGRESSIONAL TOTAL    |   | 15877 | 13624 | 85.81 | 7910                                      | 4653  |
| 9TH SENATORIAL         |   | 15877 | 13624 | 85.81 | 7910                                      | 4653  |
| STATE SENATE TOTAL     |   | 15877 | 13624 | 85.81 | 7910                                      | 4653  |
| 15TH ASSEMBLY DST      |   | 15877 | 13624 | 85.81 | 7910                                      | 4653  |
| STATE ASSEMBLY TOTAL   |   | 15877 | 13624 | 85.81 | 7910                                      | 4653  |
| Bd Of Equalization     |   | 15877 | 13624 | 85.81 | 7910                                      | 4653  |
| BD OF EQUALIZATION TOT |   | 15877 | 13624 | 85.81 | 7910                                      | 4653  |
| 1ST SUPERVISORIAL      |   | 15877 | 13624 | 85.81 | 7910                                      | 4653  |
| SUPERVISORIAL TOTAL    |   | 15877 | 13624 | 85.81 | 7910                                      | 4653  |
| CITY OF EL CERRITO     |   | 15877 | 13624 | 85.81 | 7910                                      | 4653  |
| CITY TOTAL             |   | 15877 | 13624 | 85.81 | 7910                                      | 4653  |



## AGENDA BILL

### Agenda Item No. 5(C)

**Date:** December 20, 2016  
**To:** El Cerrito City Council  
**From:** Maria Sanders, Operations and Environmental Services Division Manager  
Yvetteh Ortiz, Public Works Director/City Engineer  
**Subject:** Agreements with Plaza Auto Service, Inc. and Mobile Fleetcare, Inc. for Fleet Maintenance and Repair Services

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#### **ACTION REQUESTED**

Adopt a resolution authorizing the City Manager to execute the following agreements to provide fleet maintenance and repair services for all City vehicles (excluding Fire and Police vehicles) for a period of two years, with the option to annually extend the contract for three years thereafter:

1. Plaza Auto Service, Incorporated in an amount not to exceed \$16,000 and \$32,000 for Fiscal Years 2016-17 and 2017-18 respectively, and thereafter contingent upon funding being appropriated by the City Council in future City budgets; and
2. Mobile Fleetcare, Incorporated in an amount not to exceed \$71,500 and \$143,000 for Fiscal Years 2016-17 and 2017-18 respectively, and thereafter contingent upon funding being appropriated by the City Council in future City budgets.

#### **BACKGROUND**

The City currently uses a variety of vehicle maintenance and repair vendors to maintain and repair the various vehicles in the City's fleet. The most significant vehicle maintenance contract is currently with Liberty Fleet Care in Richmond for an annual fixed sum of \$152,900, exclusive of parts and other subcontracted work. This contract is primarily for the care of the City's Recycling Trucks, but also includes other vehicles in the Public Works Department, including passenger vehicles, Sport Utility Vehicles (SUVs), and light and heavy-duty trucks. The contract is due to expire on December 31, 2016. Other vendors, such as Plaza Auto Service in El Cerrito, Utility Aerial in Richmond, and Peterson Tractor in Oakland are used for smog certification services and repair for vehicles and heavy equipment in the Recreation, Community Development, and Public Works Departments. Costs for these services range between approximately \$30,000 and \$72,000 per year depending on needed repairs, especially as it relates to the City's heavy equipment.

On October 31, 2016, the City's Public Works Department released a Request for Proposals (RFP) for licensed automotive repair companies to provide vehicle

maintenance and repair services, including tracking, scheduling, performing and follow-up on all regular preventative maintenance work, as well as needed repairs for the various classifications, and makes/models of vehicles in the City's Fleet, excluding Fire and Police vehicles. Given the diversity and specialized nature of many of the vehicles in the City's fleet, the fleet was divided into four separate bundles. This was done so that vendors with specialized expertise and diagnostic equipment for the various types of vehicles could provide proposals on the bundles for which they have expertise. Proposers were invited to submit proposals for one, more than one, or all bundles. The Fleet Maintenance Bundles in the RFP are:

- Bundle A: Passenger Vehicles, SUVs, Light and Heavy Duty Trucks/ Vans
- Bundle B: Solid Waste (Recycling) Vehicles
- Bundle C: On- and Off-Road Heavy Equipment
- Bundle D: Fork Lifts

A list of vehicles in each bundle and the required service levels for each bundle is included in Attachment 2, Fleet Maintenance and Repair Agreement, Technical Specifications. The Technical Specifications comprise the scope of work for the contractors. The RFP, scope of work and payment schedule are structured to be scalable on a per service basis and to include more frequent regular preventive maintenance for all vehicles in each bundle. Of note, the RFP added weekly safety and maintenance checks for the Recycling Trucks and semi-annual checks for all heavy equipment. Weekly checks on solid waste vehicles are recommended in the industry, especially for aging vehicles such as ours. In addition, the City currently schedules preventive maintenance service for its heavy equipment on an ad hoc basis. The City maintained the right to award to one or more proposers based on the demonstrated best value to the City for each one of the bundles. It also maintained the right to remove specific services from the final contract in order to provide the best value to the City within the budget allocated for vehicle maintenance services.

The RFP was posted to the City's website on October 31, 2016 and published in the West County Times on November 3 and 10, 2016. A notice inviting proposals was also emailed directly to 14 automotive repair and fleet maintenance companies. The RFP requested proposals for services for an initial agreement term of two years, with three possible annual extensions. The annual contract budget beyond June 30, 2018 is contingent upon future City budgets and is subject to City Council approval of annual appropriations. The contract also provides for an annual Consumer Price Index (CPI) increase in compensation.

## **ANALYSIS**

By the due date on November 22, 2016, the City received three proposals from qualified companies. The cost proposals are summarized in Table 1.

**Table 1**  
**Summary of Vehicle Maintenance and Repair Service Proposals**  
**Annual Preventive Maintenance Services**

| <b>BUNDLE</b>                                           | <b>Liberty Fleet Care, Inc., Richmond</b> | <b>Mobile Fleetcare, Oakland</b> | <b>Plaza Auto Service, Inc., El Cerrito</b> |
|---------------------------------------------------------|-------------------------------------------|----------------------------------|---------------------------------------------|
| <b>A:</b> Passenger Vehicles, Light & Heavy Duty Trucks | \$ 20,144                                 | \$ 14,580                        | \$ 6,779                                    |
| <b>B:</b> Solid Waste Trucks                            | \$ 80,712                                 | \$ 41,140                        | NA                                          |
| <b>C:</b> Heavy Equipment                               | \$ 3,770                                  | \$ 4,800                         | NA                                          |
| <b>C:</b> Fork Lifts                                    | \$ 2,478                                  | \$ 4,560                         | NA                                          |
| Hourly labor rate for repairs                           | \$94/hour                                 | \$130/hour                       | \$96/hour                                   |
| Mark-up on Parts                                        | 10%                                       | 20%                              | 25%                                         |

Plaza Auto Service provided a proposal for only Bundle A, while both Liberty Fleet Care and Mobile Fleetcare provided proposals for all four bundles. The RFP asked for a lump sum per service per vehicle for regular preventative maintenance and safety checks. The dollar amounts above show the annual costs for preventive maintenance across all vehicles in each bundle. The RFP also asked for a standard labor rate and mark-up on parts. While it is difficult to anticipate unforeseen repair needs and costs, this information was used to model the cost of parts and repairs, using typical repairs for each bundle from previous years.

Following receipt of proposals, a selection committee comprised of staff from the Public Works, Recreation, and Community Development Departments met to evaluate the proposals. Proposals were evaluated based on demonstrated experience in fleet maintenance and repair services for the bundles for which vendors proposed, experience of key personnel, customer references, required licensing and certifications, and cost competitiveness. Public Works staff then conducted in person and telephone interviews in order to better understand each proposal, the firms' approach to customer service, and pricing model, especially as it relates to unforeseen repairs.

For Bundle A, Plaza Auto Service ranked the highest, both in overall responsiveness to the City's fleet maintenance expectations for Bundle A, as well as having the lowest annual preventive maintenance costs. Department representatives who have used Plaza Auto indicated that they have been consistently pleased with the turn-around time, repair services, and customer service approach of Plaza Auto Service. In interviewing the owner of Plaza Auto, staff compared what the company charges the general public with their proposed pricing for the contract and was able to ascertain that the City would be getting a significant discount on the suggested list price on parts.

Mobile Fleetcare provided the most cost competitive proposal and rated highest on the RFP evaluation for Bundles B, C, and D when combined as a total package. The firm is a full service fleet maintenance company, including mobile preventive maintenance services. Of those firms proposing on these three vehicle bundles, Mobile Fleetcare demonstrated having the ability and the proper equipment to service all classes of vehicles in these bundles, including legally required safety and air quality certifications on the recycling trucks and other specialty equipment, namely the City's boom truck (truck containing a "man-lift" to access high places). It also received positive references from the other municipal and recycling fleet clients, such as Berkeley's Ecology Center and the City of Emeryville. These references were able to confirm that they are pleased with the company's ability to properly diagnose and repair equipment and to repair equipment in specified timeframes. While Mobile Fleetcare's hourly rate and mark-up on parts is higher than Liberty Fleet Care, this hourly rate is typical in the fleet maintenance industry. In addition, their preventive maintenance costs were nearly half that of Liberty, leaving more room in the budget for unforeseen repairs. Finally, as a full-service maintenance company, they confirmed that they would not need to use subcontractors.

