



AGENDA

SPECIAL CITY COUNCIL MEETING
Tuesday, September 18, 2012 – 7:30 p.m.
City Council Chambers

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

Bill Jones – Mayor

Mayor Pro Tem Greg Lyman
Councilmember Rebecca Benassini

Councilmember Ann Cheng
Councilmember Janet Abelson

ROLL CALL

7:30 p.m. CONVENE SPECIAL CITY COUNCIL MEETING

- 1. PLEDGE OF ALLEGIANCE TO THE FLAG** – Mayor Pro Tem Lyman.
- 2. COUNCIL / STAFF COMMUNICATIONS** (*Reports of Closed Session, commission appointments and informational reports on matters of general interest which are announced by the City Council & City Staff.*)

3. ORAL COMMUNICATIONS FROM THE PUBLIC

All persons wishing to speak should sign up with the City Clerk. Remarks are limited to 3 minutes per person. Please state your name and city of residence for the record. Comments regarding non-agenda, presentation and consent calendar items will be heard first. Comments related to items appearing on the Public Hearing or Policy Matter portions of the Agenda are taken up at the time the City Council deliberates each action item. Individuals wishing to comment on any closed session scheduled after the regular meeting may do so during this public comment period or after formal announcement of the closed session.

4. PRESENTATIONS

A. Falls Prevention Awareness Proclamation

Approve a proclamation proclaiming September 22-28, 2012 as “Falls Prevention Awareness

Week” in the City of El Cerrito and calling upon all residents and interested groups to observe the week with appropriate activities that promote awareness of fall prevention.

5. ADOPTION OF THE CONSENT CALENDAR – Item Nos. 5A through 5I

Consent Calendar items are considered to be routine by the City Council and will be enacted by one motion unless a request for removal for discussion or explanation is received prior to the time Council votes on the motion to adopt the Consent Calendar.

A. Minutes for Approval

Approve the: 1) August 21, 2012 Special Concurrent City Council/Public Financing Authority/Successor Agency to the Former Redevelopment Agency meeting minutes and Special City Council Acting as Successor Agency to the Former Redevelopment Agency Closed Session meeting minutes; and 2) September 11, 2012 Special City Council meeting minutes.

B. Domestic Violence Awareness Month Proclamation

Approve a proclamation proclaiming October 2012 as Domestic Violence Awareness Month in the City of El Cerrito, and urging all residents to actively participate in the efforts to end violence in our homes, in our schools, and in our communities.

C. Execute Agreement and Accept Grant Deed from BART for Public Right-of-Way Easement Near Del Norte BART Station

Adopt a resolution authorizing the City Manager to execute an agreement between the San Francisco Bay Area Rapid Transit District (BART) and the City of El Cerrito in connection with the sidewalk and tree improvements at the Del Norte BART Station; and accepting the Grant Deed, referenced therein, for a public right-of-way easement adjacent to and near the Del Norte BART Station on Hill Street, Liberty Street, Key Boulevard, Cutting Boulevard, Knott Avenue and Kearney Street, and authorizing the City Manager to execute the Grant Deed after its approval by BART.

D. Co-Sponsorship Application for El Cerrito Trail Trekkers

Adopt a resolution authorizing the City Manager to grant free use of meeting room facilities for the El Cerrito Trail Trekker’s monthly meetings.

E. Support West Contra Costa Unified School District Bond Measure E

At the request of Councilmember Abelson, adopt a resolution supporting the goals of Measure E and encouraging the voters of the City of El Cerrito to review the language and arguments concerning Measure E and cast their vote on Measure E on the November 6, 2012 presidential general election ballot.

F. Support West Contra Costa Unified School District Parcel Tax Measure G

At the request of Councilmember Abelson, adopt a resolution supporting the goals of Measure G and encouraging the voters of the City of El Cerrito to review the language and arguments concerning Measure G and cast their vote on Measure G on the November 6, 2012 presidential general election ballot.

G. Urge Local Businesses to Discontinue the Sale and Businesses and Residents to Discontinue Use of Rodenticide Resolution

Upon initial referral by Councilmember Cheng, staff requests that the Council take the following

actions: 1) Adopt a resolution urging local businesses to stop selling and stocking certain rat poison products and discouraging the use of these products in the City of El Cerrito by contractors, City staff and residents; and 2) Send a letter to the Department of Pesticide Regulation requesting that they refuse to renew registration of twenty rodenticide products because of the risk that they pose to public and environmental health.

H. Oppose Proposition 32 “Stop Special Interest Money Now”

At the request of Councilmember Cheng, adopt a resolution expressing the City Council’s opposition to Proposition 32 on the November 6, 2012 general election ballot.

I. Quarterly Investment Report

Receive and file the City’s June 30, 2012 Quarterly Investment Report.

6. PUBLIC HEARING

Abatement of Fire Hazard Public Nuisances on Four Properties Pursuant to Municipal Code Chapter 16.26

Conduct a public hearing and upon conclusion adopt a resolution confirming the cost of abatement of public nuisance conditions resulting from the presence of weeds, rubbish, litter or other flammable material on private property designated in Exhibit A to the Resolution as authorized by El Cerrito Municipal Code Chapter 16.26.

7. POLICY MATTERS

A. SEIU, Local 1021 Memorandum of Understanding and Reporting the Value of Employer Paid Member Contributions for SEIU, Local 1021 Employees

Staff requests that the City Council take the following actions:

1. Adopt a resolution adopting the Memorandum of Understanding between the City of El Cerrito and the Service Employees International Union (SEIU), Local 1021 effective July 1, 2012 through June 30, 2014; and
2. Adopt a resolution amending the paying and reporting of the value of employer paid member contributions for SEIU, Local 1021.

8. COUNCIL ASSIGNMENTS/LIAISON REPORTS

Council Assignments and Liaison Reports were held over from the meeting of August 21, 2012.

A. Mayor Jones Assignments: Contra Costa County Mayors’ Conference, Crime Prevention Committee, Design Review Board, Disaster Preparedness Council Delegate, Municipal Service Corporation Chair, Oversight Board of the Successor Agency for the Former El Cerrito Redevelopment Agency, Pension Board Chair, Temporary Permits Committee, Tom Bates Regional Sports Field JPA, Underground Utilities Committee, West County Integrated Waste Management Authority Alternate and West County Mayors’ & Supervisors’ Association.

B. Mayor Pro Tem Lyman Assignments: Commission/Committee Rules Subcommittee, Contra Costa County Mayors’ Conference Alternate, Disaster Preparedness Council Alternate, Economic Development Board, Municipal Services Corporation Vice-Chair, Pension Board

Alternate, Planning Commission, Tree Committee, West County Integrated Waste Management Authority Delegate and West County Mayors' & Supervisors' Association Alternate.

C. Councilmember Abelson Assignments: Association of Bay Area Governments (ABAG) General Assembly Alternate, Committee on Aging, Contra Costa Transportation Authority, Environmental Quality Committee, League of California Cities East Bay Division Delegate and West Contra Costa Transportation Advisory Committee Delegate.

D. Councilmember Benassini Assignments: Arts and Culture Commission, Park and Recreation Commission, Redevelopment Agency Vice-Chair, and Tom Bates Regional Sports Field JPA Alternate.

E. Councilmember Cheng Assignments: Association of Bay Area Governments (ABAG) General Assembly Delegate, Commission/Committee Rules Subcommittee, Financial Advisory Board, Human Relations Commission, League of California Cities East Bay Division Alternate, Redevelopment Agency Chair and West Contra Costa Transportation Advisory Committee Alternate.

9. ADJOURN SPECIAL CITY COUNCIL MEETING

The next regularly scheduled City Council meeting is Tuesday, October 2, 2012 at 7:00 p.m. The meeting will take place in the City Council Chambers at City Hall, 10890 San Pablo Avenue, El Cerrito.

- 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. 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 prior to the meeting.
- In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk, (510) 215-4305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title I).
- **The Deadline for agenda items and communications** is eight days prior to the next meeting by 12 noon, City Clerk's Office, 10890 San Pablo Avenue, El Cerrito, CA. Tel: 215-4305 Fax: 215-4379, email cmorse@ci.el-cerrito.ca.us
- IF YOU CHALLENGE A DECISION OF THE CITY COUNCIL IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE COUNCIL MEETING. ACTIONS CHALLENGING CITY COUNCIL DECISIONS SHALL BE SUBJECT TO THE TIME LIMITATIONS CONTAINED IN CODE OF CIVIL PROCEDURE SECTION 1094.6.
- The City Council believes that late night meetings deter public participation, can affect the Council's decision-making ability, and can be a burden to staff. City Council Meetings shall be adjourned by 10:30 p.m., unless extended to a specific time determined by a majority of the Council.

Falls Prevention Awareness Week

September 22-28, 2012

WHEREAS, nearly 18 percent of Contra Costa County's estimated 1,049,000 people are 60 years of age or older and each year nationally, one in every three adults age 65 and older falls. Falls are the leading cause of injury and death among seniors and every 35 minutes, an older adult dies from a fall; and

WHEREAS, falls are the most common cause of nonfatal injuries and hospital admissions for trauma, causing injuries such as hip fractures and head traumas. A fall-related injury is one of the 20 most expensive medical conditions to treat; and

WHEREAS, according to a 2010 report, almost half (49.3%) of Contra Costa County's unintentional injury hospitalizations occurred among residents 65 years and older. and over three-quarters (75.9%) of these hospitalizations were due to falls; and

WHEREAS, county residents 65 years and older had the highest unintentional injury hospitalization rate (2214.7 per 100,000); more than half (53.5%) of unintentional injury hospitalizations in the county were due to falls, followed by motor vehicle traffic accidents (13.5%) and poisonings (7.5%); and

WHEREAS, falling, and the fear of falling, can lead to depression, isolation, diminished mobility, and loss of functional independence and falls are a public health problem that is largely preventable; and

WHEREAS, concentrated efforts are being made in Contra Costa County by the Fall Prevention Coalition to reduce falls and fall related injuries by using multi-faceted interventions; and

WHEREAS, National Falls Prevention Awareness Day is observed the first day of Fall (September 22, 2012), Senate Concurrent Resolution SCR 77 of May 28, 2008 declares the first week of fall each year as Fall Prevention Awareness Week in California, and the Federal Safety of Seniors Act of 2007 calls for the expansion of public health programs, educational outreach, and research activities related to fall prevention.

NOW THEREFORE, the City Council of the City of El Cerrito does hereby proclaim the week of September 22-28, 2012, as "FALL PREVENTION AWARENESS WEEK" in the City of El Cerrito and calls upon all residents and interested groups to observe the week with appropriate activities that promote awareness of fall prevention.

Dated: September 18, 2012

William C. Jones III, Mayor

EL CERRITO CITY COUNCIL

EL CERRITO PUBLIC FINANCING AUTHORITY

SUCCESSOR AGENCY TO THE FORMER EL CERRITO REDEVELOPMENT AGENCY

MINUTES

CONCURRENT CITY COUNCIL/PUBLIC FINANCING AUTHORITY/SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY MEETING

Tuesday, August 21, 2012 – 7:00 p.m.

City Council Chambers

SPECIAL CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY CLOSED SESSION

**Tuesday, August 21, 2012 – Immediately following the Concurrent City Council/Public Financing
Authority/Successor Agency Meeting
Hillside Conference Room**

Meeting Location

El Cerrito City Hall

10890 San Pablo Avenue, El Cerrito

Bill Jones – Mayor

**Mayor Pro Tem Greg Lyman
Councilmember Rebecca Benassini**

**Councilmember Ann Cheng
Councilmember Janet Abelson**

ROLL CALL

Councilmembers Abelson, Benassini, Cheng, Lyman and Mayor Jones all present.

7:00 p.m.

CONVENE CONCURRENT CITY COUNCIL/PUBLIC FINANCING AUTHORITY / SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY MEETING

Mayor Jones convened the Concurrent City Council/Public Financing Authority/Successor Agency to the Former Redevelopment Agency meeting at 7:05 p.m.

- 1. PLEDGE OF ALLEGIANCE TO THE FLAG** was led by Councilmember Benassini.

2. COUNCIL / STAFF COMMUNICATIONS

Report on local collaboration meeting with West Contra Costa Unified School District Principals of El Cerrito Schools – Councilmember Benassini

Councilmember Benassini reported that she and Assistant City Manager Pinkos had met with the local West Contra Costa Unified School District principals and discussed a variety of issues including scheduling a meeting to discuss disaster preparedness, hosting a citywide volunteer fair, and local field trip ideas such as tours of City Hall and the new Recycling Center. The principals agreed that it was a useful meeting and expressed a desire to continue to meet on an ad hoc basis. Councilmember Benassini said that Assistant City Manager Pinkos will take the lead on coordinating meetings and new topics for discussion and that she and Councilmember Benassini will keep the City Council informed.

COUNCIL COMMENTS

Mayor Pro Tem Lyman reported on his attendance at a community meeting regarding the building of a future library. Mayor Pro Tem Lyman said he is sure there will be a presentation at some point in the future and informed all that everyone is working together on a future library.

Mayor Pro Tem also reported that the Council had received a number of emails regarding a project located at McDonald Avenue and San Pablo Avenue, the old Lucky Grocery Store site, and explained that the site is in Richmond however the driveway to the loading dock, which comprises ten percent of the lot, is in El Cerrito. The project has been put on hold because the Richmond Planning Commission, as lead agency on the project, indicated that they would like to conduct more environmental review on the project. The proposed use complies with the current use permits for the El Cerrito portion of the parcel. Unfortunately the owner of the property has passed away and the family has stated that the project and environmental analysis are no longer a priority. Mayor Pro Tem Lyman concluded by stating that staff will monitor the project and will be included in any environmental review as appropriate and will keep the community informed of any new developments.

Councilmember Abelson reported on a Environmental Quality Committee sponsored lecture that took place on August 20, 2012. Dr. Gordon Frankie, an entomologist and native bee expert from UC Berkeley delivered a presentation on native bees in California. The Council Chambers was packed to capacity. Most of those in attendance were from El Cerrito.

Mayor Jones announced that the City received its LEED certification for City Hall. The beautiful award plaque will be displayed in the lobby.

CITY STAFF COMMENTS

Mary Dodge, Administrative Services Director, announced that the City received, for the 8th consecutive year, an award from the Government Finance Officers Association; the Certificate of Achievement for Excellence in Finance Reporting for the June 30, 2011 financial statements.

Karen Pinkos, Assistant City Manager, stated that she is proud to report that the Recycling Center has received several accolades. The San Francisco Chronicle has given the Center rave reviews. The Recycling Center has also been featured in architectural and sustainability articles. Ms. Pinkos stated that the city is very proud of the Recycling Center and is looking forward to a LEED Platinum certification.

3. ORAL COMMUNICATIONS FROM THE PUBLIC

Al Miller, El Cerrito, spoke in support of building a new library and reported on community involvement and meetings held by the New Library Campaign Committee. Mr. Miller encouraged all to take part in the City's Strategic Plan Open House and other meetings.

4. PRESENTATIONS

The presentation agenda was re-ordered at the request of Mayor Jones to reverse the order of the presentation as published.

A. El Cerrito Wall of Fame Ceremony

Adopt two separate resolutions recognizing the leadership, contributions and achievements of community members Jane Bartke and Amy Shinsako and inducting both individuals into the El Cerrito Wall of Fame.

Mayor Jones welcomed the inductees and all present. Mayor Jones stated that one of the criteria for the Wall of Fame is that an individual spend a great number of years dedicated to service in the community.

COUNCIL WALL OF FAME SUBCOMMITTEE COMMENTS

Mayor Pro Tem Lyman described the evaluation criteria for Wall of Fame nominees.

Councilmember Abelson stated that the awards represent a very long period time in which someone has performed community service. The award also represents leadership in the community. Councilmember Abelson noted that volunteerism is not dying and is very much alive and well. The award is a small way of saying thank you.

JANE BARTKE PRESENTATION

Marie Pike, Sponsor of Jane Bartke, said the Sundar Shadi holiday display has been a twelve year commitment of Ms. Bartke and described Ms. Bartke's dedicated efforts in working with volunteers to secure, restore and store the Shadi folk art for the display. Jane knows everyone and everyone knows Jane.

Jane Bartke thanked Ms Pike, Ms. Mewha, the Soroptomists, her husband Rich and her family and friends. Ms. Bartke said she believes that it is important to support where you live and maintain it or make it better. Ms. Bartke explained that the holiday display is a part of El Cerrito and explained that it was going to be auctioned off piece by piece and she couldn't see this happen. Community means working together and building things to try to make life better for everyone. It is important to care about others and make a difference in the lives of everyone. People should do what they can to support their city, county, schools, state and nation. Ms. Bartke concluded by quoting Ralph Waldo Emerson, "Make the most of yourself for that is all there is to you."

AMY SHINSAKO PRESENTATION

Alva Tamura and Barbara McIntire described the special attributes and qualities of Ms. Shinsako's leadership and dedication to children. Ms. Shinsako will move mountains to get what children need and inspires all the other teachers.

The Board of Sakura Kai thanked the City Council for inducting Ms. Shinsako into the Wall of Fame and noted her thirty year involvement with the organization.

Amy Shinsako thanked the City Council, Alva Tamura and her friends and said that she was both honored and humbled by the presentation. Ms. Shinsako said Ms. Bartke was somewhat

responsible for her being present today due to Ms. Bartke's relentless encouragement for Ms. Shinsako to resume her teaching career. Ms. Shinsako said in accepting the award, that she is doing it in the spirit of recognizing all who volunteer and make a difference in the lives of community members. The accomplishments listed in the proclamation reflect the work that everyone has done together. Ms. Shinsako said that even though she has retired she will continue to find ways to work with children. Ms. Shinsako also thanked her husband Glen for his support and for his contributions to the projects that she takes on.

Action: Moved, seconded (Abelson/Benassini) and carried unanimously to adopt Resolution Nos. 2012-56 and 2012-57 inducting Jane Bartke and Amy Shinsako into the El Cerrito Wall of Fame.

B. Proclamation in Recognition of Ellen MacDonald Paasch

Approve and present a proclamation commending and recognizing the many contributions made by Ellen MacDonald-Paasch to the residents of El Cerrito and the importance of her role in helping older adults maximize their quality of life.

Christopher Jones, Recreation Director, expressed the City's appreciation for the 33 years of service Ms. Paasch provided to the City and for her dedication and commitment to the senior community.

Councilmember Abelson, expressed her appreciation for Ms. Mac Donald Paasch and noted that working with her as the Council Liaison to the Committee on Aging, has been a rewarding experience. Councilmember Abelson also noted her contributions in transit.

Mayor Pro Tem Lyman expressed his appreciation for Ms. MacDonald Paasch and noted that she has served with passion and dedication and has done an excellent job with the resources that have been provided. She has done so much with so little.

Councilmembers Cheng and Benassini also thanked Ms. Paasch for her years of service.

Ellen Mac Donald Paasch, Adult Programs Supervisor, expressed appreciation for the leadership of the City Manager, Director Chris Jones and former Director Monica Kortz. Ms. MacDonald Paasch also expressed appreciation for the opportunity to serve the residents of the City of El Cerrito.

Action: Moved, seconded (Lyman/Abelson) and carried unanimously to approve and present a proclamation commending and recognizing the many contributions made by Ellen MacDonald-Paasch.

5. ADOPTION OF THE CONSENT CALENDAR – Item Nos. 5A through 5H

Moved, seconded (Benassini/Cheng) and carried unanimously to adopt Consent Calendar Item Nos. 5A through 5H in one motion as indicated below.

JOINT CITY COUNCIL/PUBLIC FINANCING AUTHORITY/SUCCESSOR AGENCY ITEM

A. Minutes for Approval

Approve the: 1) July 17, 2012 Special City Council Closed Session, Concurrent City Council/Public Financing Authority/City Council acting as the Successor Agency to the Former Redevelopment Agency, and Special City Council acting as the Successor Agency to the Former Redevelopment Agency Closed Session meeting minutes; and 2) August 13, 2012 Special City Council meeting minutes.

Action: Approved minutes.

JOINT CITY COUNCIL/PUBLIC FINANCING AUTHORITY ITEMS

B. Recycling Center Refinancing – Change from a Lease to a Bond Structure

Adopt a City Council resolution and a Public Financing Authority resolution authorizing the City Manager/Executive Director to enter into required agreements with JP Morgan Chase Bank (Chase) for refinancing of the Recycling Center \$3,500,000 Lease–Purchase Financing as a Revenue Bond.

Action: Adopted City Council Resolution No. 2012–58 and Public Financing Authority Resolution 2012–03.

CITY COUNCIL ITEMS

C. Various Traffic and Parking Revisions

Adopt resolutions authorizing the Public Works Director/City Engineer to: 1) Install stop signs on a) Scott Street at Schmidt Lane and b) Humboldt Avenue and Key Boulevard; and 2) Install 18 feet of green curb marking on the south side of Stockton Avenue in front of the El Cerrito Public Library, located at 6500 Stockton Avenue.

Action: Adopted Resolution Nos. 2012–59 and 2012–60.

D. Amend the 2012-13 Capital Improvement Program to Fund Neighborhood Traffic Programs

Adopt a resolution amending the 2012–13 Capital Improvement Program to: 1) Combine the “Traffic Safety Improvement Program” and the “Neighborhood Traffic Management Program (NTMP)” projects into a new project entitled “Traffic Safety and Management Program;” and 2) Transfer \$100,000 of Measure A Street Improvement Funding from the Street Improvement Project to the Traffic Safety and Management Program.

Action: Adopted Resolution No. 2012–61.

E. Co-Sponsorship Application for Friends of the El Cerrito Library

Adopt a resolution authorizing the City Manager to grant co-sponsorship status to the Friends of the El Cerrito Library for use of City facilities.

Action: Adopted Resolution No. 2012–62.

F. Meyers Nave Contract Amendment

Adopt a resolution authorizing the City Manager to execute an amended and restated agreement with Meyers, Nave, Riback, Silver and Wilson LLP for City Attorney services and appointing Jennifer Faught as Assistant City Attorney.

Action: Adopted Resolution No. 2012–63.

G. Paying and Reporting the Value of Employer Paid Member Contributions for Management Employees

Adopt a resolution amending the paying and reporting of the value of employer paid member contributions for management employees.

Action: Adopted Resolution No. 2012–64.

H. Change in September 18, 2012 City Council Meeting Start Time

Approve a recommendation rescheduling the start time for the September 18, 2012 City Council meeting from 7:00 p.m. to 7:30 p.m. to accommodate the observance of the Jewish holiday Rosh Hashanah.

Action: Approved recommendation.

6. PUBLIC HEARINGS

Fees for Expanded Recycling Services at the Recycling and Environmental Resource Center

Conduct a public hearing and upon conclusion consider adoption of a resolution amending Miscellaneous Services Fees within the Master Fee Schedule to add fees relating to: 1) Drop-off collection and recycling of compact fluorescent bulbs (CFLs) and fluorescent tubes for patrons who currently do not pay for local Household Hazardous Waste programs; and 2) Rental of solid waste – recycling, compost and garbage – event stands and bags.

Presenter: Garth Schultz, Environmental Analyst.

Mayor Jones opened the public hearing. No speakers.

Moved, seconded (Lyman/Benassini) and carried unanimously to close the public hearing.

Action: Moved, seconded (Abelson/Cheng) and carried unanimously to adopt Resolution No. 2012–65.

7. POLICY MATTERS

CITY COUNCIL ITEMS

A. Two Years Public Employee Retirement System Service Credit

Staff requests that the City Council take the following three actions: 1) Adopt a resolution designating a window period from August 22, 2012 through November 27, 2012 within which miscellaneous and public safety employees may receive two-years of service credit if they retire during the designated window period; 2) Authorize the Mayor to certify compliance with Government Code Section 20903; and 3) Direct the City Clerk to certify the Council's action and compliance with Government Code Section 7507.

Presenter: Mary Dodge, Administrative Services Director and Sukari Beshears, Employee Services Manager.

Speakers: John Couger-Hansen, El Cerrito, stated that while working for another East Bay city four times the size of El Cerrito, he retired under the California Public Employees Retirement System (Cal PERS) system and was later re-hired by the same City for two days a week to run his old department. The City did not have to pay into PERS, provide medical benefits or anything else. This worked out well for the City and for Mr. Couger-Hansen.

Denise Sangster, El Cerrito, stated that she is concerned that the City is about to make a serious financial mistake and stated her opposition to offering a two-year service credit. Many El Cerrito residents are having a difficult time financially. Ms. Sangster said she believes that the City owes its public safety employees a reasonable retirement with medical benefits. Ms. Sangster asked whether it is appropriate to offer a two year service credit for the seventh time since 1972. The two-year service credit needs to be reviewed by the Financial Advisory Board (FAB) to evaluate the full cost of the proposal as well as costs for any potential retiree, evaluate the City's reorganization plan to see what cost savings will be generated from the early retirement plan, and verify that costs savings were realized as forecasted in 2004 and 2009 before the City Council makes its determination on the appropriateness of adopting this early retirement incentive.

Elvira Orly, El Cerrito, spoke in opposition to the two-year service credit. Ms. Orly stated that she is concerned that the proposed savings are not really there and asked that the proposal be studied further.

Ken Berndt, El Cerrito, asked that the City Council hold the item over for an additional month for further study.

Action: Moved, seconded (Abelson/Cheng; Ayes – Councilmembers Abelson, Cheng and Jones; Noes – Benassini; Abstain – Mayor Pro Tem Lyman) and carried to adopt Resolution No. 2012-66.

B. November 6, 2012 Municipal Election – Consideration of Facts with Option to Appoint Council Members In Lieu of Election

Staff requests that the City Council review the Certification of Facts and consider taking action to either: 1) Adopt a resolution appointing nominees Jan Bridges, Mark Friedman and Greg Lyman to elected offices effective the first City Council meeting in December 2012; or 2) Elect to hold the November 6, 2012 General Municipal Election.

Presenter: Cheryl Morse, City Clerk.

Mayor Pro Tem Lyman recused himself from voting on the matter given his status as a candidate who has qualified for the ballot. Mayor Pro Tem Lyman removed himself from the dais and exited the room.

Action: Councilmember Benassini moved to appoint Jan Bridges, Mark Friedman and Greg Lyman to the office of City Council in lieu of an election. The motion died for lack of a second.

It was the consensus of the City Council (Councilmember Lyman absent) that the November 6, 2012 election should proceed as planned to increase transparency, promote interaction between residents and the candidates and provide an opportunity for residents to exercise their right to vote in the election.

JOINT CITY COUNCIL/PUBLIC FINANCING AUTHORITY ITEM

C. Measure A (Swim Center) Lease Revenue Bond Refinancing

Adopt a City Council resolution and a Public Financing Authority resolution which authorize the City Manager/Executive Director to enter into the required agreements with JP Morgan Chase

Bank for refinancing of the Measure A (Swim Center) Lease Revenue Bonds.

Presenter: Mary Dodge, Administrative Services Director.

Action: Moved, seconded (Lyman/Abelson) and carried unanimously to adopt City Council Resolution No. 2012-67.

Moved, seconded (Lyman/Abelson) and carried unanimously to adopt Public Financing Authority Resolution 2012-04.

CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY ITEM

D. Review and Authorization to Submit Draft Recognized Obligations Payment Schedule III (January through June 2013)

Adopt a Successor Agency resolution reviewing and authorizing submittal of the draft Recognized Obligations Payment Schedule III covering the period January through June 2013.

Lori Treviño, Economic Development Manager.

Action: Moved, seconded (Lyman/Abelson) and carried unanimously to adopt Successor Agency Resolution No. 2012-04-SA.

8. COUNCIL ASSIGNMENTS/LIAISON REPORTS

Council Assignments and Liaison Reports were held over to the meeting of September 18, 2012.

SUPPLEMENTAL REPORTS AND COMMUNICATIONS

Item No. 7A Two Years Public Employee Retirement System Service Credit

Powerpoint presentation – *Submitted by Mary Dodge, Administrative Services Director.*

Moved, seconded (Abelson/Benassini) and carried unanimously to extend the City Council meeting to 10:50 p.m.

Moved, seconded (Abelson/Benassini) and carried unanimously to extend the City County meeting to 11:00 p.m.

Moved, seconded (Lyman/Abelson) and carried unanimously to extend the City Council meeting to 11:15 p.m.

9. ADJOURNED CONCURRENT CITY COUNCIL/PUBLIC FINANCING AUTHORITY / SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY MEETING at 11:17 p.m.

The next regularly scheduled City Council meeting is scheduled on Tuesday, September 18, 2012 at 7:30 p.m.

ROLL CALL

Councilmembers Abelson, Benassini, Cheng, Lyman and Mayor Jones all present.

10. CONVENE SPECIAL CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY MEETING

Chair Jones convened the Special Successor Agency meeting at 11:18 p.m.

ANNOUNCEMENT OF CLOSED SESSION

Conference with Legal Counsel – Existing Litigation (*Pursuant to Government Code Section 54956.9*): City of El Cerrito, et al. v. Robert R. Campbell, et al., Case No. 34-2012-80001200, Sacramento Superior Court.

ORAL COMMUNICATIONS FROM THE PUBLIC – No comments.

RECESSED INTO CLOSED SESSION at 11:18 p.m.

POSSIBLE REPORT OUT OF CLOSED SESSION

ADJOURNED SPECIAL CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY MEETING at 11:35 p.m.

EL CERRITO CITY COUNCIL

MINUTES

SPECIAL CITY COUNCIL MEETING
Tuesday, September 11, 2012 – 6:30 p.m.
Hillside Conference Room

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

Bill Jones – Mayor

Mayor Pro Tem Greg Lyman
Councilmember Rebecca Benassini

Councilmember Ann Cheng
Councilmember Janet Abelson

6:30 p.m. ROLL CALL

Councilmembers Abelson, Benassini, Cheng, Lyman and Mayor Jones all present.

CONVENE SPECIAL CITY COUNCIL MEETING

Mayor Jones convened the Special City Council meeting at 6:30 p.m.

ORAL COMMUNICATIONS FROM THE PUBLIC – No speakers.

COMMISSION INTERVIEWS, STATUS AND APPOINTMENTS

Conduct interviews of candidates for city boards and commissions. Interviews may result in an announcement of appointment at the meeting. The City Council may also discuss and determine the scheduling and structure of future interviews.

Action: Interviews conducted. The City Council announced the following appointments:

Arts and Culture Commission	Cristin Sethi to a term ending on January 1, 2013.
Economic Development Board	Vikram Bajaj to a term ending on January 1, 2016.
Planning Commission	Ken Hirano to a term ending January 1, 2014.
	Andrea Lucas to a term ending January 1, 2015.
Tree Committee	Ralph Boniello to a term ending January 1, 2016.
	Sheauchi Cheng to a term ending January 1, 2016.
	Janet Hittle to a term ending January 1, 2016.
	Steve Price to a term ending January 1, 2016.
	Michael Srago to a term ending January 1, 2016.

ADJOURNED SPECIAL CITY COUNCIL MEETING at 8:40 p.m.

CITY OF EL CERRITO PROCLAMATION

October is Domestic Violence Awareness Month

WHEREAS, violence against women and children continues to become more prevalent as a social problem due to the imbalance of power in gender and age; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people but cross all economic, racial, affectional preference and societal barriers and are supported by societal indifference; and

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security and humanity due to the systematic use of physical, emotional, sexual, psychological and economic control and/or abuse; and

WHEREAS, the impact of domestic violence is wide-ranging, directly affecting men, women, and children, and society as a whole; and

WHEREAS, it is battered women themselves who have been in the forefront of efforts to bring peace and equality to the home; and

WHEREAS, all residents of Contra Costa County should feel safe in their homes, their schools, and their communities; and

WHEREAS, STAND! for Families Free of Violence provides domestic violence services to families and individuals in Contra Costa County, serving over 10,000 clients annually; and

WHEREAS, STAND! for Families Free of Violence is a multi-service agency, providing: 24 hour crisis line, emergency and transitional shelter, legal advocacy, children and teen programs, counseling, support groups, employment training, batterer's treatment programs, and educational prevention programs; and

WHEREAS, STAND! for Families Free of Violence works to raise awareness through education, so individuals will become advocates, and take action to end violence in their communities.

NOW THEREFORE, the City Council of the City of El Cerrito does hereby proclaim October 2012 as Domestic Violence Awareness Month in the City of El Cerrito, and urges all residents to actively participate in efforts to end violence in our homes, in our schools, and in our communities.

Dated: September 18, 2012

William C Jones III, Mayor



AGENDA BILL

Agenda Item No. 5(C)

Date: September 18, 2012
To: El Cerrito City Council
From: Yvetteh Ortiz, Engineering Manager
Jerry Bradshaw, Public Works Director / City Engineer
Subject: Execute Agreement and Accept Grant Deed from BART for Public Right-of-Way Easement adjacent to and near the Del Norte BART Station on Hill Street, Liberty Street, Key Boulevard, Cutting Boulevard, Knott Avenue and Kearney Street

ACTION REQUESTED

Adopt a resolution authorizing the City Manager to execute an agreement between the San Francisco Bay Area Rapid Transit District (BART) and the City of El Cerrito in connection with the sidewalk and tree improvements at the Del Norte BART Station (Exhibit A to the Resolution); and accepting the Grant Deed, referenced therein, for a public right-of-way easement adjacent to and near the Del Norte BART Station on Hill Street, Liberty Street, Key Boulevard, Cutting Boulevard, Knott Avenue and Kearney Street, and authorizing the City Manager to execute the Grant Deed after its approval by BART.

BACKGROUND

1965 Agreement

In June 1965, the City Council adopted Resolution No. 2889 authorizing the execution of an agreement (1965 Agreement) to allow BART to widen and improve several City streets as part of the construction of the El Cerrito Plaza and Del Norte BART stations. The 1965 Agreement specified that, upon completion of the street improvements, the City would accept the improvements, BART would transfer any necessary grant deeds for public right-of-way covering these areas, and the City would become responsible for maintenance. Although the improvements were completed, there is no formal documentation that the City accepted them and BART did not provide a grant deed for the public right-of-way. As such, the City has not been legally obligated to maintain these areas, which generally include the sidewalks around both BART stations.

On-going Maintenance

Maintenance efforts for the sidewalks and street trees around both BART stations have been steadily increasing over the years. The tree roots located within the sidewalk areas have buckled the sidewalk, curb, gutter and street surface in many areas. In addition, several arborists have indicated that many of the trees are at, or near, the end of their

safe and healthy lives. This is evidenced by an increase in limb falls causing damage to cars and potentially pedestrians.

In terms of the Del Norte BART Station, the sidewalks and street trees adjacent to the station on Hill Street, Liberty Street, Key Boulevard, Cutting Boulevard and Knott Avenue are on BART property and are currently the responsibility of BART to maintain. Over a number of years, BART has performed many temporary fixes including the repair of sections of buckled concrete sidewalks with asphalt concrete and removal of dead and hazardous trees. City crews have also gotten involved with miscellaneous maintenance activities including emergency removal of broken and fallen tree limbs and temporary sealing of sidewalk cracks.

ANALYSIS

The 1965 Agreement intended to transfer the public right-of-way for the improved sidewalks and some widened street areas on several streets surrounding both BART stations back to the City. However, due to the time elapsed and significant deterioration of the improvements since then, the City and BART have previously discussed comprehensive improvements to provide safe and accessible pedestrian paths around both BART stations before the City would accept the sidewalk areas as public right-of-way. A few years ago, BART was successful in securing grant funds from the Federal Transit Administration for pedestrian accessibility and wayfinding improvements in and around the Del Norte BART Station. Therefore, in 2011, BART completed various improvements adjacent to the station on Hill Street, Liberty Street, Key Boulevard, Cutting Boulevard and Knott Avenue, as well as within the station area. Within the sidewalk areas, these improvements consisted of replacing approximately 36 dead or dying trees, repairing the irrigation system serving the trees, and replacing sections of sidewalk, curb and gutter.

Both BART and the City now wish to ensure maintenance of the 1965 improvements and 2011 improvements by coordinating the City acceptance of the improvements and the transfer of the deed for public right-of-way. By executing the agreement and accepting the grant deed, the City is accepting responsibility for maintenance of the sidewalks and street trees in this area, as well as a small section of Kearney Street just north of Wall Avenue, which the City has already been maintaining. While agreeing to take on the maintenance, responsibility for the sidewalk and trees will slightly increase the City's maintenance costs a few years down the line, the benefit of controlling the safety, accessibility and appearance of the public right-of-way is considered to outweigh the increased costs.

A separate agreement and grant deed is planned for the remaining areas covered by the 1965 Agreement at the El Cerrito Plaza Station.

FINANCIAL CONSIDERATIONS

Sidewalks typically require no routine maintenance and, therefore, no increased costs for maintenance are anticipated given that the damaged sections were replaced in 2011. Approximately 36 street trees will become the responsibility of the City. Maintenance

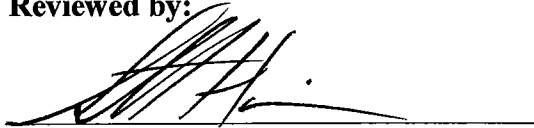
Agenda Item No. 5(C)

costs for the first two years will be funded by the project. After that the maintenance cost per tree is estimated to be approximately \$30 per year. In all, the annual maintenance costs for accepting the grant deed is estimated to be \$1,080 per year for tree maintenance, but would be offset by a reduction in effort to respond to urgent situations associated with heaved sidewalks and fallen tree branches.

LEGAL CONSIDERATIONS

The City Attorney has reviewed and commented on the draft versions of the agreement and grant deed. The final versions will be substantially in the form attached and subject to the review of the City Attorney.

Reviewed by:

A handwritten signature in black ink, appearing to read 'S. Hanin', is written over a horizontal line.