Staff has been pleased with the quality of work performed by Liberty Fleet Care on the City's recycling trucks. However, during the interview Liberty indicated that pricing in the proposal was not scalable and that they would need to be awarded all vehicle bundles in order to make the cost proposal work. In other words, the firm would still need to cover fixed costs, exclusive of parts and subcontracted work. In addition, they confirmed a need to use subcontractors to cover specialized work. Such costs would be above and beyond their fixed costs.

Table 2 summarizes the results of the RFP evaluation process.

**Table 2**  
**Vendor Evaluation Rank**

|               | Liberty |   |    | Mobile FleetCare |   |    | Plaza Auto |    |    |
|---------------|---------|---|----|------------------|---|----|------------|----|----|
| Bundle        | A       | B | CD | A                | B | CD | A          | NA | NA |
| Proposal Rank | 3       | 2 | 2  | 2                | 1 | 1  | 1          |    |    |

Based on the results of the RFP evaluation process, staff is proposing that:

- Plaza Auto Service be awarded a contract not to exceed \$32,000 per fiscal year to provide maintenance, repair, and smog certification services for vehicles in Bundle A (Passenger Vehicles, SUVs. Light and Heavy Duty Trucks/ Vans). This annual amount is consistent with current average annual costs to service the vehicles in this bundle.
- Mobile Fleetcare be awarded a contract not to exceed \$143,000 per fiscal year for Bundles B, C, and D to provide maintenance, repair, and inspection services for the City's Recycling Trucks, Fork Lifts, and Heavy Equipment. This amount covers up to \$50,500 for preventive maintenance and safety checks for all three bundles, and up to \$92,500 in repair services. Since most of the equipment in

these bundles is aging, especially the recycling trucks which are subject to heavy daily use, maintenance and repair needs are high. As these vehicles are replaced, staff anticipates that repair costs will decline.

Combined the cost of these two contracts will amount to \$87,500 for the remainder of FY 2016-17 and \$175,000 for all of FY 2017-18 and will be funded in allocations from the General Fund and the Integrated Waste Management (IWM) Fund for Vehicle and Equipment Maintenance Services. The majority of funds will be allocated from the IWM Fund in order to account for the high maintenance needs of the recycling trucks.

### **STRATEGIC PLAN CONSIDERATIONS**

Engaging the fleet maintenance services of Plaza Auto Service and Mobile Fleetcare is consistent with the following El Cerrito Strategic Plan Goals:

Goal A – Deliver exemplary government services by ensuring the City’s fleet is well maintained with minimal downtime.

### **ENVIRONMENTAL CONSIDERATIONS**

Pursuant to Section 15378(b)(2) of the California Environmental Quality Act (CEQA) Guidelines, work under the contract is not a project because it is a continuing maintenance activity.

### **FINANCIAL CONSIDERATIONS**

Funding for vehicle and equipment maintenance services of \$87,500 for FY 2016-17 and \$175,000 is available in the Adopted Biennial Budget for FY 2016-17 and FY 2017-18 in annual allocations from the General Fund (\$29,500 in FY 2016-17 and \$59,000 in FY 2017-18), across multiple departments (Community Development, Public Works, and Recreation), and the Integrated Waste Management (IWM) Fund (\$58,000 in FY 2016-17 and \$116,000 in FY 2017-18) within the Public Works Department, per the table below, and thereafter contingent upon future City budgets and City Council approval of annual appropriations.

|                         | <b>FY 2016-17</b> | <b>FY 2017-18</b> |
|-------------------------|-------------------|-------------------|
| <b>Plaza Auto</b>       |                   |                   |
| General Fund            | \$ 15,200         | \$ 30,400         |
| IWM Fund                | \$ 800            | \$ 1,600          |
| <b>Subtotal</b>         | <b>\$ 16,000</b>  | <b>\$ 32,000</b>  |
| <b>Mobile Fleetcare</b> |                   |                   |
| General Fund            | \$ 14,300         | \$ 28,600         |
| IWM Fund                | \$ 57,200         | \$ 114,400        |
| <b>Subtotal</b>         | <b>\$ 71,500</b>  | <b>\$ 143,000</b> |
| <b>Grand Total</b>      | <b>\$ 87,500</b>  | <b>\$175,000</b>  |

**LEGAL CONSIDERATIONS**

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

**Reviewed by:**



**Scott Hanin**  
**City Manager**

**Attachments:**

1. Resolution
2. Draft Fleet Maintenance and Repair Agreement

RESOLUTION NO. 2016 - XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PLAZA AUTO, INC. IN AN AMOUNT NOT TO EXCEED \$16,000 IN FY 2016-17 AND \$32,000 IN FY 2017-18, AND ALSO TO EXECUTE AN AGREEMENT WITH MOBILE FLEETCARE, INC. IN AN AMOUNT NOT TO EXCEED \$71,500 IN FY 2016-17 AND \$143,000 IN FY 2017-18 TO PERFORM FLEET MAINTENANCE AND REPAIR SERVICES FOR THE CITY OF EL CERRITO, EFFECTIVE JANUARY 1, 2016 FOR TWO YEARS WITH AN OPTION TO ANNUALLY EXTEND THESE CONTRACTS FOR AN ADDITIONAL THREE YEARS THEREAFTER

WHEREAS, the City of El Cerrito (City) is responsible for maintaining and repairing the vehicles and heavy equipment in its fleet; and

WHEREAS, on October 31, 2016, the City issued a Request for Proposals (RFP) from qualified automotive repair companies to provide fleet maintenance and repair services for all city vehicles, excluding Fire and Police vehicles; and

WHEREAS, the RFP was posted to the City's website and a notice inviting proposals was published in the West County Times newspaper on November 3 and 10, 2016 and emailed directly to fourteen automotive repair companies; and

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

WHEREAS, the RFP organized the various types of vehicles in the City Fleet into Bundles A (Passenger Vehicles, SUVs, and Light and Heavy Duty Trucks/ Vans), B (Solid Waste/Recycling Vehicles), C (Heavy Equipment), and D (Fork Lifts) and invited proposers to bid on one or more Bundles; and

WHEREAS, the City received three proposals from qualified companies by the November 22, 2016 due date; and

WHEREAS, upon consideration of competitive pricing, performance of similar work for other clients, and the experience, licensing and certification of key personnel, the selection committee determined that the proposal received from Plaza Auto, Inc. best fits the needs of the City for Bundle A, and the proposal from Mobile Fleetcare, Inc. best fits the needs of the City for Bundles B, C, and D; and

WHEREAS, the cost for Plaza Auto Service, Inc. to provide maintenance and repair services for Bundle A in FY 2016-17 and FY 2017-18 is \$16,000 and \$32,000 respectively; and the cost for Mobile Fleetcare, Inc. to provide maintenance and repair services for Bundles B, C, and D in FY 2016-17 and FY 2017-18 is \$71,500 and \$143,000 respectively; and

WHEREAS, the combined cost for these contracts is not to exceed \$87,500 in FY 2016-17 and \$175,000 in FY 2017-18; and

**Agenda Item No. 5(C)**  
**Attachment 1**

WHEREAS, funding of \$87,500 in FY 2016-17 and \$175,000 in FY 2017-18 is available in the Adopted Biennial Budget for FY 2016-17 and FY 2017-18 in an allocation of \$29,500 in FY 2016-17 and \$59,000 in FY 2017-18 from the General Fund and an allocation of \$58,000 in FY 2016-17 and \$116,000 in FY 2017-18 from the Integrated Waste Management Fund for vehicle and equipment maintenance services. The annual contract amounts beyond June 30, 2018 are contingent upon future City budgets and are subject to City Council approval of annual appropriations.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby authorizes the City Manager to execute an agreement with Plaza Auto, Inc. in an amount not to exceed \$16,000 in FY 2016-17 and \$32,000 in FY 2017-18, and also to execute an agreement with Mobile Fleetcare, Inc. in an amount not to exceed \$71,500 in FY 2016-17 and \$143,000 in FY 2017-18 to perform fleet maintenance and repair services in the City of El Cerrito, effective January 1, 2016 for two years with an option to annually extend these contracts for an additional three years thereafter, contingent upon funding being appropriated by the City Council in future budgets.

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

I CERTIFY that at a regular meeting on December 20, 2016, the City Council of the City of El Cerrito passed this Resolution by the following vote:

|          |                 |
|----------|-----------------|
| AYES:    | COUNCILMEMBERS: |
| NOES:    | COUNCILMEMBERS: |
| ABSTAIN: | COUNCILMEMBERS: |
| ABSENT:  | COUNCILMEMBERS: |

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on December\_\_, 2016.