Scott Hanin, City Manager

Attachment:

1. Accompanying Resolution
2. Draft Agreement – Exhibit A to the Resolution

RESOLUTION 2012-XX

RESOLUTION OF THE EL CERRITO CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT (BART) AND THE CITY OF EL CERRITO IN CONNECTION WITH THE SIDEWALK AND TREE IMPROVEMENTS AT THE DEL NORTE BART STATION; AND ACCEPTING A GRANT DEED FOR A PUBLIC RIGHT-OF-WAY EASEMENT ADJACENT TO AND NEAR THE DEL NORTE BART STATION ON HILL STREET, LIBERTY STREET, KEY BOULEVARD, CUTTING BOULEVARD, KNOTT AVENUE AND KEARNEY STREET, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT DEED AFTER ITS APPROVAL BY BART

WHEREAS, in June 1965, the City Council adopted Resolution No. 2889 authorizing the execution of an agreement (1965 Agreement) allowing BART to complete street improvements related to the construction of the Del Norte BART Station and calling for the City to accept the improvements and become responsible for maintenance of the improvements after BART completed the improvements and transferred any necessary grant deeds for public right-of-way; and

WHEREAS, BART completed the improvements, but there is no formal documentation that the City accepted them and BART did not provide a grant deed for the public right-of-way; and

WHEREAS, maintenance efforts by both the City and BART for the sidewalks and street trees around the Del Norte BART Station have been steadily increasing over the years as both have significantly deteriorated; and

WHEREAS, due to the time elapsed and significant deterioration of the 1965 improvements, the City and BART have previously discussed comprehensive improvements to provide safe and accessible pedestrian paths around both BART stations before the City would accept the sidewalk areas as public right-of-way; and

WHEREAS, BART was successful in securing grant funds for pedestrian accessibility and wayfinding improvements in and around the Del Norte BART Station; and

WHEREAS, in 2011, BART completed various improvements in the sidewalk areas adjacent to the station on Hill Street, Liberty Street, Key Boulevard, Cutting Boulevard and Knott Avenue.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito authorizes the City Manager to execute an agreement between the San Francisco Bay Area Rapid Transit District (BART) and the City of El Cerrito in connection with the sidewalk and tree improvements at the Del Norte BART Station, attached hereto as Exhibit A and incorporated herein; and accepts the Grant Deed referenced therein for a public right-of-way easement adjacent to and near the Del Norte BART Station on Hill Street, Liberty Street, Key Boulevard, Cutting Boulevard, Knott Avenue and Kearney Street, and authorizes the City Manager to execute the Grant Deed after its approval by BART.

BE IT FURTHER RESOLVED, that the Grant Deed and this Resolution shall be recorded with the County Recorder of Contra Costa County.

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

I CERTIFY that at a regular meeting on September 18, 2012 the City Council of the City of El Cerrito 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 September __, 2012.

Cheryl Morse, City Clerk

APPROVED:

William C. Jones III, Mayor

**AGREEMENT BETWEEN
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
AND THE CITY OF EL CERRITO
IN CONNECTION WITH SIDEWALK AND TREE IMPROVEMENTS
AT THE EL CERRITO DEL NORTE BART STATION**

By this Agreement dated this ____ day of _____, 2012, (the "Effective Date") the SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, a rapid transit district ("BART") and the CITY OF EL CERRITO, a municipal corporation of the State of California ("City"), (collectively, the "Parties"), recite and agree as follows:

RECITALS

1. The El Cerrito del Norte BART Station, including the underlying real property located at 6400 Cutting Boulevard, El Cerrito, California 94530, is owned and operated by BART.

2. The El Cerrito del Norte BART Station is wholly within the City of El Cerrito, and is accessed by automobiles, transit vehicles, bicycles, and pedestrians.

3. Pursuant to an Agreement between the Parties dated December 6, 1965 (the "1965 Agreement"), a copy of which is attached hereto as Exhibit A, the Parties agreed to the widening, modification, relocation and abandonment of City's streets, the relocation or reconstruction of City-owned utility and sewer facilities, the use of certain City streets for BART purposes, certain landscaping along the referenced streets, and the maintenance thereof and other relevant matters ("1965 Improvements").

4. Pursuant to the 1965 Agreement, the Parties also agreed that, upon completion of the 1965 Improvements, the City would accept them, BART would transfer any necessary deeds, and the City would become responsible for maintenance.

5. The 1965 Improvements are complete, but because the City has yet to accept them and BART has not transferred deeds, the City is not yet obligated to maintain the 1965 Improvements.

6. The Parties now wish to ensure maintenance of the 1965 Improvements by coordinating City's acceptance and BART's transfer of deeds.

7. BART and the City also wish to repair the 1965 Improvements to provide safe and accessible pedestrian paths around the El Cerrito del Norte BART Station.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. BART AGREEMENTS

A. New Improvements. BART shall make certain improvements to the sidewalk areas adjacent to the El Cerrito del Norte BART Station and within the areas originally improved for construction of the station, as shown on attached Exhibit B.

1. BART agrees to do the following: (i) replace existing dead or dying trees within the existing sidewalk areas; and (ii) repair and/or replace certain sections of sidewalk, curb and gutter as generally shown on the attached drawing marked as Exhibit C and as fully specified in the construction contract plans attached as Exhibit D (the "New Improvements").

2. BART shall manage the construction of the New Improvements.

B. Permits. BART agrees to obtain any necessary permits from the City to complete the construction of the New Improvements, as fully specified in the construction contract plans attached as Exhibit D. The City shall issue the permits at no cost to BART.

C. Irrigation. BART agrees to provide irrigation to the newly planted trees for a period of two (2) years after City acceptance to allow the trees adequate time to become established.

D. Notification. BART agrees to notify the City when the New Improvements have been completed pursuant to this Agreement so that the City can conduct a final inspection prior to acceptance of the New Improvements, as set forth more fully in Section II B, below.

E. Delivery of Deed. Within thirty (30) calendar days of the City's acceptance of the New Improvements, BART agrees to deliver a deed conveying right of way for the 1965 Improvements and the New Improvements, as provided in the Grant Deed attached hereto as Exhibit E, and as shown on the maps attached as Exhibit F.

II. CITY AGREEMENTS

A. Permits. The City agrees to issue any and all permits required to complete the New Improvements at no cost to BART.

B. Acceptance of New Improvements. Upon completion of the New Improvements, the City agrees to conduct a final inspection of the New Improvements and shall accept the 1965 Improvements and the New Improvements as long as the work has been performed in accordance with the City's construction standards and the 1965 Agreement and this Agreement, as reflected in Exhibits C and D.

C. Maintenance Responsibility. Except for irrigation provided by BART pursuant to Section I.C. of this Agreement, upon acceptance of the 1965 Improvements and the New Improvements and conveyance of right of way pursuant to Exhibit E, the City agrees to accept responsibility for the maintenance of and liability associated with the 1965 Improvements and the New Improvements.

III. MUTUAL AGREEMENTS

A. The Parties agree to work cooperatively to ensure the successful implementation and completion of the New Improvements, including the establishment of the new trees.

B. The Parties shall work cooperatively to ensure that pedestrians, bicyclists and motorists have clearly marked and unobstructed pathways to the El Cerrito del Norte BART Station and the neighboring streets, businesses and residences during the time of construction of the New Improvements.

IV. INDEMNITY.

A. BART shall indemnify, defend and hold City, its officers, agents, employees and volunteers harmless against any liability to the extent caused by the negligent or intentional acts, errors or omissions of BART, its agents, employees, or representatives, in connection with BART's performance of this Agreement.

B. City shall indemnify, defend and hold BART, its officers, agents, employees and volunteers harmless against any liability to the extent caused by the negligent or intentional acts, errors or omissions of City, its agents, employees, or representatives, in connection with City's performance of this Agreement.

V. RESOLUTION OF DISPUTES

A. First Level. At least one individual from each of the Parties will meet, in person, and attempt to resolve the dispute. If a third party is involved in the dispute, the Parties will make diligent good faith efforts to include that third party in the dispute resolution process set forth in this Section V. For the City, the first level person shall be the Public Works Director/City Engineer. For BART, the first level person shall be the BART Senior Property Manager.

B. Second Level. Each Party will designate individuals to whom matters not resolved at the first level shall be referred. For the City, the second level person shall be the [XXXXXXXXX]. For BART, the second level person shall be the Manager of Real Estate and Property Development.

- C. **Urgent and Non-Urgent Matters.** For any matter designated by the initiating party as "urgent," the other party shall make its first response within twenty-four (24) hours, or within such other period as the first level persons may agree. Unless a matter is designated "urgent" by the initiating party, the other party shall respond within five (5) working days, or within such other period as the first level persons may agree.
- D. **Mediation.** If the meeting(s) at the second level do not resolve the dispute, the Parties agree to mediate the matter with a mutually selected mediator, with the mediator's fees to be split equally between or among the Parties to the dispute (unless the mediator finds one or more Parties acted in bad faith and otherwise allocates the fees among the Parties).
- E. **Remedies Under Law.** If neither the meetings nor the mediation results in a resolution to the dispute, the Parties will have the right to exercise any of its remedies available under law.

VI. NOTICES. All notices provided under this Agreement will be in writing and served personally or by mail as follows:

BART: Jeffrey P. Ordway, Manager
Real Estate & Property Development
300 Lakeside Drive, 16th Floor
P. O. Box 12688
Oakland CA 94604-2688
(510) 464-6114
jordway@bart.gov

CITY: Jerry Bradshaw
Public Works Director/City Engineer
10890 San Pablo Avenue
El Cerrito, CA 94530
(510) 215-4345
jbradshaw@ci.el-cerrito.ca.us

VII. AMENDMENTS. This Agreement may be amended at any time by written approval of both the Parties.

Signatures on Next Page

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and attested by their respective officers, duly authorized so to act, as of the Effective Date set forth in the first paragraph of this Agreement.

**San Francisco Bay Area
Rapid Transit District**

City of El Cerrito

Jeffrey P. Ordway, Manager, Real
Estate and Property Development

Scott Hanin, City Manager

Approved as to Form:

Approved as to Form:

Patricia McCoy Smith, Attorney

Sky Woodruff, City Attorney

1 BY THIS AGREEMENT, dated this 6th day of December,
2 1965, SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, a rapid
3 transit district (hereinafter called "District"), and the CITY
4 OF EL CERRITO, a body politic and a municipal corporation of the
5 State of California (hereinafter called "City"), recite and agree
6 as follows:

7 RECITALS:

8 WHEREAS, pursuant to its Resolution No. 352 as amended by
9 Resolution No. 370, District has authorized the preparation of
10 final design of a portion of its Berkeley-Richmond line in the City
11 of El Cerrito between the north city limits of the City of Albany
12 and the south city limits of the City of Richmond along a route and
13 in a manner generally described as follows:

14 A line and grade beginning at Cerrito Creek on aerial structure
15 and continuing northward along the west side of the AT&SF
16 Railway right of way to Cutting Boulevard Station, thence
17 on a long radius curve to the left terminating at the
18 centerline of U. S. Highway No. 40 south of the centerline
19 of existing AT&SF Railway underpass; and

20 WHEREAS, the Fairmount Avenue Station parking area will occupy
21 the following:

- 22 1. The block bounded by Fairmount Avenue, Liberty Street,
23 Central Avenue and Oak Street.
24 2. The block bounded by Fairmount Avenue, Oak Street, Central
25 Avenue and Richmond Street.
26 3. The block bounded by Central Avenue, Richmond Street,

Exhibit A

1 Willow Street and the AT&SF Railway right of way; and

2 WHEREAS, the Cutting Boulevard Station parking area will occupy
3 the entire city blocks described as follows:

4 1. The block bounded by Kearney Street, Hill Street,
5 San Pablo Avenue and Cutting Boulevard,

6 2. The block bounded by Kearney Street, Hill Street,
7 Lexington Avenue and Cutting Boulevard.

8 3. The block bounded by Lexington Avenue, Cutting Boulevard,
9 Key Boulevard, Liberty Avenue and Hill Street.

10 4. The block bounded by Knott Boulevard, Lexington Avenue,
11 Cutting Boulevard and the AT&SF Railway right of way.

12 5. The block bounded by Lexington Avenue, Knott Boulevard,
13 Key Boulevard and Cutting Boulevard; and

14 WHEREAS, it is in the best interests of the parties to this agree-
15 ment to agree concerning the matter of widening, modification,
16 relocation and abandonment of City's streets, the relocation or
17 reconstruction of City-owned utility and sewer facilities, the use
18 of certain City streets for District purposes, the landscaping along
19 the above-described route, and the maintenance thereof and other
20 relevant matters,

21 AGREEMENTS

22 1. Widening and modification of City streets.

23 1.01 A general location plan entitled "Exhibit Drawings, City
24 of El Cerrito, Berkeley Richmond Line, Exhibit "A" indicating City's
25 streets and other facilities, District's stations and other facilities
26 and other relevant features within the scope of this agreement is

1 attached hereto and by this reference made a part hereof. The details
2 of construction and modification of such streets shall be shown on the
3 drawings attached to the construction contract or contracts therefor.
4 All specifications and construction drawings prepared by District shall
5 be subject to the review and approval of City as to those facilities
6 owned by City or which will be conveyed to or maintained by City pur-
7 suant to the terms and conditions hereof.

8 1.02 The following streets will be widened or modified as generally
9 described herein and as more particularly delineated on Exhibit "A"
10 with the costs of such widening or modification to be apportioned in
11 accordance with the terms and conditions hereinafter setforth. Except
12 as otherwise provided herein all costs of preliminary engineering right
13 of way acquisition, utility relocations and construction engineering will
14 be paid by the party administering the construction contract; and any
15 of such costs incurred prior to the execution of this Agreement by a
16 party not administering the construction contract will be promptly
17 reimbursed upon billing therefor.

18 (a) Fairmount Avenue between Liberty Street and Richmond
19 Street shall be widened in accordance with plans and specifications
20 prepared by District and under construction contracts administered
21 by District, to provide a channelized roadway seventy-two (72) feet
22 wide between the outside curbs, and shall include the necessary entrance
23 and exit roadways to and from the parking area and a portion of the City's
24 new 48" storm drain in Fairmount Avenue; City shall maintain widened
25 Fairmount Avenue.

26 Subject to the furnishing by City to District of the necessary

1 additional rights of way therefor, on or before March 7, 1966,
2 District shall construct transition sections on Fairmount Avenue
3 westerly of Liberty Street and easterly of Richmond Street. City
4 shall maintain such transition sections as constructed.

5 The City shall furnish the aforesaid necessary additional
6 rights of way for the transitions on Fairmount Avenue and shall
7 pay as its share of the construction costs. the number of lineal
8 feet of 48" reinforced concrete pipe culvert as set forth on the
9 appropriately marked sheets in the document entitled "Tabulation
10 of Areas and Quantities" marked Exhibit "B" which is attached
11 hereto and by this reference made a part hereof. District shall
12 pay the remainder of the construction costs for the Fairmount
13 Avenue improvements.

14 (b) Central Avenue between Liberty Street and Richmond
15 Street shall be widened in accordance with plans and specifications
16 prepared by District and under a construction contract administered
17 by District to provide a channelized roadway fifty-four (54) feet
18 wide between outside curbs between Liberty Street and Oak Street
19 and 46 feet between outside curbs between Oak Street and Richmond
20 Street include necessary entrance and exit roadways to and from
21 the parking areas, City shall maintain said widened Central Avenue.

22 (c) Richmond Street between Fairmount Avenue and Willow
23 Street shall be widened in accordance with plans and specifications
24 prepared by City and under a construction contract administered
25 by City to provide a roadway forty (40) feet wide between the curbs
26 except near Fairmount Avenue where the roadway shall be forty four

1 (44) feet in width. City shall maintain said widened Richmond St.

2 District shall provide the additional rights of way re-
3 quired for such widening beyond a sixty (60) foot wide right of way.
4 and shall pay as its share of the construction costs for the num-
5 ber of square or lineal feet of traveled way, sidewalks and drive-
6 ways, and curbs and gutters and for the quantities of construction
7 items and street appurtenances as set forth in the appropriately
8 marked sheets of Exhibit "B". City shall pay the remainder of the
9 construction costs for the Richmond Street improvement.

10 (d) Stockton Avenue will be reconstructed to its exist-
11 ing width between curbs in accordance with plans and specifications
12 prepared by District and under a construction contract administered
13 by District to accommodate the change in grade of the AT&SF Railway
14 (hereinafter called "Santa Fe") at its relocated crossing of said
15 street.

16 The City shall pay as its share of the construction costs
17 for the number of square feet or lineal feet of traveled way, con-
18 form pavement, sidewalk and driveway, and curbs and gutters and
19 for the quantities of construction items and street appurtenances
20 as set forth on the appropriately marked sheets of Exhibit "B".

21 (e) Waldo Avenue will be reconstructed to its existing
22 width between curbs in accordance with plans and specifications
23 prepared by District and under a construction contract adminis-
24 tered by District to accommodate the change in grade of Santa Fe
25 at its relocated crossing of said street.

26 The City shall pay as its share of the construction costs

1 : for the number of square feet or lineal feet of traveled way, con-
2 form pavement, sidewalks and driveways, and curbs and gutters and
3 for the quantities of construction, items and street appurtenances
4 as set forth on the appropriately marked sheets of Exhibit "B".

5 (f) Hill Street between San Pablo Avenue and Liberty
6 Street shall be widened in accordance with plans and specifications
7 prepared by District and under a construction contract administered
8 by District to provide a roadway forty-six (46) feet wide between
9 curbs, together with the necessary entrance and exit roadways and
10 exits to and from the parking area. City shall maintain said wid-
11 ened Hill Street.

12 (g) Cutting Boulevard between San Pablo Avenue and Key
13 Boulevard shall be widened in accordance with plans and specifi-
14 cations prepared by District and under a construction contract
15 administered by District to provide a roadway forty-six (46) feet
16 wide between curbs, together with necessary entrance and exit
17 roadways to and from the parking area. City shall maintain said
18 widened Cutting Boulevard.

19 (h) Knott Boulevard between Kearney Street and Key
20 Boulevard shall be widened in accordance with plans and specifi-
21 cations prepared by District and under a construction contract
22 administered by District to provide a roadway forty (40) feet
23 wide between curbs as shown on Exhibit "A". City shall maintain
24 said widened Knott Boulevard.

25 (i) The channelization presently existing on State
26 Highway Route 123 (San Pablo Avenue) shall be modified to provide

1 improved traffic turning capacity and improved traffic movements
2 to and from District's parking area as indicated on Exhibit "A"
3 hereto. District shall make all necessary arrangements with the
4 Division of Highways of the Department of Public Works of the State
5 of California for the completion of said improvements.

6 (j) Liberty Street between Hill Street and Key Boule-
7 vard and Key Boulevard between Liberty Street and Knott Boulevard
8 shall be widened in accordance with plans and specifications pre-
9 pared by City and under a construction contract administered by
10 City to provide a roadway forty (40) feet wide between curbs.
11 City shall maintain said widened Liberty Street and Key Boulevard.

12 District shall provide the additional rights of way re-
13 quired for such widening on a sixty (60) foot wide right of way
14 and shall pay as its share of the construction costs for the num-
15 ber of square feet or lineal feet of traveled way conform pavement,
16 sidewalk and driveway and curbs and gutters and for the quantities
17 of construction items and street appurtenances as set forth on the
18 appropriately marked sheets of Exhibit "B".

19 (k) Kearney Street between Wall Avenue and Conlon Avenue
20 will be realigned, channelized and reconstructed in accordance with
21 plans and specifications prepared by District and under a construc-
22 tion contract administered by District as delineated on Exhibit "A".
23 City will maintain Kearney Street as reconstructed.

24 (l) San Pablo Avenue will be channelized and reconstructed
25 at District's crossing of said street in accordance with plans and
26 specifications prepared by District and under a construction contract

1 administered by District as delineated on Exhibit "A". City will
2 maintain San Pablo Avenue as reconstructed.

3 1.03 General provisions regarding payments and reimbursements.

4 Except as otherwise provided in this Agreement, all construc-
5 tion costs shall be paid by the party administering the particular
6 construction contract, without reimbursement from the other party.
7 All reimbursements will be made in accordance with the provisions
8 of specific Work Authorizations or on the basis of square footage
9 areas, lineal footages or quantities set forth in Exhibit "B",
10 which said areas footages or quantities may be equally traded be-
11 tween the contracts of the parties hereto. Any deficit balances
12 of either party hereto shall be paid by that party and the amount
13 of such payment shall be determined by multiplying the areas, foot-
14 ages or quantities in deficit by the corresponding bid items of the
15 other party's construction contract. Any reimbursement by either
16 party to the other shall be made at the time of the award of the
17 construction contract for the proposed improvement.

18 2. Street widening, closure, abandonment, modification and
19 detour procedures.

20 2.01 City shall take all necessary and incidental steps in-
21 cluding, but not limited to, resolutions and ordinances that may
22 be required for the widening, modification, abandonment or clo-
23 sure of City streets as provided herein. Except as waived by
24 City, District shall reimburse City for the cost of publication,
25 mailing notices, preparation of drawings, legal and administra-
26 tive proceedings, documents and title searches in connection with

1 such proceedings for widening, modification, abandonment or clo-
2 sure of streets.

3 2.02 Streets to be abandoned.

4 To permit their inclusion within the District's parking areas,
5 City shall at no expense to District institute and process to com-
6 pletion proceedings for the abandonment of the following City
7 streets:

8 (a) Oak Street between Fairmount Avenue and Central
9 Avenue.

10 (b) Kearney Street between Hill Street and Cutting
11 Boulevard.

12 (c) Lexington Avenue between Hill Street and Knott
13 Boulevard.

14 (d) Liberty Street Extension between Liberty Street
15 and Cutting Boulevard.

16 2.03 Temporary street closures, detours and traffic control.

17 During the construction period temporary closing of streets
18 to vehicular traffic in the areas of construction and the granting
19 of adequate detour routes over other City streets is herewith
20 agreed to by City subject to the following limitations:

21 (a) Prior to the closing of any street, the appropriate
22 City agency or agencies shall be notified by District's contrac-
23 tor or contractors. Such notices shall be filed with City at
24 least ten (10) days prior to the time such closure or closures
25 are to be made in order to allow verification by City that all
26 necessary detours and signs and other protective measures have

1 been provided by District's contractor or contractors, and in order
2 that City may approve all said measures, which approval shall not
3 be unreasonably withheld.

4 (b) District's contractor shall provide:

5 (1) Signs and traffic striping approved by City
6 for the directing of traffic through or around construction areas
7 and through detours;

8 (2) Street closure barricades and the lighting
9 thereof at night;

10 (3) Watchment, flagmen or temporary traffic con-
11 trol signal systems as may be necessary for the protection of traf-
12 fic.

13 (4) Relocation of street lighting during construc-
14 tion as may be necessary for the protection of vehicular or pedes-
15 trian traffic.

16 3. Traffic Regulations.

17 Traffic regulations shall be enacted and enforced by City in
18 order to facilitate the movement of traffic in and around District's
19 parking areas. City shall enact and enforce the following traffic
20 regulations:

21 (a) Parking shall be prohibited along Fairmount Avenue
22 (both sides) between Liberty Street and Richmond Street and on the
23 southerly side of Central Avenue between Liberty Street and Rich-
24 mond Street.

25 (b) Prior to or concurrently with the completion of the
26 reconstruction of Hill Street and Cutting Boulevard, such streets

1 shall be declared a one way couplet with Hill Street accommodating
2 east bound traffic and Cutting Boulevard accommodating west bound
3 traffic. Such one way couplet shall extend from San Pablo Avenue
4 at least to Liberty Street on Hill Street and Key Boulevard in
5 Cutting Boulevard.

6 (c) Parking shall be prohibited along the north side
7 of Hill Street between San Pablo Avenue and Liberty Street and
8 along the south side of Cutting Boulevard between San Pablo Avenue
9 and Key Boulevard.

10 4. Rearrangement and replacement of City utility and sewer
11 facilities.

12 4.01 District shall rearrange and replace, with facilities
13 of equal capacity, durability and efficiency, existing City-owned
14 utility and sewer facilities the rearrangement or replacement of
15 which is necessitated by the construction of District facilities.
16 District's obligation in this regard shall include any temporary
17 rearrangement and support or replacement that may be necessary.
18 If, for its own convenience, City elects to better its utility or
19 sewer facilities by replacement or rearrangement in a manner or
20 along a route which will be different from that required solely
21 to accommodate the construction of District facilities, City shall
22 be responsible for any increased costs resulting therefrom.

23 4.02 City shall review District plans in order to determine
24 major conflicts between City utility and sewer facilities and
25 District facilities, and District and City shall consult as neces-
26 sary to provide a solution of said conflicts satisfactory to both

1 parties.

2 4.03 Safety standards for maintenance and support of utility
3 and sewer facilities during construction shall be prepared jointly
4 by City and District. City shall determine the size of replaced
5 or rearranged utility or sewer facilities.

6 4.04 District shall receive a credit against the costs of re-
7 placement or rearrangement of City utility or sewer facilities for
8 the following:

9 (a) Betterment;

10 (b) Salvage value of facilities removed and retained by
11 City, the replacement or rearrangement cost of which is charged to
12 District.

13 4.05 District's contractor or contractors shall test all City
14 utility and sewer facilities replaced or rearranged and City shall
15 have an inspector present at such tests in order to verify the re-
16 sults thereof.

17 4.06 District shall reconstruct or extend the existing natu-
18 ral drainage channel improvements as shown on Exhibit "A" hereto,
19 required in connection with the proposed relocation of the facili-
20 ties of Santa Fe.

21 4.07 In the event any privately-owned utility facilities, or
22 publicly-owned utility facilities not under the jurisdiction of
23 City, must be relocated or rearranged to accommodate a street im-
24 provement desired by City and included in a District administered
25 construction contract at City's request but which is not necessi-
26 tated by the rapid transit construction, it is understood and .

1 agreed that such relocation or rearrangement will be accomplished
2 at no expense to District and that City will issue all necessary
3 notices to relocate or remove and pay all costs connected there-
4 with that the utility is not legally obligated to assume.

5 4.08 City will issue at no expense to District all necessary
6 permits, licenses or franchises on, under or over District pro-
7 perty including rapid transit stations and parking lots with the
8 understanding and agreement on the part of City that District's
9 obligation shall be limited to rearrangement or replacement of
10 said facilities in kind and that any betterments including but
11 not limited to undergrounding of facilities which are now on
12 overhead structures, if ordered by City, shall not involve addi-
13 tional expense to District.

14 5. Maintenance.

15 5.01 District shall:

16 (a) Maintain all traffic detours during the period of
17 construction;

18 (b) Maintain or cause to be maintained in service all
19 City utility and sewer facilities placed in temporary locations
20 and all City utility and sewer facilities within the construction
21 area not required to be replaced or rearranged but which are re-
22 quired to be shored or protected during the construction period.

23 5.02 Upon completion of work on City facilities, roadways or
24 other structures, District's engineer shall certify to City that
25 said facilities, roadways or other structures have been completed,
26 and City shall inspect and accept the facilities, roadways or

1 other structures if the work has been performed in accordance.
2 with City's construction standards and this agreement. Upon
3 acceptance of the facilities, roadways or other structures,
4 and upon receipt of any necessary deeds or additional or new
5 right of way that may be required, the City shall become re-
6 sponsible for maintenance of the facilities, roadways or other
7 structures from and after that time, as more particularly pro-
8 vided above.

9 6. Construction standards and inspection of City facili-
10 ties.

11 6.01 All construction of streets, street appurtenances,
12 drainage, sewer and other facilities and structures constructed
13 by District pursuant to its various construction contracts which
14 the City shall maintain pursuant to the terms hereof, shall be
15 constructed in accordance with the standards and specifications
16 of City in effect at the time of the execution hereof.

17 6.02 City shall assign inspectors to inspect those facili-
18 ties and structures which will be maintained by City. Payment
19 for such services by District shall be the subject of a separate
20 agreement between City and District.

21 7. Use of City streets during the construction period.

22 City hereby grants to District and its contractor or con-
23 tractors reasonable use of portions of City street rights of
24 way in connection with the construction of the City and Dis-
25 trict facilities, including but not limited to the following:

26 (a) Access to the construction areas in order to

1 transport men and materials in and out of excavations;

2 (b) The operation and parking of construction ma-
3 chinery and equipment;

4 (c) The storing of construction materials temporarily
5 prior to installation.

6 8. Landscaping.

7 District shall landscape various areas adjacent to its fa-
8 cilities within the boundaries of City. Landscaping plans shall
9 be prepared by a landscape consultant retained at the expense of
10 District. Landscaping along District's system within the bounda-
11 ries of City shall be installed to conform generally with City's
12 planned landscaping of the abutting school, park or other areas.
13 The above mentioned areas landscaped by District shall be main-
14 tained by City. Landscaping of District's stations and station
15 entrances may, by a mutually satisfactory amendment hereto or
16 further agreement, be maintained by City at District's expense.

17 9. Contractor's Guarantee.

18 District's contractor shall repair any defect in facilities
19 or other structures which shall be turned over to or maintained
20 by City pursuant to the terms and conditions hereof occurring
21 and discovered within one year from acceptance thereof by City.

22 10. Indemnification.

23 10.01 District agrees to defend and hold harmless from all
24 liability costs, damages or expenses arising out of or incurred
25 in connection with performance of the District administered con-
26 struction work, including defective construction work on City

1 streets, street appurtenances, sewers or other City facilities
2 within the construction area discovered within one year after
3 acceptance of such work by City; and at its own cost, expense
4 and risk, to defend any and all actions, suits or other legal
5 proceedings except actions arising out of alleged changes in
6 drainage conditions outside the construction area, brought or
7 instituted against City arising out of District administered
8 construction work, and to pay and satisfy any resulting judg-
9 ments.

10 10.02 City agrees to defend, indemnify and hold District
11 harmless from all liability, costs, damages or expenses aris-
12 ing out of or incurred in connection with City administered
13 construction work, insofar as City streets, street appurte-
14 nances, sewers, utility facilities, drainage facilities or
15 other facilities within the construction areas are involved; and
16 at its own cost, expense and risk, to defend any and all ac-
17 tions, suits or other legal proceedings, brought or instituted
18 against District arising out of City administered construction
19 work, and to pay and satisfy any resulting judgment.

20 City further agrees to defend, indemnify and hold Dis-
21 trict harmless from all liabilities, costs, damages and ex-
22 penses arising out of or incurred in connection with City's
23 inspection or maintenance after acceptance (except as to de-
24 fective construction work discovered within one year after
25 acceptance) of the structures, streets, street appurtenances,
26 sewers and other City facilities or parts thereof which are

1 to be maintained by City under the terms of this Agreement; and
2 except as to defective construction work discovered within one
3 year after acceptance, at its own cost, expense and risk, to de-
4 fend any and all actions, suits or other legal proceedings aris-
5 ing out of maintenance or alleged failure to maintain of the
6 aforesaid structures, streets, street appurtenances, sewers or
7 other City facilities or parts thereof, or arising out of changes
8 in drainage conditions outside the construction area, alleged to
9 have resulted from construction under District administered con-
10 tracts and pay and satisfy any resulting judgments.

11 10.03 The provisions of Sections 10.01 and 10.02 of this
12 Agreement regarding indemnifications are included pursuant to
13 the provisions of Section 895.4 of the Government Code and are
14 intended by the parties to modify and supersede the otherwise
15 applicable provisions of Chapter 21 of Part 2, Division 3.6,
16 Title I, of the Government Code.

17 11. Further improvements.

18 In the event City requests improvements in excess of those
19 which the District is obligated to provide hereunder, the par-
20 ties may enter into a mutually satisfactory amendment hereto or
21 a separate agreement concerning the extent of said improvements
22 and the time and amount of reimbursement of District therefor.

23 12. Reimbursement of City.

24 12.01 To the extent that any work hereunder may be performed
25 by City pursuant to a specific District Work Authorization, the
26 cost thereof and the billing therefor shall be pursuant to

1 customary accounting bases. City's billing to District shall not
2 be made more often than once each month, nor for amounts less than
3 five hundred dollars (\$500), except where the specific Work Author-
4 ization is for an amount of less than five hundred dollars (\$500),
5 in which case one billing shall be made at the completion of the
6 work. District shall reimburse the City within a period of thirty
7 (30) days from the date of receipt of said billings. Billings shall
8 refer to the applicable Work Authorization number and shall be sup-
9 ported by such evidence as the District may reasonably require.
10 The District shall have reasonable access to City's books and re-
11 cords for the purpose of auditing of said bills.

12 12.02 Immediately upon execution hereof and thereafter semi-
13 annually thirty (30) days prior to January 1st and July 1st of
14 each year, City shall submit its estimates of the expected ex-
15 penditures, if any, to be made by City hereunder for which Dis-
16 trict is required to reimburse City pursuant to 2.01 hereof.
17 Specific Work Authorization shall be issued by District predi-
18 cated upon such estimates.

19 13. Railroad agreements and railroad grade crossing pro-
20 TECTIVE DEVICES.

21 It is understood and agreed that any and all agreements with
22 railroads necessitated by District's construction, and any and all
23 proceedings before the Public Utilities Commission relative to
24 grade crossings, grade separation, structures or grade crossing
25 protective devices, will be handled by separate agreements or by
26 proceedings before the Public Utilities Commission; it being

1 further understood that City and District will cooperate in the
2 negotiations of such agreements and in the conduct of such pro-
3 ceedings.

4 Knott Boulevard will be extended at grade across the tracks
5 of the AT&SF Railway and the following existing grade crossing
6 will be relocated as delineated on Exhibit "A":

7 (a) Fairmount Avenue.

8 (b) Central Avenue.

9 (c) Stockton Avenue.

10 (d) Waldo Avenue.

11 (e) Hill Avenue.

12 (f) Cutting Boulevard.

13 14. Modification.

14 This agreement may be modified or amended at any time by
15 the mutual written consent of the parties. Exhibit "A" attached
16 hereto may be modified or amended by the mutual written agree-
17 ment of District's general manager and City's city manager pro-
18 vided that the quality of service to the public will not be re-
19 duced and that the change does not alter the financial obligations
20 of the City or District under this Agreement by more than ten
21 per cent (10%).

22 15. Miscellaneous.

23 All notices or communications to the parties hereto shall
24 be sent to the addresses indicated below:

25 City of El Cerrito,
26 City Hall,
El Cerrito, California;

San Francisco Bay Area Rapid
Transit District
814 Mission Street
San Francisco, California 94103

IN WITNESS WHEREOF, the parties hereto have set their hands
and seals on the day and year first above written.

SAN FRANCISCO BAY AREA RAPID
TRANSIT DISTRICT

By Maxwell B. Base
Vice President

By Richard J. Shepard
Secretary

CITY OF EL CERRITO,

By London E. Longoria
Mayor

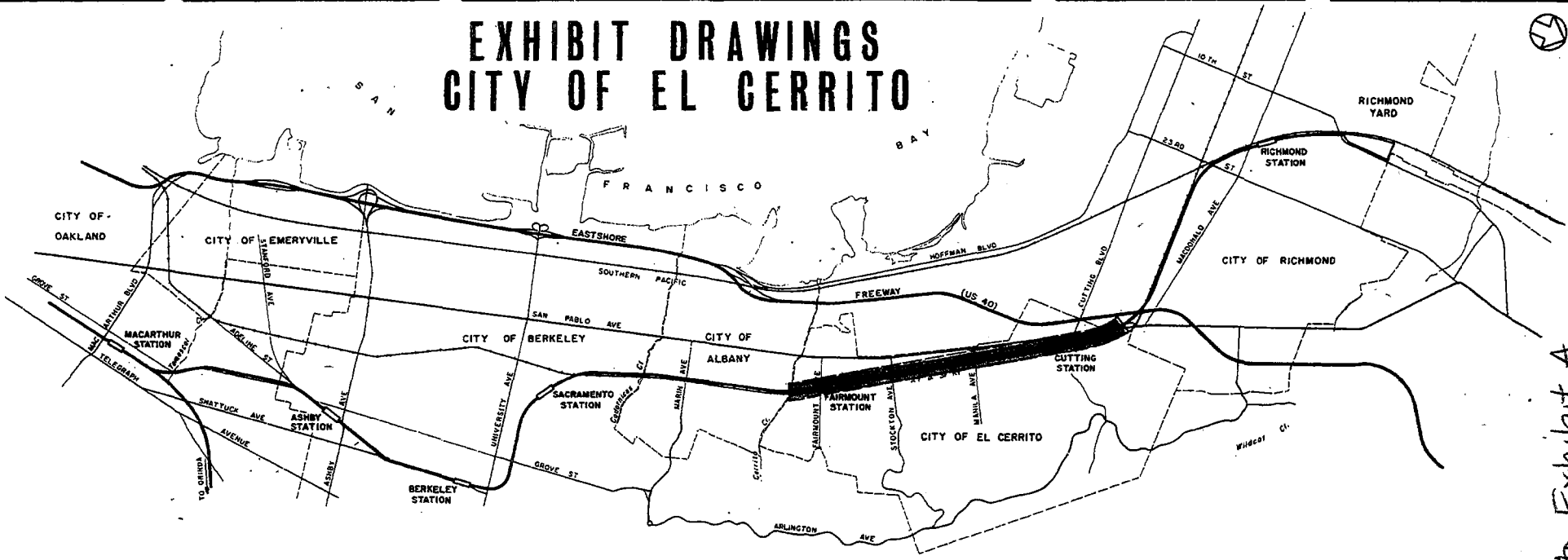
By Marjorie Foley
Clerk

Approved as to form and procedure.