\_\_\_\_\_  
Cheryl Morse, City Clerk

APPROVED:

\_\_\_\_\_  
Gregory B. Lyman, Mayor

**GENERAL SERVICES AGREEMENT BETWEEN  
THE CITY OF EL CERRITO AND**

---

This agreement for General Services ("Agreement") is entered into on \_\_\_\_\_ (the "Effective Date") between the CITY OF EL CERRITO, a municipal corporation, with offices located at 10890 San Pablo Avenue, El Cerrito, California ("City") and \_\_\_\_\_ ("Contractor") (together sometimes referred to as the "Parties").

**Section 1. SERVICES.** In accordance with the terms and conditions set forth in this Agreement, Contractor agrees to perform all services described in the Scope of Services, attached as Exhibit A, which is incorporated herein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 Term of Services.** This Agreement shall begin on the Effective Date and shall end \_\_\_\_ ( ) years from the date this Agreement was signed by City, unless the term of the Agreement is otherwise terminated or modified, as provided for herein. If the performance of the Scope of Services extends beyond the \_\_\_\_ ( ) year term of this Agreement, then the term of this Agreement shall be extended solely for and until completion of the Scope of Services.
- 1.2 Standard of Performance.** Contractor shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services in connection with this Agreement.
- 1.4 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor. In the event of termination, Contractor shall be entitled to compensation for services satisfactorily completed as of the date of written notice of termination; City, however, may condition payment of such compensation upon Contractor delivering to City documents and records identified in Section 10.1 of this Agreement.

**Section 2. COMPENSATION.** City hereby agrees to pay Contractor for the Scope of Services, whether by fixed price, hourly rates subject to a fixed rate schedule, pursuant to the fee schedule attached as Exhibit B, which is incorporated herein. Total compensation for work performed under this Agreement, **NOT TO EXCEED** \_\_\_\_\_ (\$\_\_\_\_\_).

- 2.1 Invoices.** Contractor shall submit invoices once a month, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Contractor shall have ninety (90) days after the completion of work to invoice City for all amounts due and outstanding under each governed by this Agreement. In the event, Contractor fails to invoice City for all amounts due within such ninety (90) day period, Contractor shall waive its right to collect payment from City.

- 2.2     Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.
- 2.3     Reimbursable Expenses.** No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the scope of services (Exhibit A) and in the fee schedule (Exhibit B).
- 2.4     Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**Section 3.     CHANGES AND EXTRA SERVICES.**

- 3.1**     Provided that City gives reasonable advance notice to Contractor, City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor is of the opinion that any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. In the event the Parties cannot reach agreement as to the proposed change, at the City's sole discretion, Contractor shall perform such work and will be paid for labor, materials, equipment rental, etc., actually used to perform the work.
- 3.2**     City shall not be liable for payment of any changes under Section 3.1, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon City's written request, Contractor begins work in accordance with a proposed change, City shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until City notifies Contractor to stop work on such change.

**Section 4.     PROJECT SITE.** Contractor shall perform the Services in such a manner as to cause a minimum of interference with City's operations and the operations of other contractors at each Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Services at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish. Each Project site may include all buildings, offices, and other locations where Services are to be performed, including any access roads. Contractor shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required for performing the Services, whether owned, leased or rented. City will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a Project site, with or without permission, is at Contractor's sole risk. City may assume that anything left on the work site an unreasonable length of time after said work is completed has been abandoned. Any transportation furnished by City shall be solely as an accommodation and City shall have no liability therefore. Contractor acknowledges and agrees that it shall assume the risk and is solely responsible for

its use of any City owned equipment and property provided by City for the performance of Services. City shall have no liability to Contractor therefore. In addition, Contractor further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tolls, or other property which is utilized by Contractor on each Project site.

**Section 5. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 5.1 Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than One Million Dollars (\$1,000,000.00) per accident.
- 5.2 Commercial General and Automobile Liability Insurance.** Contractor shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. The City shall be named as an additional insured and insurance shall provide primary coverage with respect to the City by written endorsement to the policy.
- 5.3 General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.
- 5.4 Professional Liability Insurance.** (Required for all Licensed Contractors performing design work) Contractor shall maintain professional liability insurance for licensed professionals performing work in connection with this Agreement in an amount not less than One Million Dollars (\$1,000,000.00) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed Two Hundred Fifty-Thousand Dollars (\$250,000.00) per claim.
- 5.5 All Policies Requirements.**
  - 5.5.1 Verification of Coverage.** Prior to beginning any work under this Agreement, Contractor shall, at the sole option of the City, provide City with (1) certified Certification of Insurance that demonstrates compliance with all applicable insurance provisions contained herein; and (2) upon request by the City, complete certified copies of all policies and/or complete certified copies of all endorsements that demonstrate compliance with this Section 5.

**5.5.2 Notice of Reduction in or Cancellation of Coverage.** A certified endorsement must be attached to all insurance obtained in accordance with this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

**5.6 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors.

**Section 6. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.**

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

**Section 7. STATUS OF CONTRACTOR.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent.

**Section 8. LEGAL REQUIREMENTS.**

**8.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**8.2 Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work in connection with this Agreement.

**8.3 Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

**8.4 Nondiscrimination and Equal Opportunity.** In compliance with federal, state and local laws, Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment,

subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

- 8.5 Work Requiring Payment of Prevailing Wages.** If required and in accordance with California Labor Code § 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which these services are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the services under this Agreement.

**Section 9. MODIFICATION.**

- 9.1 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 9.2 Assignment.** Contractor may not assign this Agreement or any interest therein without the prior written approval of the City.
- 9.3 Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City. Where written approval is granted by the City, Contractor shall supervise all work subcontracted by Contractor in performing the Services; shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work; the subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Services; and Contractor is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 5, to City's satisfaction.
- 9.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.
- 9.5 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 9.5.1** Immediately terminate the Agreement;
  - 9.5.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor in accordance with this Agreement;
  - 9.5.3** Retain a different Contractor to complete the Services not finished by Contractor;  
or
  - 9.5.4** Charge Contractor the difference between the costs to complete the work at the time of breach and the amount that City would have paid Contractor in accordance with Section 2 if Contractor had completed the Work.

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**Section 10. KEEPING AND STATUS OF RECORDS.**

- 10.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the City.
- 10.2 Contractor's Books and Records.** Contractor shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 10.3 Confidential Information and Disclosure.** During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party (the "Receiving Party"). The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Contractor understands that City is a public City and is subject to the laws that may compel it to disclose information about Contractor's business.

**Section 11. WARRANTY.**

- I. **11.1** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that Contractor shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. Contractor further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, Contractor shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement. In addition to all other rights and remedies which City may have, City shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor's failure to perform any Services in accordance with the standards required by this Agreement. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by Contractor under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable notice from City, replace or repair the same to City's satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by Contractor in the performance of the Services shall be new and best of kind.

- II. **11.2** Contractor hereby assigns to City all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.

**Section 12. HEALTH AND SAFETY PROGRAMS.** The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all City site programs.

- 12.1** Contractor will be responsible for acquiring job hazard assessments as necessary to safely perform all duties of each Project and provide a copy to City upon request.
- 12.2** Contractor will be responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of Project and provide copies of the certified training records upon request by City. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** City, or their representatives, shall periodically monitor the safety performance of the Contractor working on the Project. All Contractors and their subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from City to Contractor under this Agreement at any time when, or for any Services performed when, Contractor is not in full compliance with this Section 10.
- 12.5** Contractor shall immediately report any injuries to the City site safety representative. Additionally, the Contractor shall investigate and submit to the City site safety representative copies of all written accident reports, and coordinate with City if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of their employees and other site personnel with regard to their Scope of Services. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the City site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of all hazardous wastes they generate within the Scope of Services.

- 12.8** Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Project.
- 12.9** Contractor shall, at the sole option of the City develop and provide to the City a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials to include diesel fuel used for trucks owned or leased by the Contractor.

**Section 13. MISCELLANEOUS PROVISIONS.**

- 13.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Contract Administration.** This Agreement shall be administered by the City Manager or his designee, who shall act as the City's representative. All correspondence shall be directed to or through the representative.
- 13.6 Notices.** Any written notice to Contractor shall be sent to:

[CONTRACTOR'S NAME, ADDRESS]

Any written notice to City shall be sent to:

[NAME, TITLE]  
City of El Cerrito  
10890 San Pablo Avenue  
El Cerrito, CA 94530

**13.7 Professional Seal.** Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

**13.8 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

**13.9 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, City and Contractor agree to resolve the dispute in accordance with the following:

Each Party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority. If dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party, and will end fifteen (15) days after commencement. The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code § 900, et. seq.