By Murray O. Marshall
Staff Counsel, San Francisco
Bay Area Rapid Transit District

By Max L. L. Jr.
City Attorney

EXHIBIT DRAWINGS CITY OF EL CERRITO



VICINITY MAP
1" = 2000'

INDEX TO PLANS

1033 E	INDEX TO PLANS	1040 C	DONAL AVENUE	TO POTRERO AVENUE
1034 C	ALBANY-EL CERRITO LINE	1041 C	POTRERO AVENUE	TO HILL STREET
1035 C	FAIRMOUNT AVENUE	1042 B	HILL STREET	TO WALL AVENUE
1036 C	LINCOLN AVENUE	1043 D	WALL AVENUE	TO EL CERRITO-RICHMOND LINE
1037 C	STOCKTON AVENUE	1044 D	FAIRMOUNT STATION & PARKING AREA	
1038 C	MOESER LANE	1045 D	CUTTING STATION & PARKING AREA	
1039 C	SCHMIDT LANE			

SYMBOLS AND ABBREVIATIONS

—	BART TRACK	—S—	SANITARY SEWER
—	OVERHEAD UTILITIES-UTILITY SYMBOL AFTER EACH 3" DASH LINE	—R—	STORM SEWER
—	UNDERGROUND UTILITIES-UTILITY SYMBOL AFTER EACH THIRD DASH	—P.L—	POWER LIGHTING
—	OPEN DITCH AND DIRECTION OF FLOW	—P.S—	POWER FOR TRAFFIC SIGNALS
MHO	MAN HOLE	VCP	VITRIFIED CLAY PIPE
LH	LAMP HOLE	RCP	REINFORCED CONCRETE PIPE
CB	CATCH BASIN	CP	CONCRETE PIPE
*	POWER AND TELEPHONE POLE		
*	LIGHT OR ELECTROLIER		
TS	TRAFFIC SIGNAL		
RRS	RAILROAD CROSSING SIGNAL		
---	CITY LIMITS		

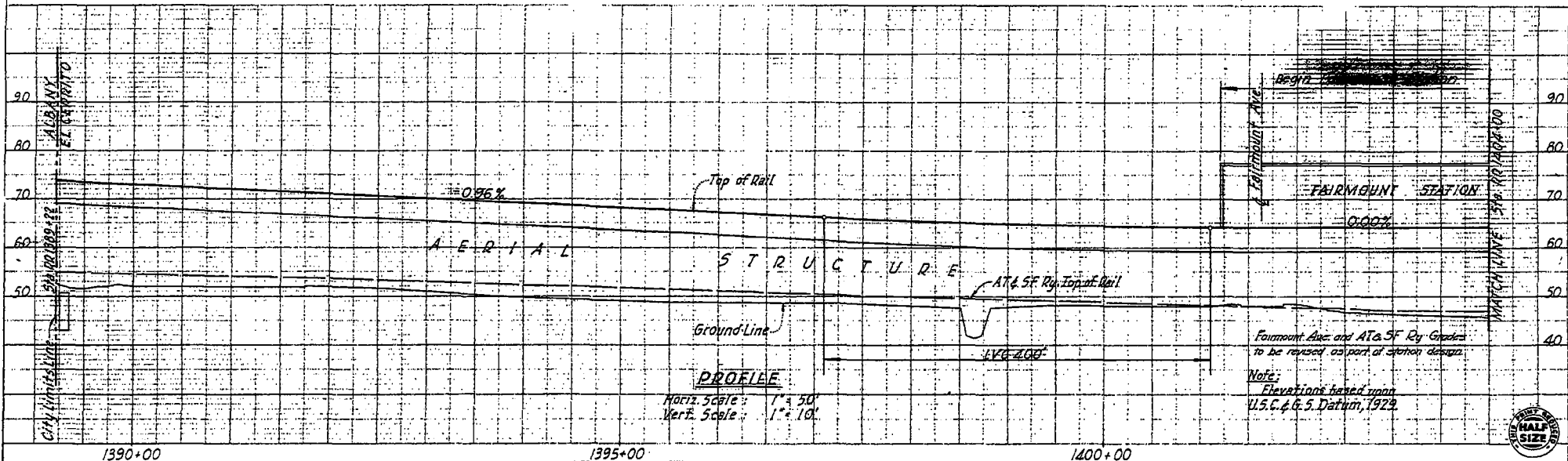
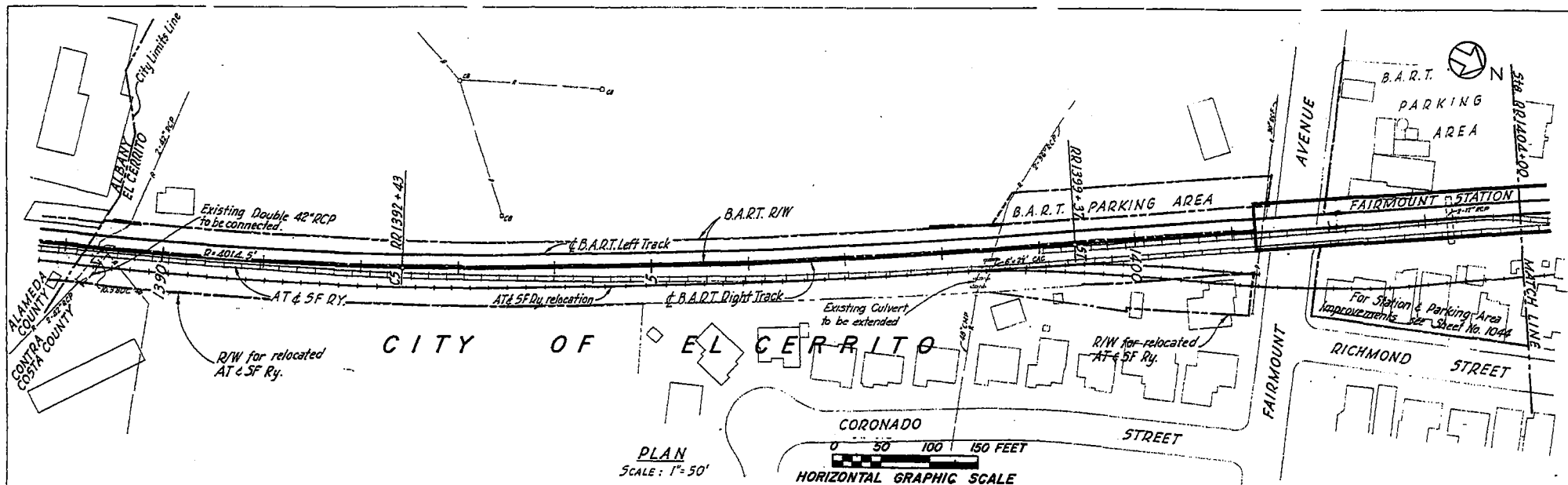
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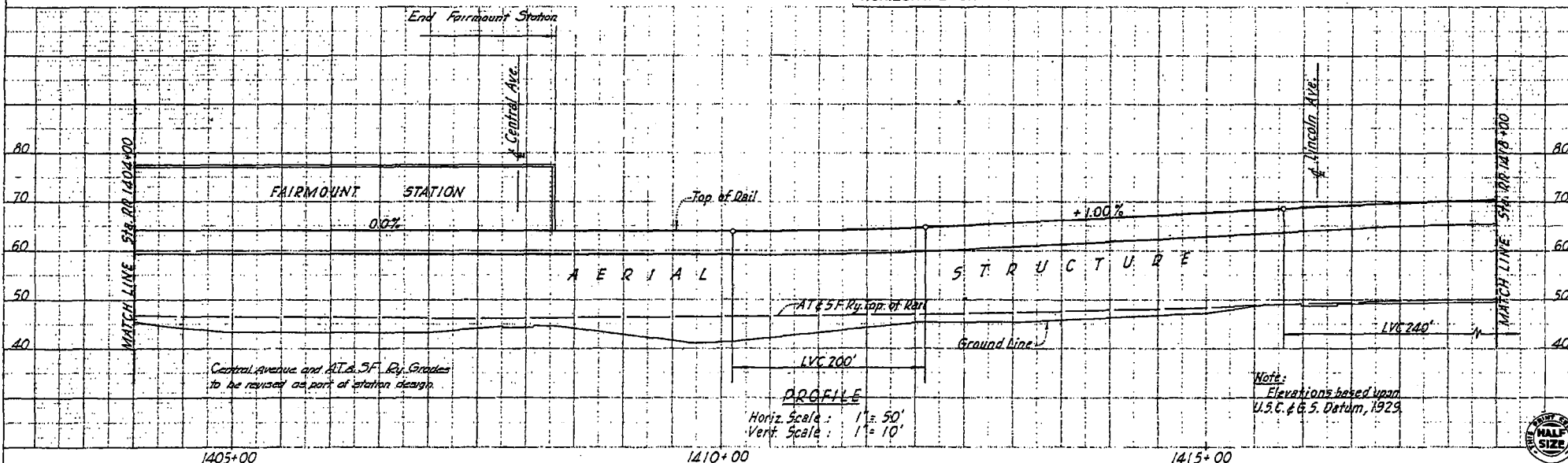
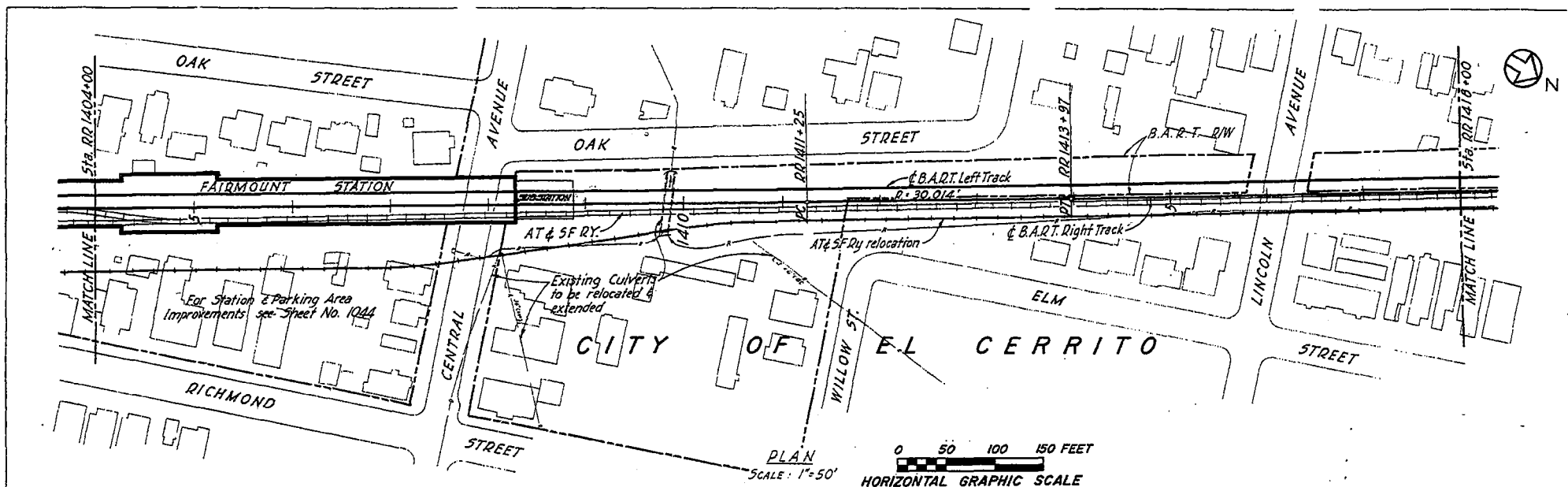
THE EXISTING UTILITIES ON THESE PLANS HAVE BEEN PREPARED FROM AVAILABLE DATA FROM THE CITY OF EL CERRITO. THE EXACT LOCATION OF UTILITIES WILL BE VERIFIED BY A FIELD SURVEY PRIOR TO CONSTRUCTION. ELEVATIONS ARE BASED UPON USC & GS MSL DATUM 1929. TRACK STATIONING SHOWN SUBJECT TO CHANGE IN FINAL DESIGN. BART STRUCTURE COLUMNS SHALL NOT BE LOCATED WITHIN STREET RIGHT OF WAY EXCEPT AT CROSSINGS OF NEARNEY STREET AND SAN PABLO AVENUE.

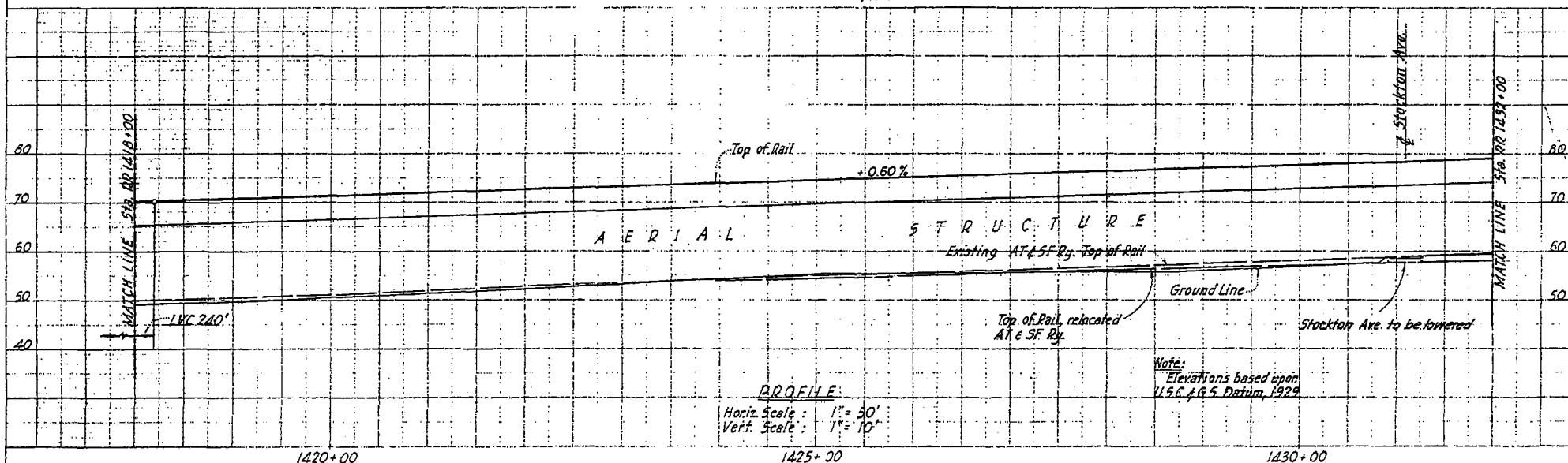
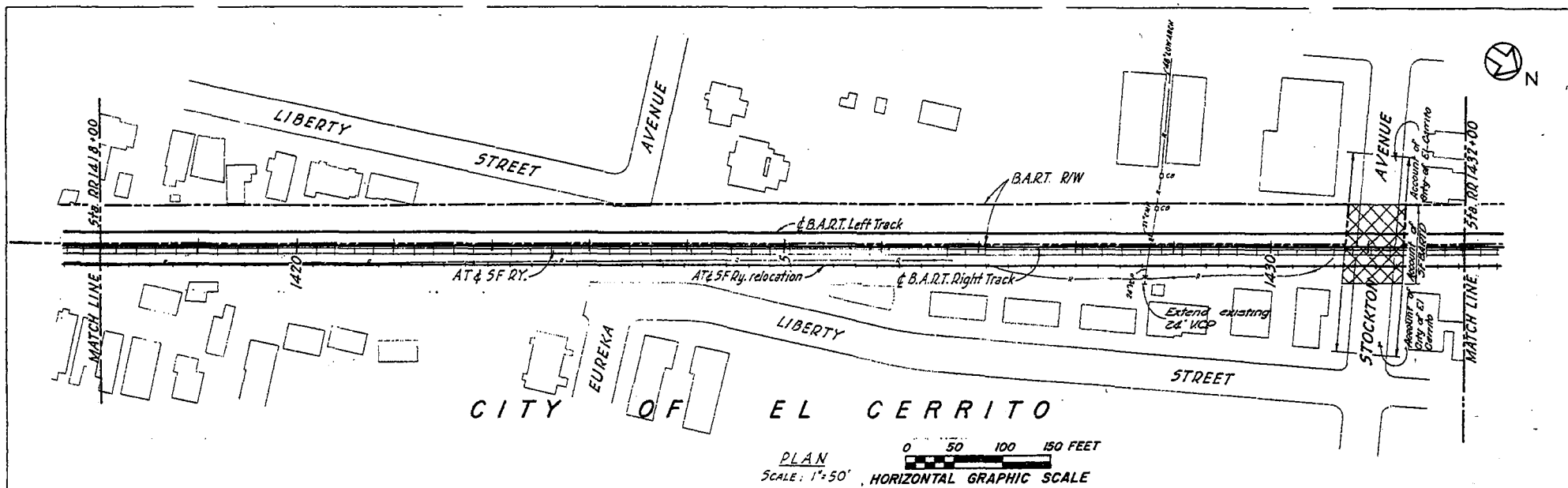
E. MCKENNA, CN D. J. JAMES, SR. C. WATKINS, LD, G.M.				Revised by Bechtel Corporation Revised by Sverdrup & Parcel and Associates, Inc. Revised by Bechtel Corp. Revised numbers of sheets				DESIGNED BY J. MONTALVO CHECKED BY L. SAPP IN CHARGE J. WHIPPLE DATE 16 DEC 64				SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT TUDOR ENGINEERING COMPANY ENGINEERS SAN FRANCISCO				PARSONS BRINCKERHOFF-TUDOR-RECHT. GENERAL ENGINEERING CONSULTANTS				BERKELEY-RICHMOND LINE VICINITY MAP INDEX TO PLANS				AS SHOWN CONTRACT - R802 SHEET NO. - 1033 E			
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Exhibit A to Exhibit A









D 280465 LRCN Stockton Ave work delineated
C 13 May 65 LRCN Revised by Civiliter Corp
Extend 24' VCP