**13.10 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

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

CITY OF EL CERRITO

CONTRACTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Scott Hanin, City Manager

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

Attest:

\_\_\_\_\_  
Cheryl Morse  
City Clerk

**City of El Cerrito**  
**Draft Fleet Maintenance Contract**

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Approved as to Form:

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Sky Woodruff  
City Attorney

## Exhibit A

### Technical Specifications

#### 1. Overview

Contractor shall provide vehicle maintenance and repair services for the City-owned vehicles as listed in Attachment 2A, which may be amended from time to time. Contractor shall perform general and preventative maintenance (PM), routine repair, and emergency repair services, including tracking, scheduling, performing and following up on all regular preventative maintenance work and routine and major repairs. Contractor will furnish all tools, equipment, workshop facilities, mobile services, transportation, labor, parts, and materials to perform such maintenance services as specified in these Technical Specifications. Work shall occur at the Contractor's maintenance facility, or at other designated locations such as the Recycling + Environmental Resource Center, Corporation Yard, other City facility, or in the field as needed. The City's preference is for the Contractor to have the ability to perform all required services. However, work may be subcontracted. When subcontractors are used, the Contractor is responsible for the performance of the work, including but not limited to, billing, reporting, scheduling, delivery, work quality and warranty.

Contractor shall maintain City Vehicles included in this Agreement in an operable and safe condition and to the highest professional standards, in accordance with all manufacturers' servicing recommendations necessary to maintain the full benefit of the fleet and all associated manufacturers' warranties, and in compliance with all applicable laws and regulations. All work performed or equipment and parts supplied by the Contractor shall be subject to inspection and approval of the City Representative(s). Failure to pass inspection on any maintenance, repair, or service item shall result in non-payment for that item until such time that the Contractor can present the item to the City in an acceptable form.

Furthermore, the Contractor shall provide vehicle inspections and services as specified for all vehicles over the course of the contract, repair of all reported vehicles problems, vehicle components with like or better components, maintenance and submittal of monthly reports of all work performed, and proper disposal of all materials. The Contractor shall also assist the City in preparing and submitting warranty claims, and support as needed for systems, equipment, or proposed fleet upgrades.

#### 2. Preventative Maintenance (PM) and Routine Repair Services

Contractor shall perform routine maintenance and repair services that include, but are not limited to, work on brakes, suspension, heat/air conditioning systems, electrical systems, minor engine repair, and other repairs normal and customary for routine maintenance of a commercial fleet. Contractor shall complete a City-approved PM checklist to be included with the invoice submitted to the City for every vehicle serviced. The Contractor should include observations and explanations for any further needed repairs.

**2.A. Semi-Annual Service (Bundle A).** The Contractor shall provide the following PM Services on City Vehicles in Bundle A every 6 months, unless more frequent service is required by warranties, operating manuals, or is stipulated elsewhere in this RFP.

1. Check operation of safety equipment: horn and seat belts.
2. Check operation of the parking brake.

3. Check operation of the transmission and check the fluid level. Fill with the specified transmission fluid if needed, as suggested by the manufacturer.
4. Check the steering operation. Check the power steering fluid level and fill as needed.
5. Visually check for coolant leaks in the radiator or hoses. Tighten hose clamps as needed. Check the coolant level in the reservoir and fill as needed.
6. Check operation of brakes and/or air brake system, and fluid levels, fill as needed. Visually inspect the calipers, wheel cylinders, rotors, drums, and brake lining as recommended by manufacturer for the vehicle class being serviced. Clean as needed. Record the approximate front and rear remaining lining wear in mileage terms (5K + or 10K +). Brakes should be replaced if less than an estimated 5,000 miles remains in brake-lining life.
7. Drain and replace engine oil. Replace oil filter.
8. Inspect tire wear, tread depth and air pressure, fill if needed.
9. Inspect condition of wheels, lug nuts, and studs.
10. Lubricate and inspect suspension system. Visually inspect the shocks for leaks.

**2.B. Annual Service (All Bundles).** The Contractor shall provide the following PM Services on all City Vehicles within the applicable Vehicle Bundle(s) every 12 months or 5,000 miles:

1. Inspect the exterior of the vehicle for damage, check the windows/mirror for cracks or dings, and check that the license plates are secured on the front and rear.
2. Check operation of all directional signals and lights. This will include interior and exterior lights.
3. Visually check operation of all instruments and gauges.
4. Check operation of heat/defroster and air conditioner. Visually check all interior knobs and handles (doors, locks, dash panel).
5. Check operation of safety equipment: horn and seat belts.
6. Check operation of the parking brake.
7. Check operation and lube the hood latch and door locks.
8. Check operation of the transmission and check the fluid level. Fill with the specified transmission fluid if needed, as suggested by the manufacturer.
9. Inspect the wiper blades and wiper arms. Fill the window wash reservoir, as needed.
10. Check the steering operation. Check the power steering fluid level and fill as needed.
11. Visually check for coolant leaks in the radiator or hoses. Tighten hose clamps as needed. Check the coolant level in the reservoir and fill as needed.
12. Check the battery water level and fill, if needed. If it is not "maintenance free" types check the sight glass for a green color. Remove and clean the battery cables and terminals.
13. Check condition of the engine mounts.
14. Check condition and tension of all belts and hoses.
15. Inspect and clean or replace the PVC valve, if needed.
16. Check fuel lines, hoses, and fittings for leaks and tighten as required.

17. Check operation of brakes and/or air brake system, and fluid levels, fill as needed. Visually inspect the calipers, wheel cylinders, rotors, drums, and brake lining as recommended by manufacturer for the vehicle class being serviced. Clean as needed. Record the approximate front and rear remaining lining wear in mileage terms (5K + or 10K +). Brakes should be replaced if less than an estimated 5,000 miles remains in brake-lining life.
18. Drain and replace engine oil. Replace oil filter.
19. Inspect tire wear, tread depth and air pressure, fill if needed.
20. Inspect condition of wheels, lug nuts, and studs.
21. Check differential fluid level and fill as needed with manufacturer recommended fluid.
22. Inspect condition of drive line and U-joints. Lube as required.
23. Checks exhaust system for leaks.
24. Lubricate and inspect suspension system. Visually inspect the shocks for leaks.
25. Visually check condition of the frame and cross members.
26. Attach sticker that shows mileage of next service due (adding 4,000 or as specified by owner's manual if under warranty). The sticker should be placed by odometer.
27. Check transfer case fluid level and fill as needed with manufacturer recommended fluid.

**2.C. Biennial Smog Check (Bundle A - Optional).** If contractor is a licensed Smog Testing Station, Contractor may submit price costing to perform biennial smog checks. If this option is included in the awarded contract, Contractor shall track, schedule, and perform biennial smog checks for each vehicle, if applicable. Inspection results will be electronically sent by Contractor to the State Department of Motor Vehicles and also provided to the City Representative. If a vehicle fails the test, the Contractor must inform the City Representative of needed repair work and the cost to repair the vehicle so that it passes the test. The Contractor shall obtain authorization from the designated City Representative before completing any repair work.

**2.D 30,000-Mile Service (All Bundles).** The Contractor shall provide the following PM Services on all City Vehicles within the applicable Vehicle Bundle(s) every 30,000 miles:

1. Perform a pressure check of the coolant system for leaks.
2. Change the air and fuel filters.
3. Perform a complete system check to include the ignition/timing, the charging voltage, charging amperage and the cranking amperage. The results must be recorded on the PM checklist.
4. Drain the transmission fluid, replace the filter, adjust the transmission bands and replace the pan gasket. Fill transmission with manufacturer required type and specified amount of transmission fluid. Road test should be performed to ensure the fluid is circulated and that the bands are adjusted properly to have a smoothly operating vehicle.
5. Replace all spark plugs and wires, distributor cap and rotor, and PVC valve with new OEM or better quality parts. Perform overhead service.
6. Drain coolant system and perform back flush to system. Replace coolant.
7. Remove thermostat and gasket and replace with new OEM or better quality part.

8. Pressure test coolant system, check for leaks and tighten all hose clamps and fittings.
9. A road test shall be performed for each preventive service performed for diagnosing problems, checking the effectiveness of repairs and for testing the overall operation of the vehicle.

**2.E Fleet Assessment.** Within six (6) months after the starting date of the Agreement, the Contractor shall perform a PM on every piece of equipment in the fleet and correct or identify any deficient vehicles. Additionally, a fleet assessment shall be performed on an annual basis to provide the City with data regarding the projected cost to maintain and repair each vehicle for the following year.

### **3. Solid Waste (Recycling) Vehicles (Bundle B)**

For Contractor servicing Bundle B (Solid Waste Vehicles), Contractor shall maintain the City's Solid Waste Vehicles in compliance with California EPA Air Resource Board (ARB) regulations concerning emissions of diesel powered trucks since 1999 and with all regulations related to the Periodic Smoke Inspection Program (PSIP) , including related record keeping documents required under California Title 13, Sections 2190-2194 law.

In addition to the Annual PM service listed under Section 2.B, Contractor shall provide the following services:

**3.A. Weekly Service Requirements.** The Contractor shall schedule a weekly PM visit to the El Cerrito Recycling Center to perform the following inspections:

1. Inspect condition of wheel hubs and tires for proper PSI.
2. Check all service lights, including, but not limited to turn signals, brake lights, and beacon lights.
3. Inspect frame for missing bolts and cracks.
4. Inspect packing blades and hydraulic cylinders.
5. Check for hydraulic leaks and frayed hydraulic hoses.
6. Check all fluid levels and replenish as needed.
7. Check operation of lifting arm, tippers and operating levers and lube and grease.
8. Check hydraulic pump (PTO).
9. Test air compressor and related components.
10. Check all engine belts and hoses in engine compartment.

**3.B. Monthly Service Requirements.** In addition to the items listed in Section 3A, the Contractor shall perform brake checks and BIT inspections on a monthly basis, including the following:

1. Inspection and adjustment of all brake slack adjusters on front and rear axles for all collection vehicles.
2. Check air compressor system, brake pads, and all other components of braking system and repair as needed.

3. Full BIT inspection of all collection vehicles.

**3.C. Quarterly Service Requirements.** In addition to the items listed in Sections 3A and 3B, the Contractor shall perform preventative maintenance services on a quarterly basis, including the following:

1. Complete vehicle inspection.
2. Oil change and oil crankcase filter replacement.
3. Fuel filter replacement.
4. Coolant filter replacement.
5. Hydraulic filter replacement.
6. Air filter replacement.

**3.D On-Road Mechanical Emergencies (Solid Waste Vehicles).** Contractor shall provide mobile emergency repairs of Solid Waste Vehicles which become non-operational on the road. However, the Contractor shall not be required to do so if the location of the Solid Waste Vehicles creates a health or safety hazard to any employee of the Contractor. If it is determined that a Solid Waste Vehicle cannot be repaired on the road, the Contractor may require towing to the nearest safe location or to the Contractor's repair facility. Any and all towing and/or other charges and costs required transporting a Solid Waste Vehicle to the Contractor's maintenance and repair location will be the responsibility of the City.

**3.E. Monthly Reporting Requirements (Solid Waste Vehicles).** The Contractor shall provide the City with a monthly report containing repair requirements and recommendations which the Contractor believes are necessary to prevent mechanical breakdowns, including but not limited to:

1. Damaged components, missing parts in chassis.
2. Damaged components in engine compartment.
3. Damaged components in hydraulic system, including hoses, pumps, switches, leaks and oil changes, packer blades, operating handles, wear-and-tear.
4. Damage related to electrical issues and codes from on-board computers.

#### **4. On-Road and Off-Road Heavy Equipment (Bundle C)**

In addition to the Annual PM service listed under Section 2.B, Contractor servicing Bundle C (Heavy Equipment) shall perform annual safety inspections and PM as outlined in the manufacturers' operations and maintenance manuals and by regulatory agencies (such as OSHA), and should include, but not be limited to the items listed below. Contractor shall provide the City with a Safety and Maintenance Inspection Checklist it intends to use for each piece of equipment as part of its RFP submittal.

1. Inspect operation/ condition/ proper function of safety equipment (remote start/ stop, emergency power, fire extinguishers, flair kits, medical kit, backup alarms, horn, lights, seat belts, mirrors, etc).
2. Inspect condition of wheel hubs and tires for proper PSI; replenish air as needed.

3. Inspect condition of frame and equipment (buckets, booms, retainers, pivots, outriggers, cylinders, etc) for excessive wear, damage, and cracks.
4. Check for missing/ loose bolts throughout: replace and tighten as needed.
5. Lube and grease relevant equipment.
6. Check hydraulic systems for fluid levels, flow, pressure, and leaks; check for and replace frayed hydraulic hoses.
7. Check pumps and PTO.
8. Check all fluid levels and replenish as needed.
9. Check all service lights, including, but not limited to turn signals, brake lights, and beacon lights.
10. Check all engine belts and hoses in engine compartment.
11. Check that all required decals and labels are present and readable.

## **5. Fork Lifts (Bundle D)**

**5.A. PM Service Every 4 months.** Contractor servicing Bundle D (Fork Lifts) shall perform PM every four months as outlined in the manufacturers' operations and maintenance manuals, and should include, but not be limited to the items listed below. Contractor shall provide the City with the Safety and Preventive Maintenance Inspection Checklist it intends to use for this Vehicle Bundle.

1. Change engine oil and filters, including air filter.
2. Check all fluids: Coolant, hydraulic oil, transmission and brake fluid and replenish.
3. Check service brake, parking brake and all related components.
4. Check condition, tension, mounting of all components inside engine compartment: hoses, belts, electric harnesses, battery, radiator, etc..
5. Perform Tune-Up as needed.
6. Check rotator attachment, mast and forks, lube and grease all components.
7. Check all hydraulic hoses. Replace as needed.
8. Inspect fuel lines and components. Replace as needed.
9. Check on-board computer and fix codes and update if applicable.

## **6. Repairs and Workmanship**

**6.A. Recommended Repairs.** As a result of the PM service, the Contractor may make recommendations for further repair services. The Contractor shall support their recommendations for such repair work by using diagnostic statistics, accepted performance standards, vehicle history records, mileage, and other customary means. The Contractor shall obtain prior authorization from the designated City Representative before completing any further repair work that is identified as a result of PM services and not part of routine repairs included during the routine PM or safety inspection.

**6.B. Unscheduled Repairs.** Non-routine maintenance and repairs, other than emergencies, will be handled by appointment through the City Representative. If a City employee contacts the

Contractor about a vehicle requesting service without prior notification to the Contractor from the appropriate City Representative, the Contractor shall call the City Representative for instructions.

If a City vehicle has a breakdown or is in need of delivery or towing after hours, the Contractor shall contact the City Representative for instructions.

**6.C. OEM Quality:** Repair and replacement parts provided by the Contractor for use under this contract shall be of a quality equal to original equipment manufacturer specification or better than the original part in the vehicle or piece of equipment and meet all particular vehicle or piece of equipment original equipment manufacturer warranties for the make and model of the vehicle or piece of equipment. The City may request products for inspection. If products inspected are not of the quality or compatibility required, the Contractor is responsible for finding alternative products that meet the City's approval.

**6.D. Work Inspection.** The City Representative(s) shall have access at all times to work completed or in progress and shall be furnished with all reasonable means and facilities for ascertaining the progress of work and the quality of the materials used. All work performed and all materials furnished shall be subject to the City Representative(s)' inspection and approval. Any item not meeting the City Representative(s)' complete satisfaction shall be replaced immediately.

**6. E. Defective Work.** Defective work or materials shall be made good, and unsuitable material may be rejected notwithstanding the fact that such defective work and unsuitable materials have been previously inspected by the City Representative(s) and accepted. All work, which is determined by the City Representative(s) to be defective in its construction or is deficient in any way, shall be remedied or removed by the Contractor at his expense in a manner acceptable to the City. The City's Public Works Director or his/her designee shall decide all questions that may arise regarding the quality or acceptability of materials furnished or work performed, the manner of performance and rate of progress of the work, and the acceptable fulfillment of the contract. The Public Works Director's decision shall be final.

**6.F. Subcontractors:** Contractor shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City. Where written approval is granted by the City, Contractor shall supervise all work subcontracted by Contractor in performing the Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Services. Contractor is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 5, to City's satisfaction.

The City reserves the right to disapprove the use of any Subcontractor and to review the qualifications of any Subcontractor for working on City Vehicles and Equipment when necessary to protect the rights, liabilities, and interests of the City. The Contractor shall have full responsibility for the correction of any work performed by the Subcontractor found to be faulty whether or not the City has conducted a review of the Subcontractor's qualifications for performance of such work.

The changes for subcontracted services to the City shall be the amount of the subcontractor's invoice for services performed, or the contract price, whichever is less. There shall be no mark-up of the Subcontractor's billing by the Contractor. The coordination and management of work by the Subcontractor shall be performed by the Contractor and be included in the base bid for the contract.

## **7. General Service Requirements**

**7.A. Turn-Around Time.** The Contractor shall provide a turn-around time of 1 business day for Preventive Maintenance Services, plus any routine repair services resulting from the PM services, and for any simple repairs. Contractor shall provide a turn-around time of 2 business days for major repairs – or as agreed upon by the City Representative.

**7.B. City Representatives.** The City shall provide the names and contacts of the City Representative for each Department. These Representatives will be authorized to make decisions about work to be completed and repair costs for the vehicles in their Departments. Contractor shall not begin work on a vehicle without prior approval from the City Representative or official designee for the Department or Division in which the vehicle belongs. City Representatives include:

- Community Development Department: City Building Official
- Environmental Services Division: Operations Manager
- Maintenance Division: Maintenance Superintendent
- Recreation Department: Recreation Director

**7.C. Customer Service.** The Contractor shall provide an experienced, competent superintendent who will be responsible for effectively supervising all work in progress. In addition to supervision of work in progress, the Superintendent must be capable of instructing his/her subordinates in correct and proper maintenance and safety techniques.