B. PREIFER
J. WENSINGER
L. BARR
J. WHIPPLE
16 DEC 64

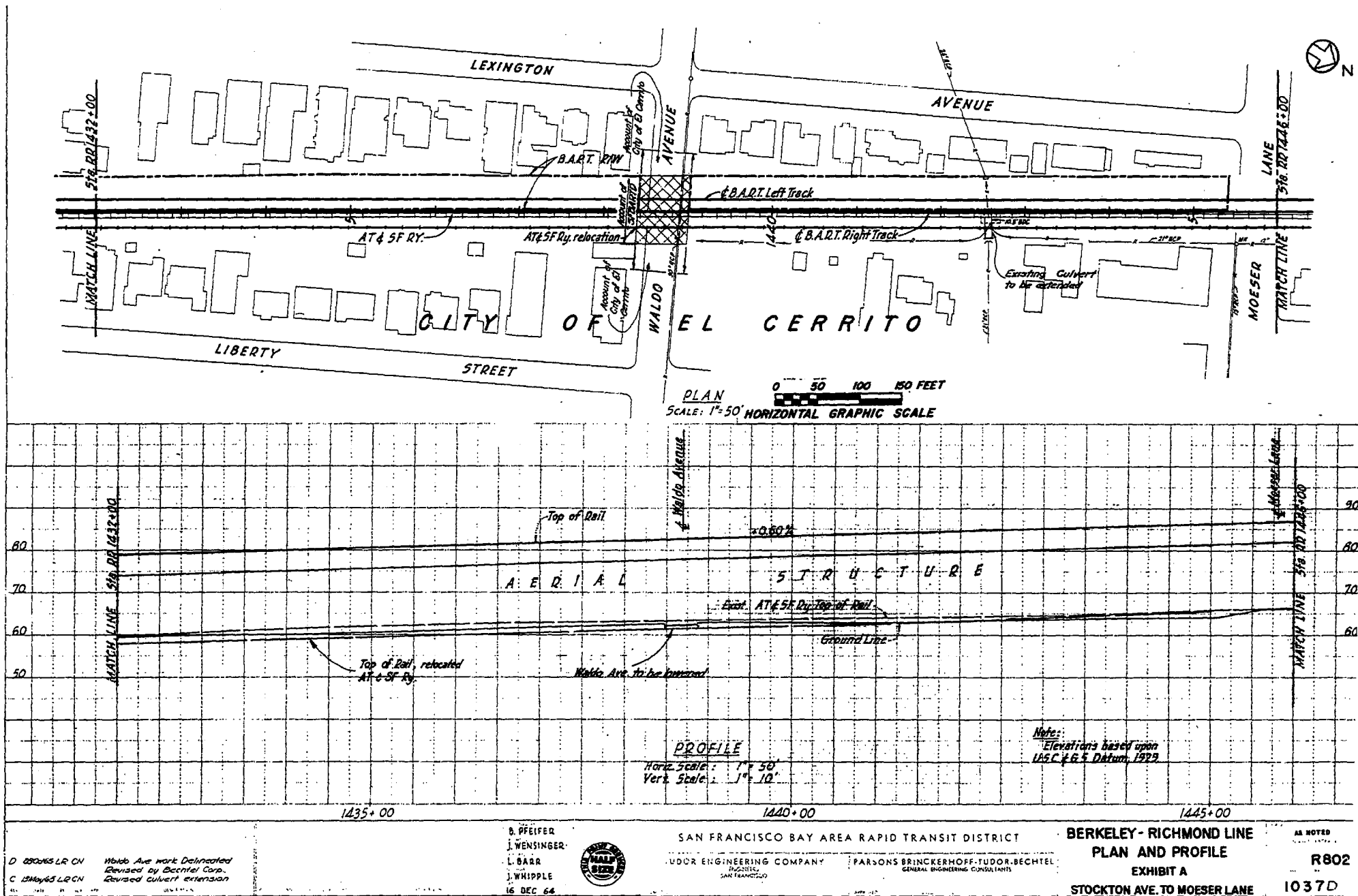


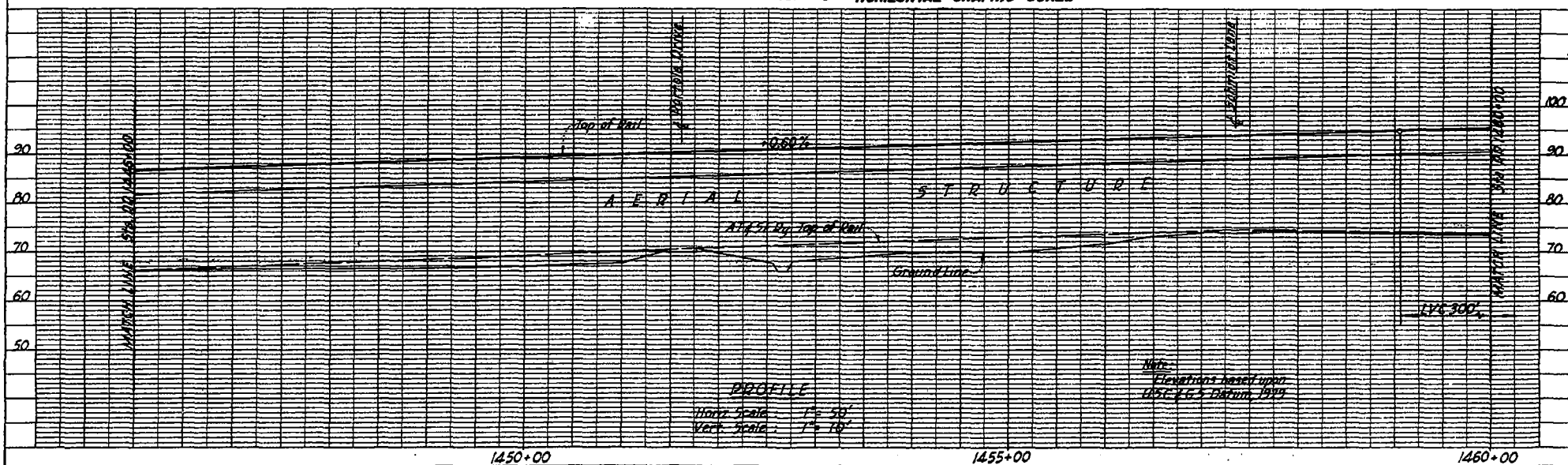
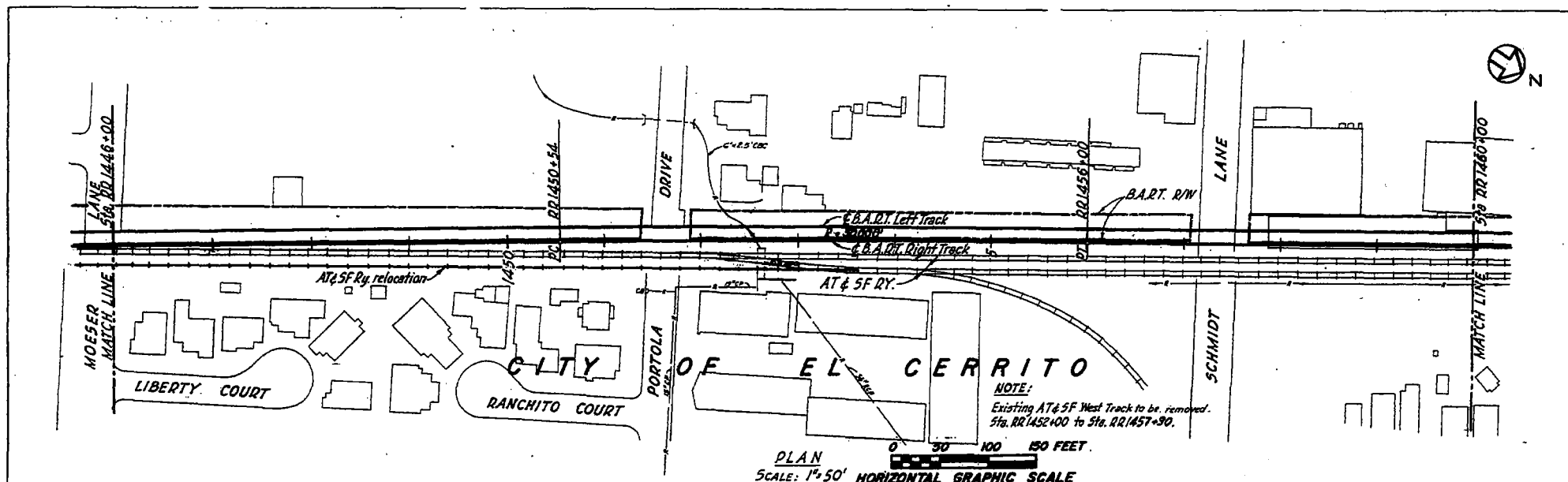
SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
TUDOR ENGINEERING COMPANY
SAN FRANCISCO

PAPSONS BRINCKERHOFF-TUDOR-SECHTEL
GENERAL ENGINEERING CORPORATION

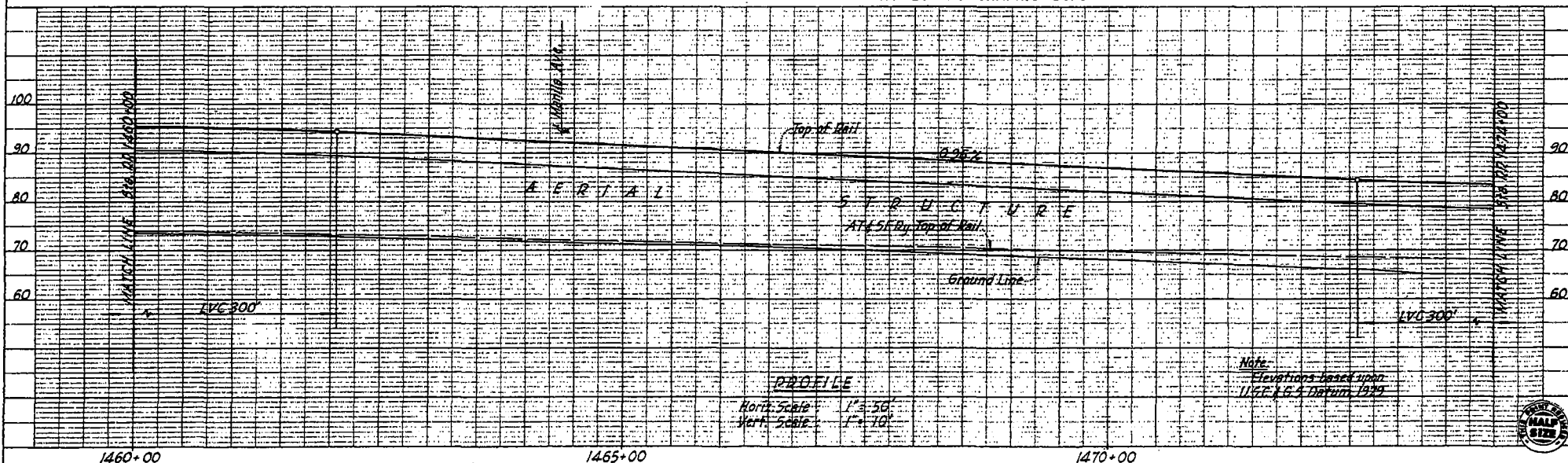
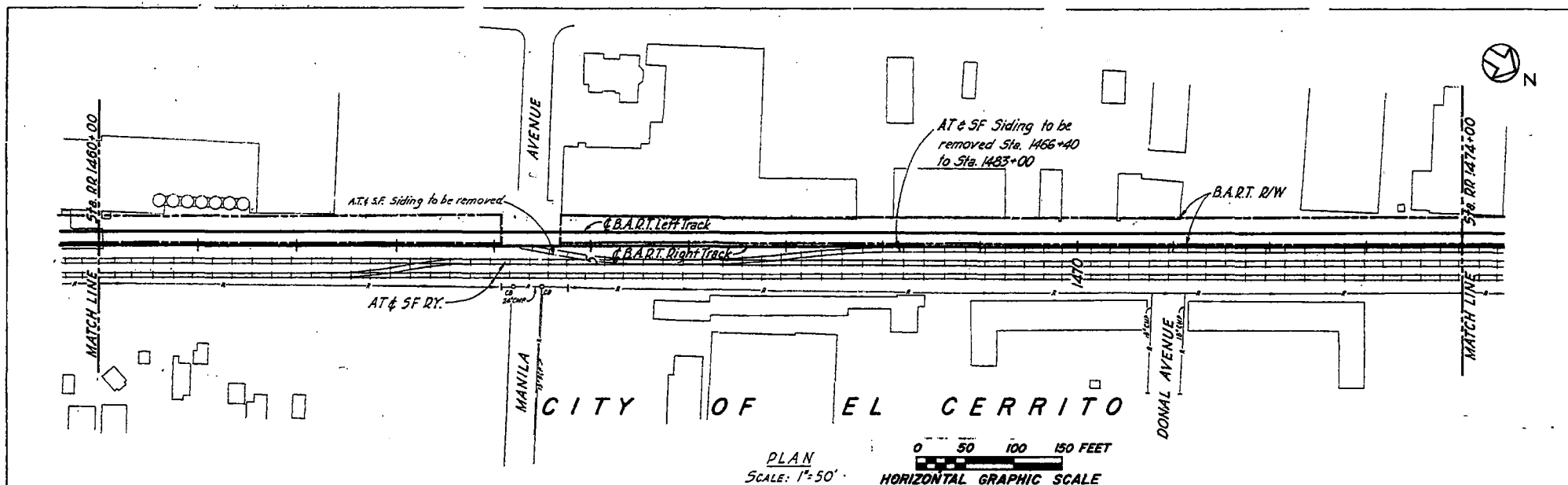
BERKELEY-RICHMOND LINE
PLAN AND PROFILE
EXHIBIT A
LINCOLN AVE. TO STOCKTON AVE.

AS NOTED
R802
1036 D

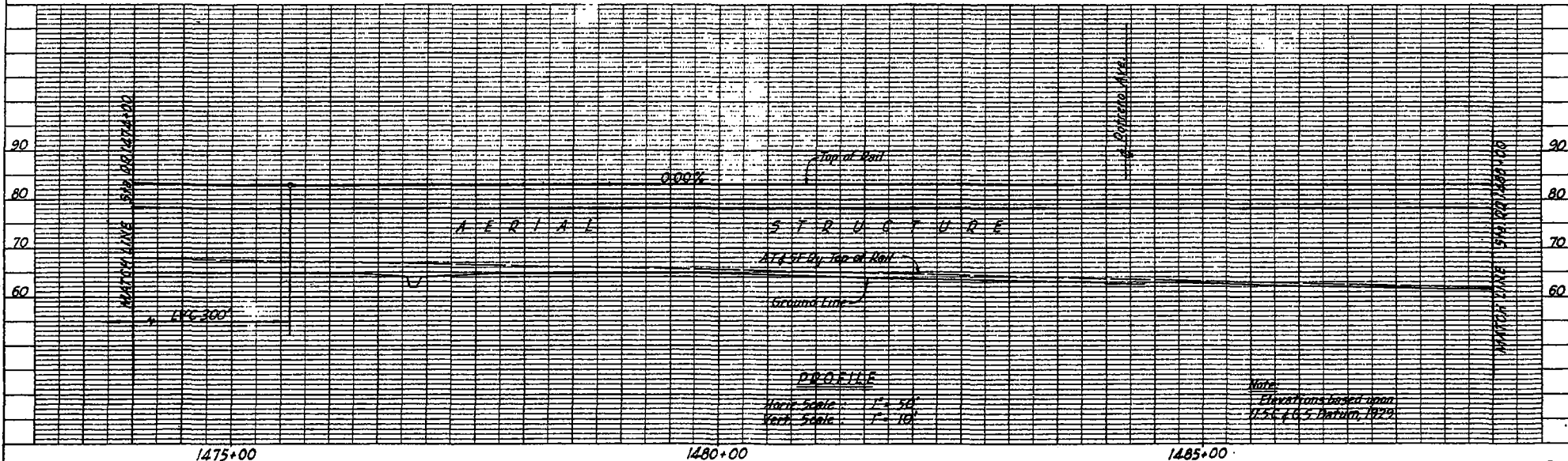
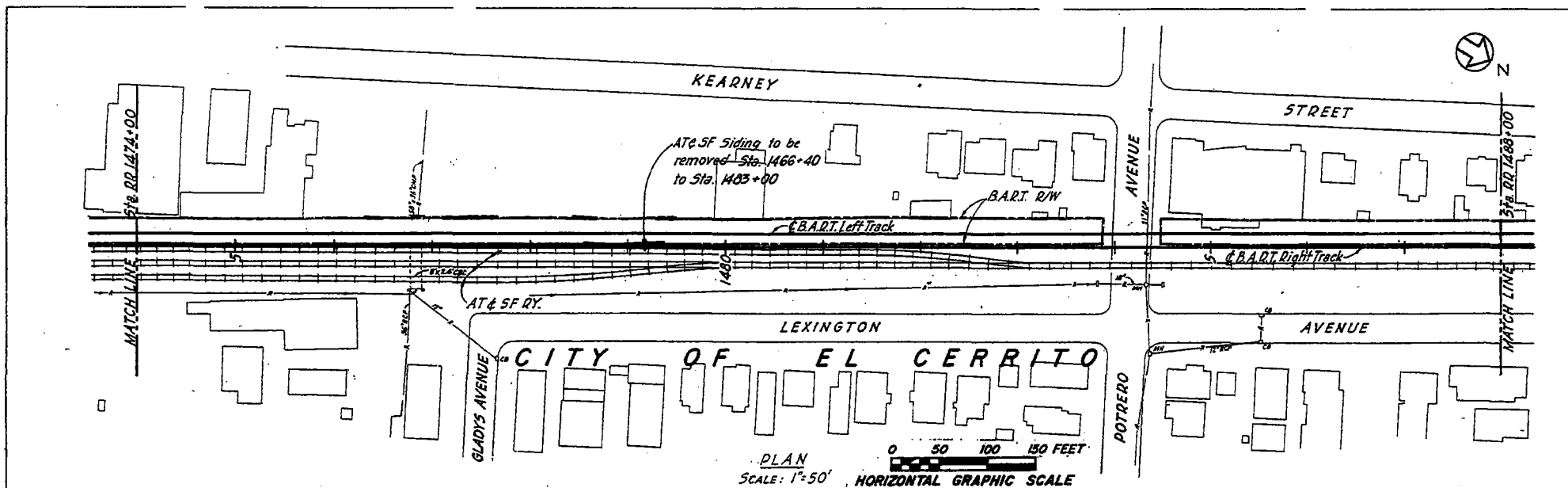