The Contractor shall employ competent, experienced fleet technicians qualified in repair or trouble detection for the vehicle type being serviced. If any subcontractor, superintendent, foreman, laborer, or other person employed or associated with the Contractor appears to City staff to be intemperate, incompetent, or otherwise undesirable to be at a City facility or working on a City vehicle, the Contractor shall cause that person to be immediately removed from the City facility and/or from work under this contract with the City.

**7.D. Laws and Regulations:** Services by the Contractor shall comply with all safety, environmental and other applicable laws and regulations, including all required recordkeeping and reporting related to such compliance. The Contractor is responsible for the proper disposal of all waste materials generated in the performance of this contract. All hazardous material will be disposed of in accordance with applicable laws and regulations. Appropriate records shall be maintained and available for inspection by the City within two (2) business days.

## **8. Reporting and Invoice Requirements**

**8.A. Monthly Invoice and Report:** The Contractor shall provide a consolidated monthly invoice and report to the City's designated Contract Monitor on or before the 10th calendar day of

the month following the reporting period. This report and invoice may be in whatever format is deemed acceptable to both the City and the contractor, but shall at a minimum, include the following information:

1. Cover sheet with current charges and cumulative charges to the contract to date.
2. List and cost of PM service completed, listed with vehicles serviced.
3. List and cost of unscheduled repairs by vehicle and type of repair.
4. Back-up documentation (PM/ Safety Inspection checklists, repair tag/ cost estimate, etc.).
5. Records of sub-contracted work.
6. Repair requirements and recommendations which the Contractor believes are necessary to prevent mechanical breakdowns.

**8.B Maintenance Logs.** The Contractor shall maintain all manual records for designated equipment and system components. The manual records shall include: all routine PM performed and documented, detailing such items as vehicles serviced, parts replaced, and equipment specifications. For Contractor servicing Bundle B (Solid Waste Vehicles), Contractor shall also maintain a log of all brake checks, adjustments, and Biennial Inspection of Terminals (BIT) inspections. The Contractor shall provide the log to the City upon request by the City.

## Attachment 2A

### City of El Cerrito Vehicle List

Following is the list of vehicles and equipment included in this Fleet Maintenance Contract, ordered by Vehicle Bundle. The City reserves the right to amend this vehicle list from time to time and without notification as vehicles in the City Fleet are replaced.

| Bundle | Year | Plate #  | Make                   | Model               | Department | Vehicle ID |
|--------|------|----------|------------------------|---------------------|------------|------------|
| A      | 1989 | E266472  | Chevy 3500             | Dump/Pickup Truck   | PWM        | 32         |
| A      | 1991 | E338706  | Ford F350              | Pickup Truck        | PWM        | 35         |
| A      | 1997 | 1081725  | Ford F450              | Stake Truck         | RERC       | SB         |
| A      | 1998 |          | Ford XLT               | Ranger              | PWM        |            |
| A      | 1999 | 1022987  | Ford                   | Ranger XLT Pickup   | Comm Dev   |            |
| A      | 2000 | E1071549 | Ford                   | Expedition          | PWM        |            |
| A      | 2000 | E1066318 | Ford                   | Minibus             | Recreation |            |
| A      | 2003 | E1168354 | Chevy 3500             | Van                 | PWM        |            |
| A      | 2003 | E1168401 | Chevy Silverado 2500HD | Pickup Truck        | PWM        | 23         |
| A      | 2003 | 1113338  | Ford                   | Explorer            | Comm Dev   |            |
| A      | 2004 | E1113364 | Ford F150              | Pickup Truck        | RERC       | CNG        |
| A      | 2006 | 1281908  | Ford Ranger            | Pickup Truck        | Recreation |            |
| A      | 2006 | 1325662  | Chevy Silverado 2500HD | Pickup Truck        | Recreation |            |
| A      | 2007 | E1274133 | Ford                   | Minibus             | Recreation |            |
| A      | 2008 | 123933   | Chevy Up-Lander        | Van                 | Recreation |            |
| A      | 2010 | E1191449 | Ford F250              | Pickup Truck        | PWM        |            |
| A      | 2010 | E1314250 | Ford                   | Pickup Truck        | PWM        |            |
| A      | 2012 | 1381848  | Ford                   | Fusion - Sedan      | Comm Dev   |            |
| A      | 2013 |          | Honda                  | Civic               | Comm Dev   |            |
| A      | 2016 | 1472909  | Ford                   | Escape -- Small SUV | Comm Dev   |            |
| A      |      | 1314258  | Ford F650              | Dump Truck          | PWM        |            |

**City of El Cerrito  
Draft Fleet Maintenance Contract**

|   |      |         |                           |                              |            |       |
|---|------|---------|---------------------------|------------------------------|------------|-------|
| A | 2005 | 1081721 | Ford Ranger               | Pickup Truck                 | Recreation |       |
| A | 1998 | 903229  | Ford Ranger               | Pickup Truck                 | Recreation |       |
| A | 2008 | 1223932 | Chevy                     | Uplander                     | Recreation |       |
| A | 2002 | 1104590 | Dodge                     | Ram 2500                     | Recreation |       |
| A | 2008 | 1247372 | Honda                     | Odyssey                      | Recreation |       |
| A | 2013 | 1439770 | Chevy                     | Express                      | Recreation |       |
| A | 2008 | 1193391 | Chevy                     | Express                      | Recreation |       |
| B | 2008 | 1314370 | Crane Carrier /<br>Labrie | Recycling Truck              | RERC       | R1    |
| B | 2008 | 1314371 | Crane Carrier /<br>Labrie | Recycling Truck              | RERC       | R2    |
| B | 2008 | 1309697 | Crane Carrier /<br>Heil   | Recycling Truck              | RERC       | C1    |
| B | 2010 | 1343823 | Crane Carrier /<br>Heil   | Recycling Truck              | RERC       | C2    |
| C | 1973 | E642142 | John Deere                | Tractor                      | PWM        |       |
| C | 1987 | E098453 | Ford                      | Altec AA-600 Bucket<br>Truck | PWM        |       |
| C | 1991 | E207909 | Ford F700                 | Box Truck with<br>Chipper    | PWM        | 30    |
| C | 1996 | NA      | Caterpillar 416B          | Backhoe                      | PWM        |       |
| C | 1998 | NA      | John Deere                | Gator                        | PWM        |       |
| D | 1998 |         | Toyota                    | Forklift                     | RERC       | F1    |
| D | 2005 |         | Toyota                    | Forklift                     | RERC       | F2    |
| D | 2007 |         | Linde                     | Forklift                     | RERC       | Linde |

## Exhibit B Cost Schedule

The prices are to include and cover the furnishing of all labor, materials, equipment, fees, taxes, incidentals, and overhead necessary to perform the work described in **Exhibit A - Technical Specification** of this proposal document.

The Contractor affirms that in the event they are selected as the successful Contractor, the Contractor assures that all work will be performed in the specified manner and under the terms and conditions specified at the prices listed below.

Contractor's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Contractor is providing this proposal to perform work on the following Vehicle Bundle(s):

\_\_\_\_\_ **Bundle A:** Passenger Vehicles, SUVs and Light and Heavy Duty Trucks/ Vans

\_\_\_\_\_ **Bundle B:** Solid Waste (Recycling) Vehicles

\_\_\_\_\_ **Bundle C:** On- and Off-Road Heavy Equipment

\_\_\_\_\_ **Bundle D:** Fork Lifts

| RFP Section No. | Item Description                           | Bundles | No. of Services Per Year | Cost per Vehicle per Service       |
|-----------------|--------------------------------------------|---------|--------------------------|------------------------------------|
| <b>2.A.</b>     | <b>Semi-Annual PM &amp; Routine Repair</b> |         |                          |                                    |
|                 | Passenger Vehicles                         | A       | 2                        |                                    |
|                 | SUV/Trucks                                 | A       | 2                        |                                    |
|                 | Super Duty Trucks/ Vans                    | A       | 2                        |                                    |
| <b>2.B.</b>     | <b>Annual PM &amp; Routine Repair</b>      |         |                          |                                    |
|                 | Passenger Vehicles                         | A       | 1                        |                                    |
|                 | SUV/Trucks                                 | A       | 1                        |                                    |
|                 | Super Duty Trucks/ Vans                    | A       | 1                        |                                    |
|                 | Solid Waste Trucks                         | B       | 1                        |                                    |
|                 | Heavy Equipment                            | C       | 1                        | Include cost under Section 4 below |
|                 | Fork Lifts                                 | C       | 1                        |                                    |
| <b>2.C.</b>     | <b>Biennial Smog Check (Optional)</b>      |         |                          |                                    |
|                 | Passenger Vehicles                         | A       | 0.5                      |                                    |
|                 | SUV/Trucks                                 | A       | 0.5                      |                                    |
|                 | Super Duty Trucks/ Vans                    | A       | 0.5                      |                                    |
| <b>2.D.</b>     | <b>30,000-Mile Service</b>                 |         |                          |                                    |

**City of El Cerrito**  
**Draft Fleet Maintenance Contract**

|          |                                           |   |                          |  |
|----------|-------------------------------------------|---|--------------------------|--|
|          | Passenger Vehicles                        | A | na                       |  |
|          | SUV/Trucks                                | A | na                       |  |
|          | Super Duty Trucks/ Vans                   | A | na                       |  |
| <b>3</b> | <b>Solid Waste Trucks</b>                 |   |                          |  |
| 3.A.     | Weekly Service                            | B | 52                       |  |
| 3.B      | Monthly Service                           | B | 12                       |  |
| 3.B      | Quarterly Service                         | B | 4                        |  |
| 3.D.     | On-Road Mechanical<br>Emergencies         | B | na                       |  |
| <b>4</b> | <b>Heavy Equipment</b>                    |   |                          |  |
|          | Annual PM & Routine Maint.                | C | 1                        |  |
|          | Man Lift Safety Inspection &<br>OSHA Cert | C | 1                        |  |
| <b>5</b> | <b>Fork Lifts</b>                         |   |                          |  |
| 5.A.     | Trimester PM Service                      | D | 3                        |  |
|          | <b>Standard Labor Rate</b>                |   | <b>Cost per<br/>Hour</b> |  |
|          | Passenger Vehicles                        | A |                          |  |
|          | SUV/Trucks                                | A |                          |  |
|          | Super Duty Trucks/ Vans                   | A |                          |  |
|          | Solid Waste Trucks                        | B |                          |  |
|          | Heavy Equipment                           | C |                          |  |
|          | Fork Lifts                                | C |                          |  |
|          | <b>P.M. Labor Rate</b>                    |   | <b>Cost per<br/>Hour</b> |  |
|          | Passenger Vehicles                        | A |                          |  |
|          | SUV/Trucks                                | A |                          |  |
|          | Super Duty Trucks/ Vans                   | A |                          |  |
|          | Solid Waste Trucks                        | B |                          |  |
|          | Heavy Equipment                           | C |                          |  |
|          | Fork Lifts                                | C |                          |  |
|          | <b>Towing Service (Optional)</b>          |   | <b>Cost per<br/>mile</b> |  |
|          | Passenger Vehicles                        | A |                          |  |
|          | SUV/Trucks                                | A |                          |  |
|          | Super Duty Trucks/ Vans                   | A |                          |  |
|          | Solid Waste Trucks                        | B |                          |  |
|          | Heavy Equipment                           | C |                          |  |

**Mark-Up on Parts and Materials**

Contractor will charge City the actual invoice of materials used for the additional work plus a fee of \_\_\_\_\_ percent (%).

**Hourly rates for labor to perform work not included in Technical Specifications**

During the agreement term, City may request Contractor to perform work not listed in the Technical Specifications. The Contractor offers the specified labor categories at the indicated hourly rate for these additional services. Hourly rates shall include all direct and indirect costs.

**Adjustments in Scope or Quantity of Work**

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



## AGENDA BILL

### Agenda Item No. 5(D)

**Date:** December 20, 2016  
**To:** El Cerrito City Council  
**From:** Paul Keith, Chief of Police,  
Lance Maples, Fire Chief  
**Subject:** Authorization to Enter Negotiations for the Provision of Public Safety Dispatch Services

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#### **ACTION REQUESTED**

Adopt a resolution authorizing the City Manager or his designee to enter into negotiations with the Office of the Sheriff of Contra Costa County, Contra Costa County Fire Protection District and the County of Contra Costa for the provision of public safety dispatch services.

#### **BACKGROUND**

The El Cerrito Police Department and El Cerrito Fire Department currently contract with the City of Richmond for the provision of dispatch and records management services. The most recent agreement expired on June 30, 2014. Since June 30, 2014, the City of Richmond continues to provide Dispatch and Records Management services as outlined in the Consolidated Communications Agreement and Consortium Records Management Agreement.

In July 2016, representatives from the City of Richmond and the Richmond Police Department held a meeting to inform the partner agencies in the West County Consortium that the City of Richmond was withdrawing from the consortium. The City of Richmond expressed an interest in continuing to provide dispatch services under a different cost and contract structure. The City of Richmond also informed the City of El Cerrito that it intended to stop providing after-hours records support and police data hosting. The City of Richmond informed the City of El Cerrito that it intended to increase the cost of dispatch services for the police department and begin charging for fire dispatch services.

Since that meeting, staff has explored dispatch options with other emergency dispatch centers in the region. Staff has also evaluated the costs associated with switching dispatching software and records management software.

The City of Richmond notified the City of El Cerrito that it intends to stop providing dispatch services on July 1, 2017, unless the City of El Cerrito signs a contract for dispatch services, at a significantly higher cost.

**ANALYSIS**

Staff has identified the Office of the Sheriff of Contra Costa County, Contra Costa County Fire Protection District and the County of Contra Costa as the providers that likely best meet the needs of the El Cerrito Police and Fire Departments. The Office of the Sheriff currently manages emergency dispatch for the unincorporated communities of Contra Costa County as well as Pittsburg, Oakley, Moraga, Orinda, Lafayette, and Danville. Contra Costa County Fire Protection District manages the fire dispatch services for their service area, the unincorporated communities of Contra Costa as well as Pinole, Hercules, Moraga, Orinda, Oakley and Brentwood. Should the City decide to switch dispatch services, the change is anticipated to not be noticeable to users of the system.

**STRATEGIC PLAN CONSIDERATIONS**

Approving the attached resolution will allow the City Manager or his designee to begin planning for the long term solution to public safety dispatching in El Cerrito. This will help the City in its goal to achieve long term financial sustainability by allowing staff to potentially reduce dispatch related costs over a multiple year contract. In addition, staff will continue to ensure the public's health and safety by creating a contract that does not result in a lapse in dispatch services.

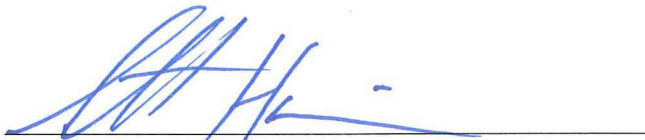
**FINANCIAL CONSIDERATIONS**

Approval of this resolution will authorize the City Manager or designee to enter negotiations for public safety dispatch services. Staff has identified the Office of the Sheriff, Contra Costa County Fire Protection District and the County of Contra Costa as a preferred solution for dispatch services. Staff will return to Council for authorization of these contracts should a desired outcome be reached.

**LEGAL CONSIDERATIONS**

The City Attorney reviewed this Agenda Bill and did not have any additional considerations.

**Reviewed by:**



**Scott Hanin**  
**City Manager**

**Attachment:**

1. Resolution

RESOLUTION NO. 2016-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO NEGOTIATIONS WITH THE OFFICE OF THE SHERIFF OF CONTRA COSTA COUNTY, CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT AND COUNTY OF CONTRA COSTA FOR THE PROVISION OF PUBLIC SAFETY DISPATCH SERVICES

WHEREAS, the City of Richmond has communicated its intent not to renew the Consolidated Communication Agreement; and

WHEREAS, the Office of the Sheriff of Contra Costa County, Contra Costa County Fire Protection District and the County of Contra Costa have expressed an interest in providing public safety dispatching services to the City of El Cerrito; and

WHEREAS, the City Manager will seek authorization from the City Council before entering into a contract with the Sheriff of Contra Costa County, Contra Costa County Fire Protection District and the County of Contra Costa; and

WHEREAS, Staff has identified the Sheriff of Contra Costa County, Contra Costa County Fire Protection District and the County of Contra Costa as the preferred public safety dispatching vendor.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby authorizes the City Manager or his designee to enter negotiations with the Office of the Sheriff of Contra Costa County, Contra Costa County Fire Protection District and the County of Contra Costa for the provision of public safety dispatching services.

I CERTIFY that at a regular meeting on December 20, 2016 the City Council of the City of El Cerrito passed this Resolution by the following vote:

|          |                 |
|----------|-----------------|
| AYES:    | COUNCILMEMBERS: |
| NOES:    | COUNCILMEMBERS: |
| ABSTAIN: | COUNCILMEMBERS: |
| ABSENT:  | COUNCILMEMBERS: |

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on December XX,, 2016.

\_\_\_\_\_  
Cheryl Morse, City Clerk

APPROVED:

\_\_\_\_\_  
Gregory B. Lyman, Mayor



## AGENDA BILL

Agenda Item No. 5(E)

**Date:** December 20, 2016  
**To:** El Cerrito City Council  
**From:** Cheryl Morse, City Clerk  
**Subject:** Extension of Current Terms of Members of the Arts and Culture Commission, Design Review Board, Financial Advisory Board, Human Relations Commission and the Parks and Recreation Commission

---

### **ACTION REQUESTED**

Adopt a resolution interpreting El Cerrito Municipal Code Section 2.04.220 to permit the extension of the terms of members of the Arts and Culture Commission, Design Review Board, Financial Advisory Board, Human Relations Commission and the Parks and Recreation Commission to maintain a working membership of those bodies during a transitional gap period that has occurred as a result of amendments to the Municipal Code in 2013. The resolution would also extend the terms of specific members of these advisory bodies.