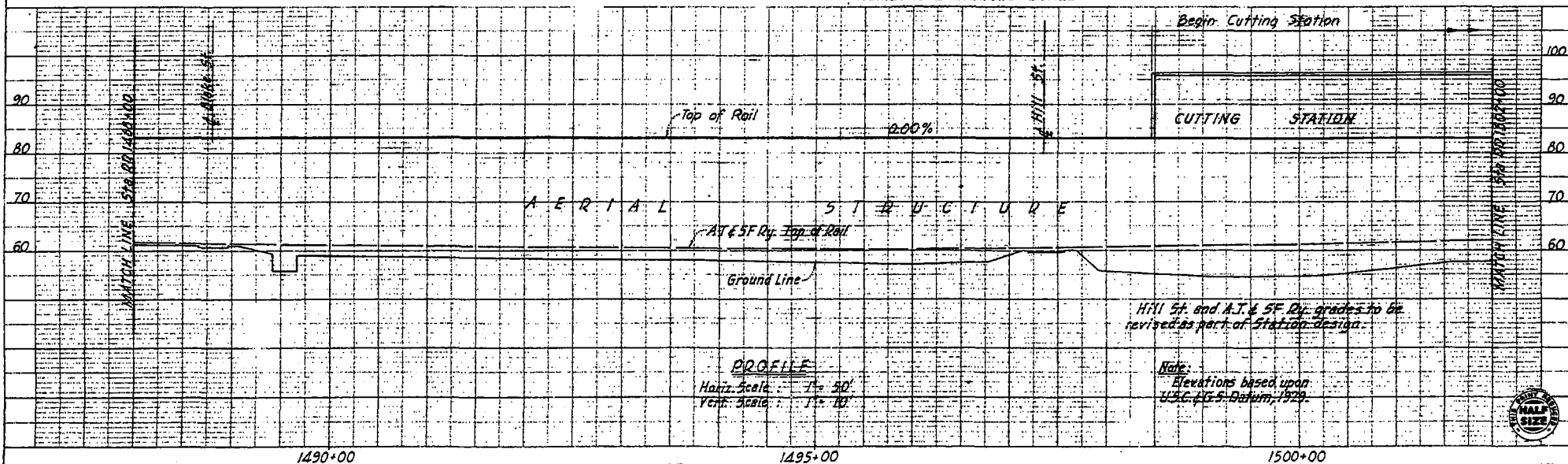
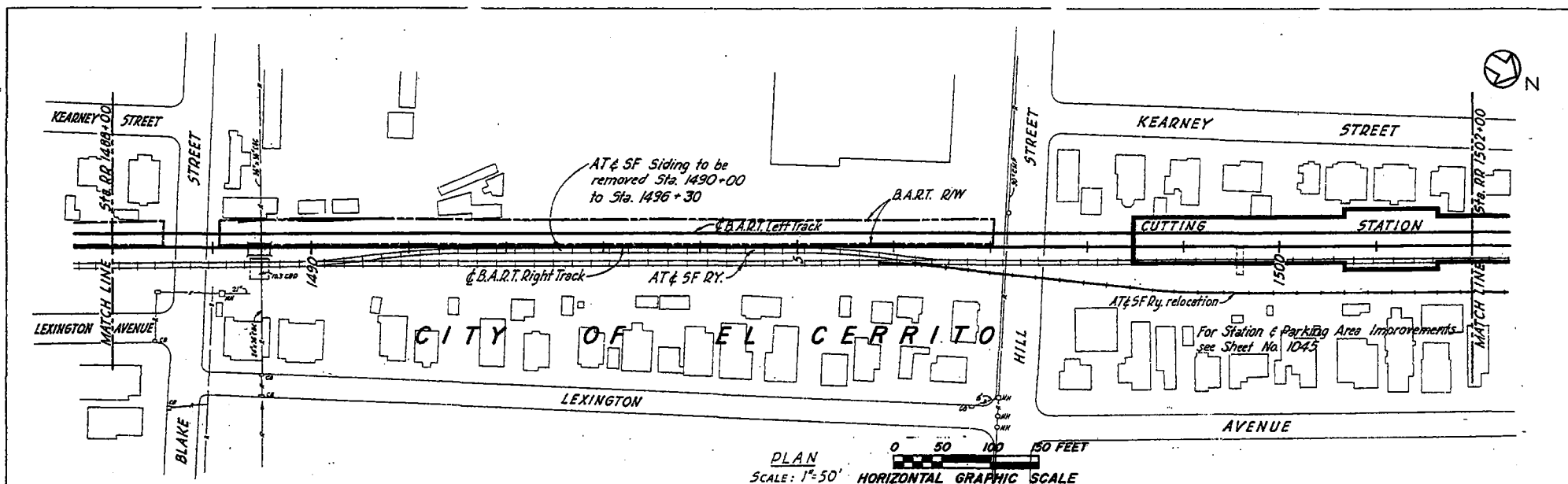
C 13 May 1965 CP DN	Revised by Bechtel Corp. A.T. & S.F. track removal limit changes Contract extension deleted	DESIGNED BY B. PFEIFER CHECKED BY J. WENSINGER IN CHARGE L. BARR DATE 16 DEC 64	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT TUDOR ENGINEERING COMPANY ENGINEERS SAN FRANCISCO	PARSONS BRINCKERHOFF-TUDOR-BECHTEL GENERAL ENGINEERING CONSULTANTS	BERKELEY-RICHMOND LINE PLAN AND PROFILE EXHIBIT A MOESER LANE TO SCHMIDT LANE	AS NOTED CONTRACT PACKAGE R802 SHEET NO. 1038 C
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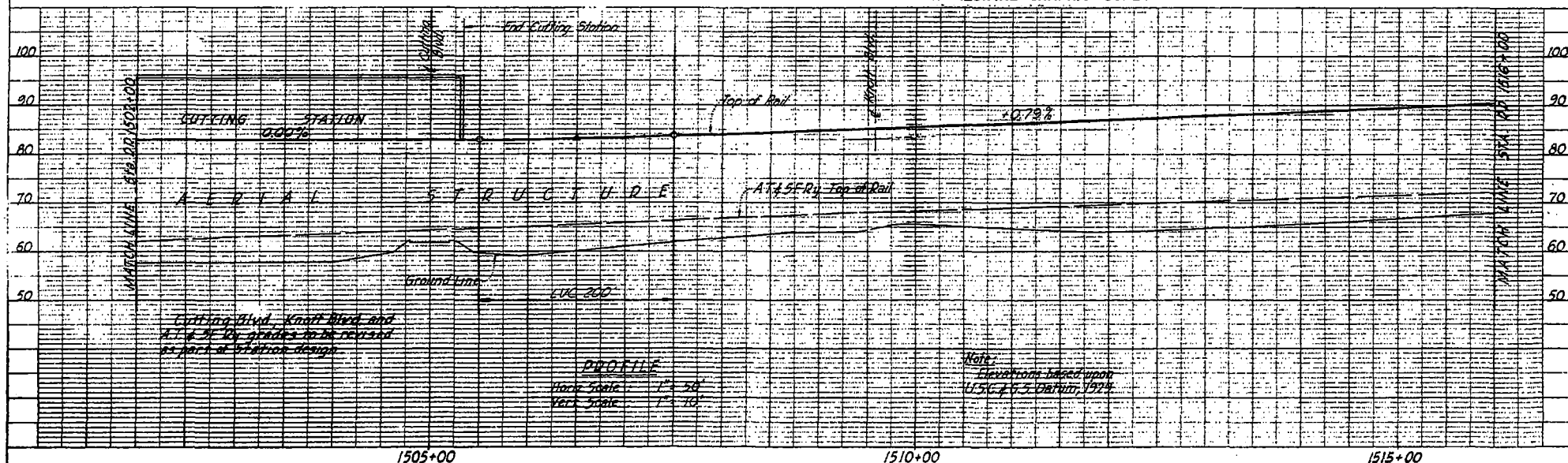
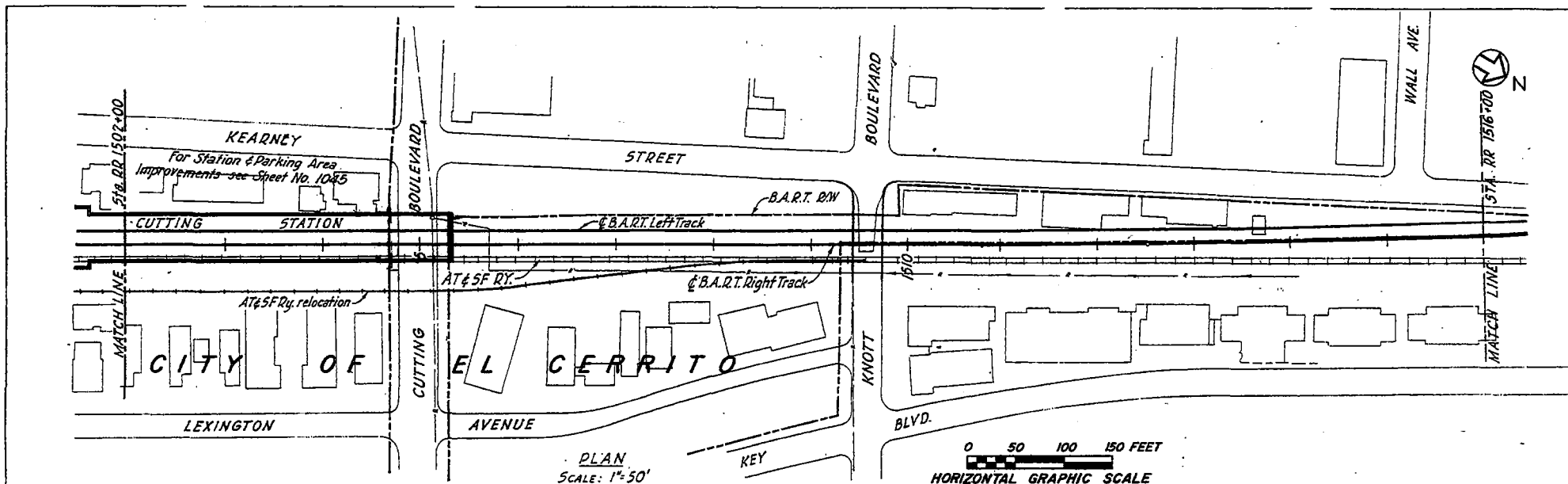
C 18 MAR 65 J.D. CM. Revised by Bechtel Corp. Added track removal at Haight Ave. DATE 16 DEC 64	DESIGNED BY B. PFEIFER DRAWN BY J. WENSINGER CHECKED BY L. BARR IN CHARGE J. WHIPPLE DATE 16 DEC 64	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT TUDOR ENGINEERING COMPANY ENGINEERS SAN FRANCISCO PARSONS BRINCKERHOFF-TUDOR-BECHTEL GENERAL ENGINEERING CONSULTANTS	BERKELEY-RICHMOND LINE PLAN AND PROFILE EXHIBIT A SCHMIDT LANE TO DONAL AVENUE AS NOTED CONTRACT 140346 R802 1039C
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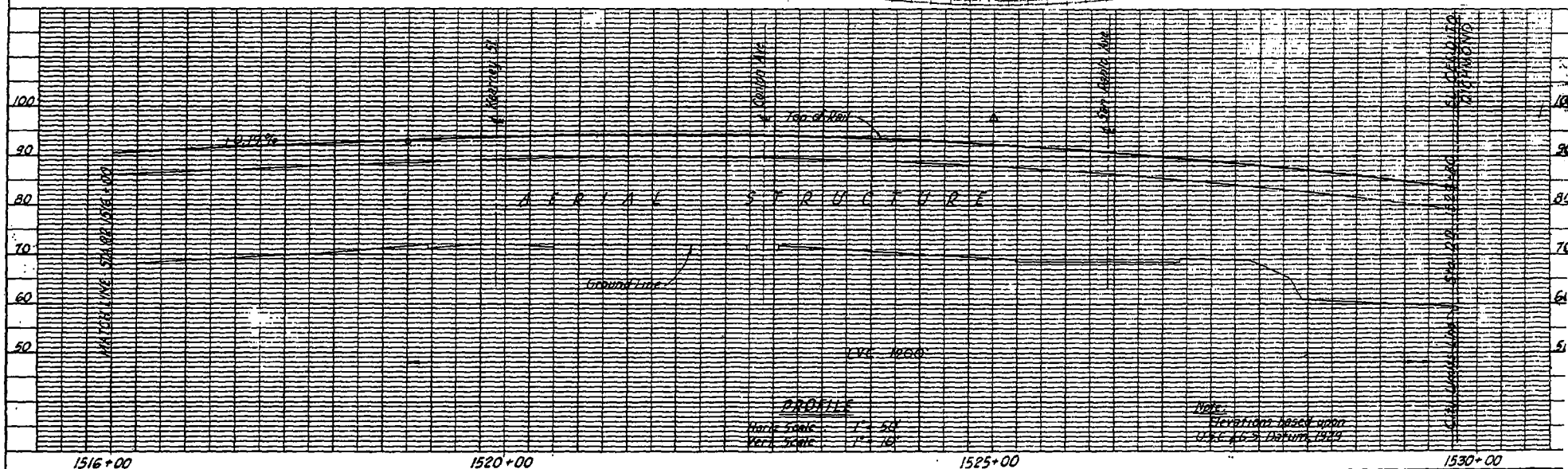
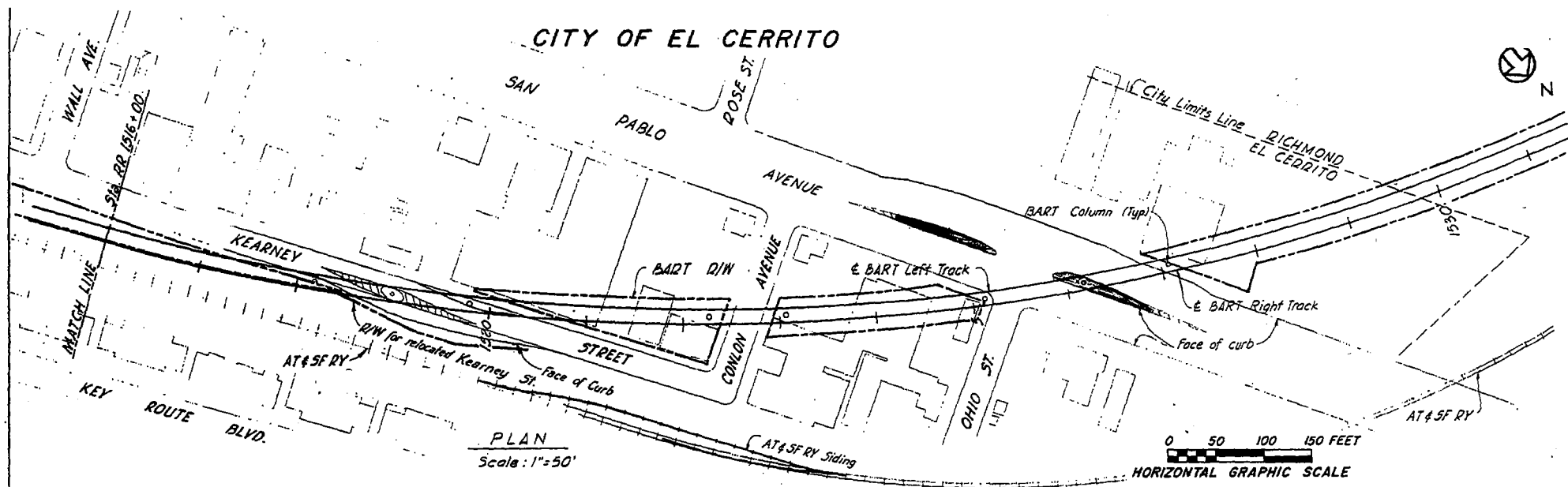
C 13 May 1965 CP CN	Revised by Bechtel Corp. Culvert extension revised, removed AT&SF R/W.	DESIGNED BY D. PFEIFER CHECKED BY J. WENSINGER IN CHARGE J. BARR J. WHIPPLE 16 DEC 64	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT TUDOR ENGINEERING COMPANY ENGINEERS SAN FRANCISCO	PARSONS BRINCKERHOFF-TUDOR-BECHTEL GENERAL ENGINEERING CONSULTANTS	BERKELEY-RICHMOND LINE PLAN AND PROFILE EXHIBIT A DONALD AVE. TO POTRERO AVENUE R802 1040 C
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C 13 May CP CN 1965 Revised by Bechtel Corp. Culvert extension revised. DATE: 01 JUN 65 BY: J. W. H. P. P. DISCUSSION:	DESIGNED BY: B. PFETTER CHECKED BY: J. WENSINGER APPROVED BY: L. BARR IN CHARGE: J. WHIPPLE DATE: 16 DEC 64	SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT TUDOR ENGINEERING COMPANY ENGINEERS SAN FRANCISCO	PARSONS BRINCKERHOFF-TUDOR-BECHTEL GENERAL ENGINEERING CONSULTANTS APPROVED:	BERKELEY-RICHMOND LINE PLAN AND PROFILE EXHIBIT A POTRERO AVE. TO HILL STREET	AS NOTED EXHIBIT A R802 1041C
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DESIGNED BY D. PFEIFER CHECKED BY J. WENSINGER IN CHARGE L. BARR BY J. WHIPPLE 16 DEC 64				SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT TUDOR ENGINEERING COMPANY ENGINEERS SAN FRANCISCO				PARSONS BRINCKERHOFF-TUDOR-BECHTEL GENERAL ENGINEERING CONSULTANTS APPROVED				BERKELEY-RICHMOND LINE PLAN AND PROFILE EXHIBIT A MILL STREET TO WALL AVE.				AS NOTED CONTRACT-1042B R802 1042 B			
REV.	DATE	BY	APP.	DESCRIPTION	REV.	DATE	BY	APP.	DESCRIPTION	REV.	DATE	BY	APP.	DESCRIPTION	REV.	DATE	BY	APP.	DESCRIPTION



D 23 JUN 64 SR SR					San Pablo Avenue Crossing Revised by Sverdrup & Parcel And Associates, Inc.					DESIGNED BY B. PEIER DRAWN BY H. HOFMANN CHECKED BY L. BARR IN CHARGE J. WHIPPLE DATE 16 DEC 64					SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT										BERKELEY-RICHMOND LINE										AS NOTED CONTRACT-74584											
C 18 MAY 64 LR CN					Revised by Bechtel Corp. Kearney & San Pablo Crossing Area Revised										TUDOR ENGINEERING COMPANY ENGINEERS SAN FRANCISCO										PARSONS BRINCKERHOFF-TUDOR-BECHTEL GENERAL ENGINEERING CONSULTANTS										PLAN AND PROFILE EXHIBIT A WALL AVE. TO EL CERRITO RICHMOND LINE										R80 SHEET NO. 1043 D	
REV.	DATE	BY	SUB	APP.	REV.	DATE	BY	SUB	APP.	REV.	DATE	BY	SUB	APP.	REV.	DATE	BY	SUB	APP.	REV.	DATE	BY	SUB	APP.	REV.	DATE	BY	SUB	APP.	REV.	DATE	BY	SUB	APP.												