### **BACKGROUND**

On December 3, 2013, the City Council adopted Ordinance No. 2013-06, which among other things, changed the beginning of terms for members of boards and commissions from January 1 to March 1. At the time that the Council was considering the ordinance, it was anticipated that, as a result of some members' terms expiring on January 1, there would be a one-time gap before their or their successors' new terms began on March 1. The Community Development Department, Recreation Department and City Management wishes to extend the terms of current members to minimize any disruption to business scheduled before the Arts and Culture Commission, Design Review Board, Human Relations Commission and Parks and Recreation Commission during that gap period. Staff believes that the review process would benefit from full and experienced membership on each of these bodies. The Council last approved an interim appointment to resolve the gap in terms for the Design Review Board, Human Relations Commission, Parks and Recreation Commission and Planning Commission on January 5, 2016.

### **ANALYSIS**

Under Section 2.04.220 of the Municipal Code, members of boards and commissions serve four-year terms. El Cerrito Municipal Code Section 2.04.220(B)(3) states:

## **Agenda Item No. 5(E)**

*Term. Terms are four years, commencing on March 1<sup>st</sup> unless a member is removed from office pursuant to the provisions of subsection (B)(4) of this section. Members appointed prior to March 1, 2014 with terms that commenced on January 1 will conclude their terms on January 1. The membership shall be divided to achieve temporal distribution of terms. If a board member or commissioner fails to complete the term, the council appointment shall be for the remainder of the uncompleted term. Members are not eligible to serve on the same board or commission if they have served two full consecutive full four-year terms.*

The Municipal Code outlines the process for appointing members of boards and commissions and their qualifications, among other things, and specifically notes that members serve at the pleasure of the City Council, which alludes to the power of the City Council to appoint and remove members. The Code does not expressly prohibit the Council from extending terms, and the City Attorney believes that it is within the Council's authority to extend the term of a sitting member of a board or commission, particularly under the circumstances outlined above. It would nevertheless be appropriate for the Council to adopt a resolution stating its interpretation of the Code for the record.

The proposed resolution also states that the extension would be counted as part of the current term of the affected members of the Arts and Culture Commission, Design Review Board, Financial Advisory Board, Human Relations Commission and Parks and Recreation Commission. Members of boards and commissions are limited to no more than two consecutive full terms under Section 2.04.220(B)(2) of the Municipal Code. Thus, the extensions would have no effect on the ability of a member to seek appointment to another term.

### **STRATEGIC PLAN CONSIDERATIONS**

Extension of the terms of the members of the Arts & Culture Commission, Design Review Board, Financial Advisory Board, Human Relations Commission and Parks and Recreation Commission, as specified in the resolution, would further Goal A of the Strategic Plan ("Deliver exemplary government services") by ensuring that there is a working membership of each Board and Commission identified during consideration of important work that is already scheduled for consideration by each Board and Commission or that may arise in the first quarter of the year. The Arts and Culture Commission will be considering the Artist in Residence Program. The Design Review Board will continue to review applications and the Human Relations Commission plans and participates in the annual Martin Luther King, Jr. Celebration in January among other events.

### **FINANCIAL CONSIDERATIONS**

The proposed resolution has no financial impacts.

**LEGAL CONSIDERATIONS**

As noted above, the City Attorney believes that the proposed interpretation and extension of the terms of the specified members of the Arts and Culture Commission, Design Review Board, Financial Advisory Board, Human Relations Commission and Parks and Recreation Commission is allowable under the Municipal Code.

**Reviewed by:**



**Scott Hanin, City Manager**

**Attachment:**

1. Resolution

**RESOLUTION NO. 2016-XX**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO INTERPRETING SECTION 2.04.220 OF THE EL CERRITO MUNICIPAL CODE TO PERMIT THE EXTENSION OF THE TERMS OF MEMBERS OF THE ARTS AND CULTURE COMMISSION, DESIGN REVIEW BOARD, FINANCIAL ADVISORY BOARD, HUMAN RELATIONS COMMISSION AND PARKS AND RECREATION COMMISSION TO MAINTAIN A WORKING MEMBERSHIP OF THOSE BODIES DURING A TRANSITIONAL GAP PERIOD THAT WILL OCCUR AS A RESULT OF AMENDMENTS MADE TO THE MUNICIPAL CODE IN 2013

WHEREAS, on December 3, 2013, the City Council adopted Ordinance No. 2013-06, which among other things, changed the beginning of terms for members of boards and commissions from January 1 to March 1; and

WHEREAS, at the time that the Council was considering the ordinance, it was anticipated that, as a result of some members' terms expiring on January 1, there would be a gap before their or their successors' new terms began on March 1. It has since come to the Council's attention that the Arts and Culture Commission will review its Artists in Residence Program and that the Design Review Board will continue to review applications during that gap period and that the Human Relations Commission also has important work and projects to consider during the gap period. Two members of the Financial Advisory Board will be terming out after more than two full terms of service on the Board. The Council believes that the review process would benefit from experienced membership on all bodies and that interim appointments help each Board and Commission maintain a quorum; and

WHEREAS, under Section 2.04.220 of the Municipal Code, in its current form, members of boards and commissions serve four-year terms starting on January 1. The Municipal Code outlines the process for appointing members of boards and commissions and their qualifications, among other things, and specifically notes that members serve at the pleasure of the City Council, which alludes to the power of the City Council to appoint and remove members; and

WHEREAS, the Municipal Code does not expressly prohibit the City Council from extending terms, and the City Council believes that it is within the Council's authority to extend the term of a sitting member of a board or commission, particularly under the circumstances outlined herein. The City Council therefore adopts this resolution stating its interpretation of the Code for the record.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby interprets Section 2.04.220 of the Municipal Code to permit the short-term extension of the term of a sitting member of a board or commission ("advisory body") under unusual circumstances to ensure the full

membership of an advisory body during a period when an advisory body otherwise would not have full membership and is likely to consider significant matters.

BE IT FURTHER RESOLVED, that the terms of Arts and Culture Commissioners Ruth Cazden and Heidi Rand, Design Review Board Member Carl Groch, Financial Advisory Board Member Peter Vranich, Human Relations Commissioner Georgina Edwards and Parks and Recreation Commissioner Gary Hill which will expire on January 1, 2017, are hereby extended until March 1, 2017. The approved extensions shall be counted as part of their current terms, such that their ability to serve additional terms under Section 2.04.220(B)(2) of the Municipal Code shall not be affected.

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

I CERTIFY that at a regular meeting on December 20, 2016, the City Council of the City of El Cerrito passed this Resolution by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on December \_\_\_\_, 2016.

\_\_\_\_\_  
Cheryl Morse, City Clerk

APPROVED:

\_\_\_\_\_  
Gregory B. Lyman, Mayor

# **CERTIFICATE OF ELECTION**

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STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

*I, Cheryl Morse, Clerk of the City of El Cerrito, State of California, do hereby certify, that at a General Election held in the City on the 8th day of November, 2016*

**GREGORY B. LYMAN**

*was re-elected to the office of*

**CITY COUNCILMEMBER**

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

***In Witness Whereof, I have hereunto affixed my hand  
and official seal this 20<sup>th</sup> day of December, 2016.***

---

*Cheryl Morse, City Clerk*

# ***CERTIFICATE OF ELECTION***

---

STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

*I, Cheryl Morse, Clerk of the City of El Cerrito, State of California, do hereby certify, that at a General Election held in the City on the 8th day of November, 2016*

***ROCHELLE PARDUE-OKIMOTO***

*was elected to the office of*

***CITY COUNCILMEMBER***

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

***In Witness Whereof, I have hereunto affixed my hand  
and official seal this 20<sup>th</sup> day of December, 2016.***

---

*Cheryl Morse, City Clerk*

# ***CERTIFICATE OF ELECTION***

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STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

*I, Cheryl Morse, Clerk of the City of El Cerrito, State of California, do hereby certify, that at a General Election held in the City on the 8th day of November, 2016*

***PAUL FADELLI***

*was elected to the office of*

***CITY COUNCILMEMBER***

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

***In Witness Whereof, I have hereunto affixed my hand  
and official seal this 8<sup>th</sup> day of December, 2016.***

---

*Cheryl Morse, City Clerk*

**CITY OF EL CERRITO**

**OATH OR AFFIRMATION**

I, \_\_\_\_\_

do, solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I about to enter.

\_\_\_\_\_  
Signature

Sworn and subscribed before me this 20<sup>th</sup> day of December, 2016

\_\_\_\_\_  
Cheryl Morse, City Clerk



## Agenda Item No. 10

### ELECTION OF CITY COUNCIL OFFICERS<sup>1</sup>

*Adopted: November 19, 1990*

*Revised: July 7, 1997*

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

#### **CITY COUNCIL**

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

Mayor Pro Tem will replace the outgoing Mayor.

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

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

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

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

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

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