BECHTEL CORPORATION
ENGINEERS
SAN FRANCISCO

PARSONS BRINCKERHOFF-TUDOR-BECHTEL
GENERAL ENGINEERING CONSULTANTS

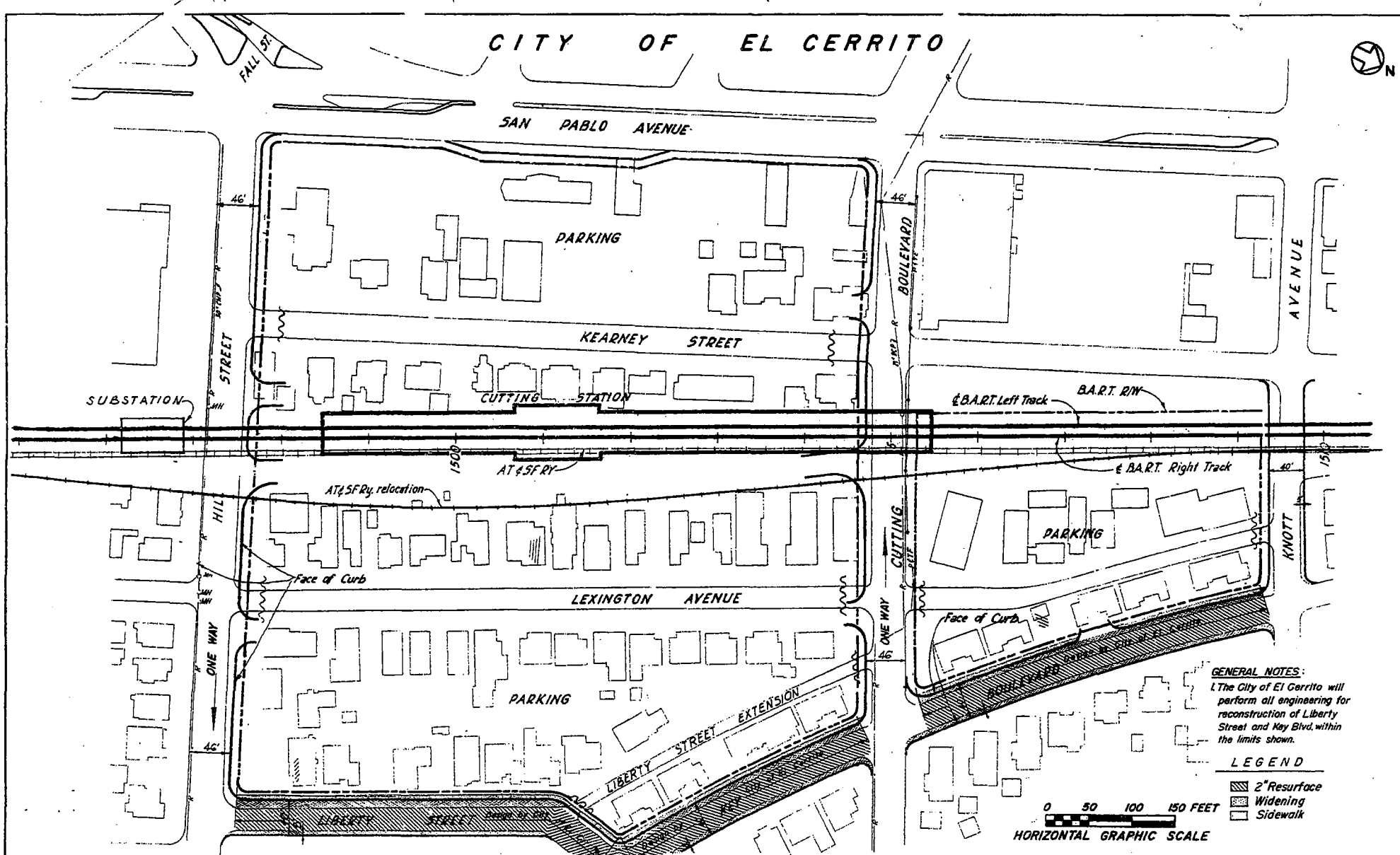
**PLAN
EXHIBIT A**

FAIRMOUNT STATION & PARKING AREA

R008

1044D

D 10/2/65 L.R.C.N. General Revision Revised by Bechtel Corp. Station area ingress & egress revised											
C 10/2/65 L.R.C.N.											
REV	DATE	BY	SAF	APP	DISPOSITION	REV	DATE	BY	SAF	APP	DISPOSITION



D 100160 KV CN C 100160 KV CN	General Revision Revised by Bechtel Corp., Revised Parking Lot Entrances	DESIGNED BY G. NELSON CHECKED BY K. VAGHAR IN CHARGE G. NELSON DATE 14 OCT 65		SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT BECHTEL CORPORATION ENGINEERS SAN FRANCISCO	PARSONS BRINCKERHOFF-TUDOR-BECHTEL GENERAL ENGINEERING CONSULTANTS	BERKELEY-RICHMOND LINE PLAN EXHIBIT A CUTTING STATION & PARKING AREA	SCALE 1" = 50' R008 SHEET NO. 1045 D
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TABULATION OF AREAS AND QUANTITIES
EXHIBIT B

Fairmount Blvd. (Richmond to Liberty) , Financial Responsibility of City

[illegible]

Exhibit B to Exhibit A

TABULATION OF AREAS AND QUANTITIES
EXHIBIT B

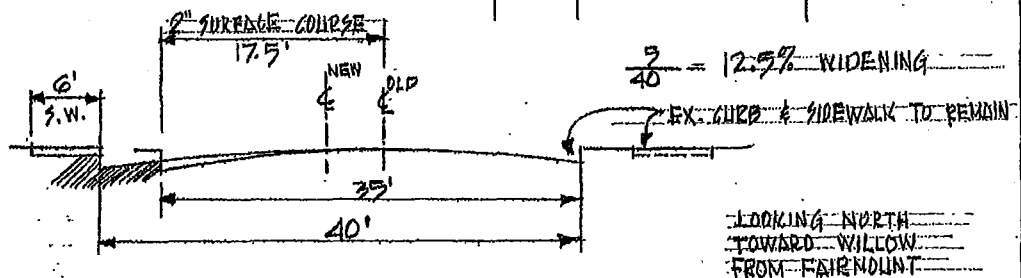
Waldo Ave. (outside of BART & AT&SF R/W) Financial Responsibility of City

Item	Unit or Number	Quantities	
		Area, lin ft.	%
New Pavement--full depth replacement	sq ft	2400	
Asphalt concrete surface course--2"	" "	2400	
Concrete curb and gutter	lin ft	120	
4" Concrete sidewalk	sq ft	720	
Remove existing concrete curb & gutter	lin ft	120	
Remove existing concrete sidewalk	sq ft	480	
(Note that "New Pavement" includes excavation.)			

TABULATION OF AREAS AND QUANTITIES
EXHIBIT B

Richmond Street (Fairmount to Willow), Financial Responsibility of District

Item	Unit	Quantities	
		Area, lin. ft. or Number	%
New Pavement--full depth widening	sq ft	4280	12.5
Asphalt concrete surface course--2"	" "	21340	
Concrete curb and gutter	lin ft	970	
4" Concrete sidewalk	sq ft	4620	
Remove existing concrete curb & gutter	lin ft	970	
Remove existing concrete sidewalk	sq ft	4360	
Std catch basin	each	2	
12" pipe in place	lin ft	30	
M. H. adjusted to grade (2" ring)	each	4	
Concrete driveways	sq ft	600	
(Note that "New Pavement" includes excavation.)			
CCO			
When reimbursement to owner is required, the cost of adjusting water valves, monument boxes and other similar items shall be at the percent shown above.			

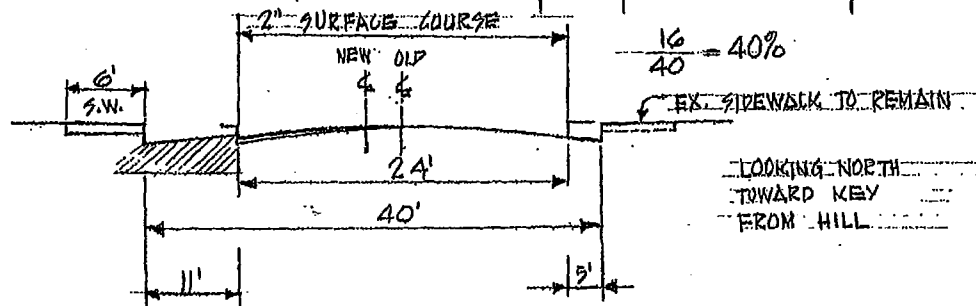


TABULATION OF AREAS AND QUANTITIES
EXHIBIT B

Liberty St. (Hill St. to Key Blvd.) Financial Responsibility of District

Item	Unit	Quantities	
		Area, lin.ft. or Number	%
New Pavement--full depth widening	sq ft	6116	40
Asphalt concrete surface course--2"	" "	17800	
Concrete curb and gutter	lin ft	815	
4" Concrete sidewalk	sq ft	5190	
Remove existing concrete curb & gutter	lin ft	810	
Remove existing concrete sidewalk	sq ft	4000	
Std catch basin	each	2	
12" Pipe in place	lin ft	40	
Concrete driveways	sq ft	1310	
(Note that "New Pavement" includes excavation.)			
CCO			
When reimbursement to owner is required, the cost of adjusting water valves, monument boxes and other similar items shall be at the percent shown above.			

$\frac{16}{40} = 40\%$
 EX. SIDEWALK TO REMAIN
 LOOKING NORTH
 TOWARD KEY
 FROM HILL



TABULATION OF AREAS AND QUANTITIES
EXHIBIT B

Key Blvd. (Liberty to Knott) Financial Responsibility of District

Item	Unit	Quantities	
		Area, lin.ft. or Number	%
New Pavement--full depth widening	sq ft	8230	30
Asphalt concrete surface course--2"	" "	32130	
Concrete curb and gutter	lin ft	1500	
4" Concrete sidewalk	sq ft	9000	
Remove existing concrete curb & gutter	lin ft	1500	
Remove existing concrete sidewalk	sq ft	6000	
Std catch basin	each	6	
12" Pipe in place	lin ft	140	
Concrete driveways	sq ft	860	
(Note that "New Pavement" includes excavation.)			
CCO			
When reimbursement to owner is required, the cost of adjusting water valves, monument boxes and other similar items shall be at the percent shown above.			

6' S.W.

2" SURFACE COURSE

NEW OLD

4'

20'

40'

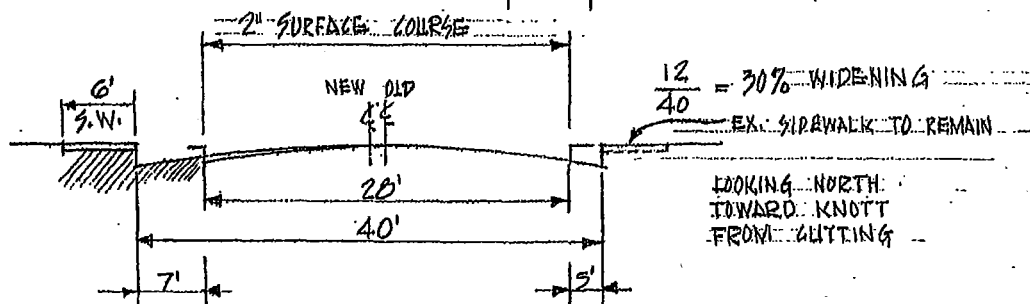
7'

5'

$\frac{12}{40} = 30\% \text{ WIDENING}$

EX. SIDEWALK TO REMAIN

LOOKING NORTH TOWARD KNOTT FROM CUTTING



Stockton Ave.(outside BART & RWY R/W) Financial Responsibility of City

100

SYMBOL	DESCRIPTION
	PROPOSED PUBLIC STREET RIGHT OF WAY TO CITY (SEE NOTE 2)
	PROPOSED FEE GRANT TO CITY (SOME AREAS WILL RESERVE SFBARTD EASEMENT)
	PORTION OF STATE HIGHWAY 123 GRANTED TO STATE BY SFBARTD IN 1995 AND RELINQUISHED TO CITY IN 2007 (REL. # 56082)

NOTES:

1. PORTIONS OF THE PUBLIC STREET RIGHT OF WAY FOR KEARNEY STREET, LEXINGTON AVENUE AND LIBERTY AVENUE WERE NOT VACATED PER CITY RESOLUTION # 2982, BUT WERE IMPROVED PREVIOUSLY AND SUBJECT TO THE TERMS OF THIS AGREEMENT.
2. PORTIONS OF THE PROPOSED PUBLIC STREET RIGHT OF WAY WILL BE SUBJECT TO SECTION 29031, PUBLIC UTILITIES CODE (RAPID TRANSIT USES).

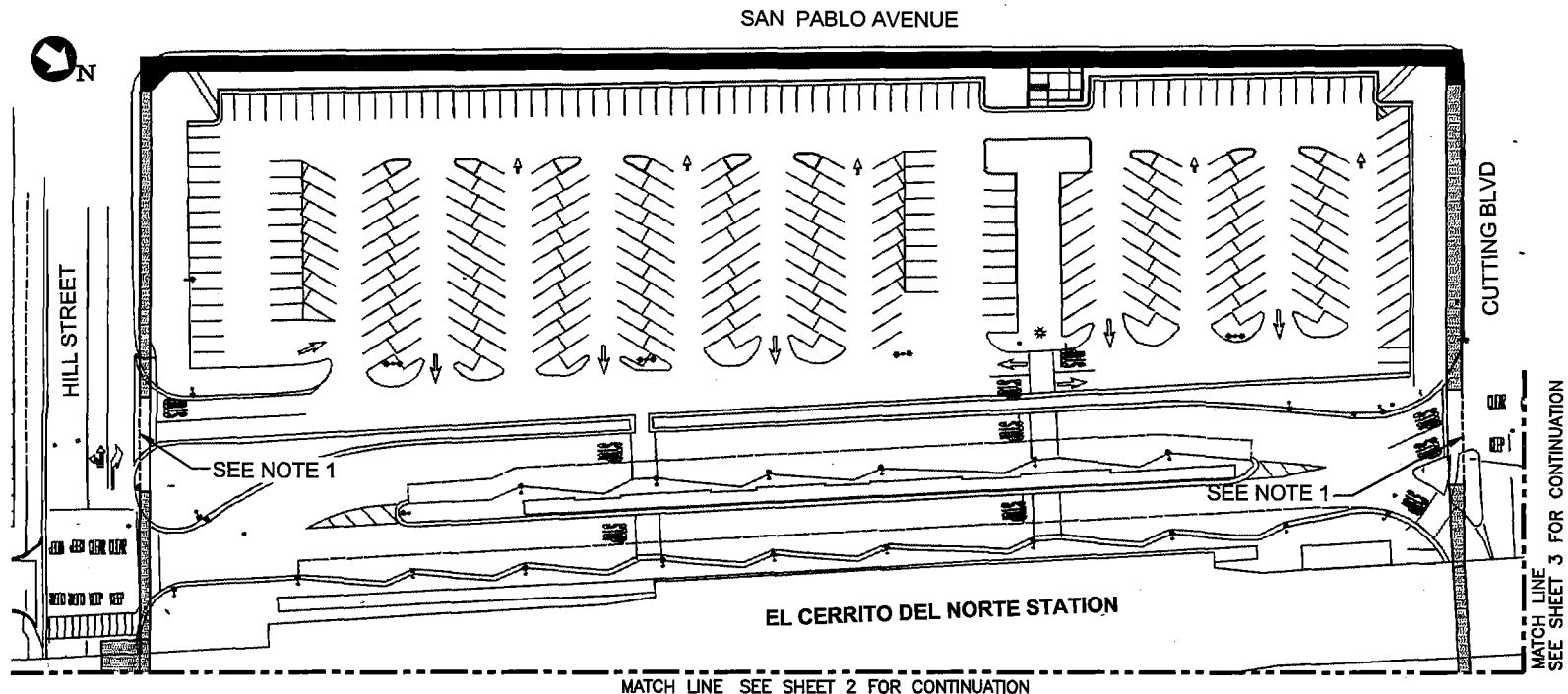


EXHIBIT B
(NOT TO SCALE)
SHEET 1 OF 3

SEE SHEET 1 FOR LEGEND AND NOTES.

MATCH LINE SEE SHEET 1 FOR CONTINUATION

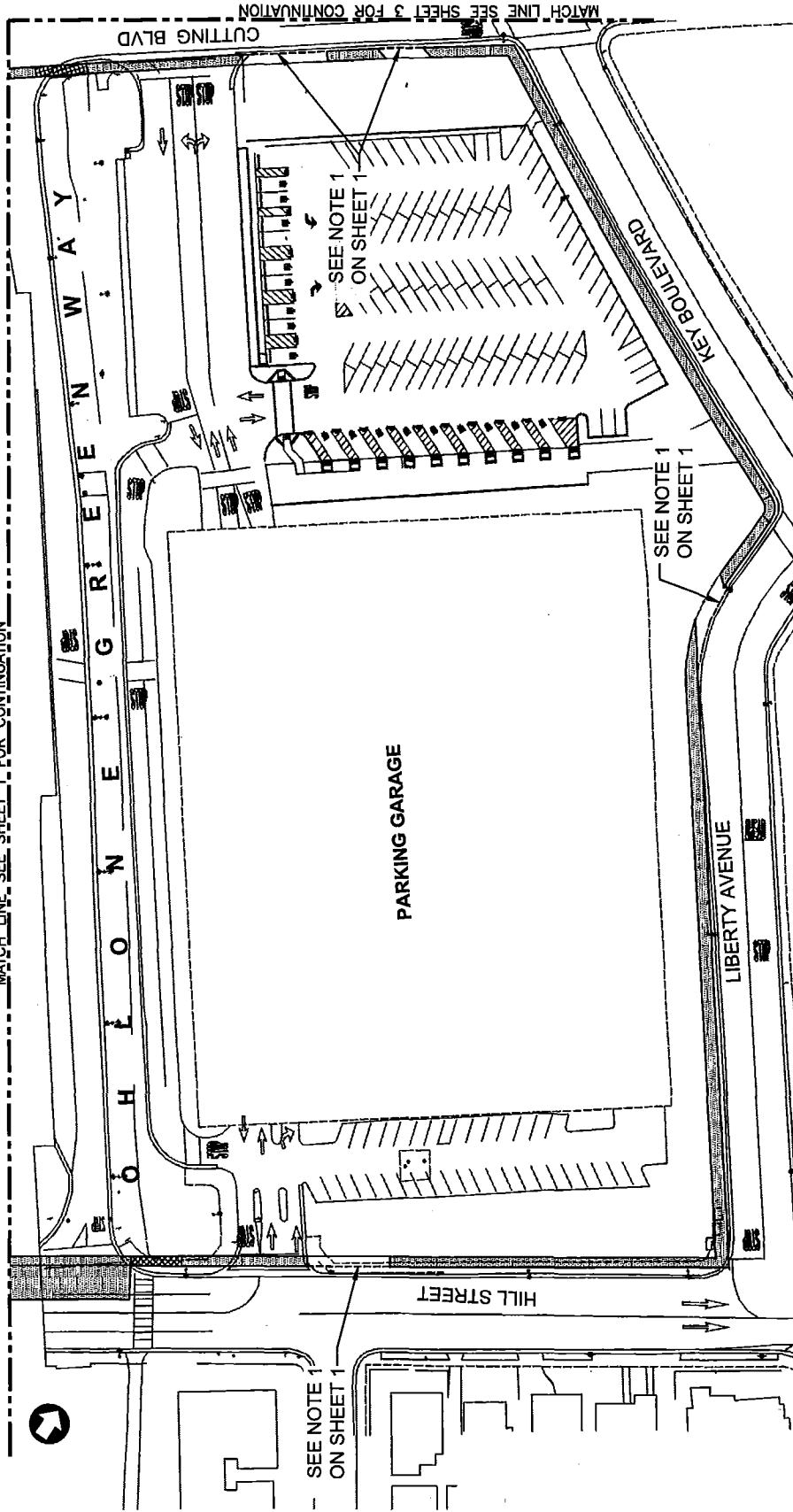


EXHIBIT B
(NOT TO SCALE)
SHEET 2 OF 3

SEE SHEET 1 FOR LEGEND AND NOTES.

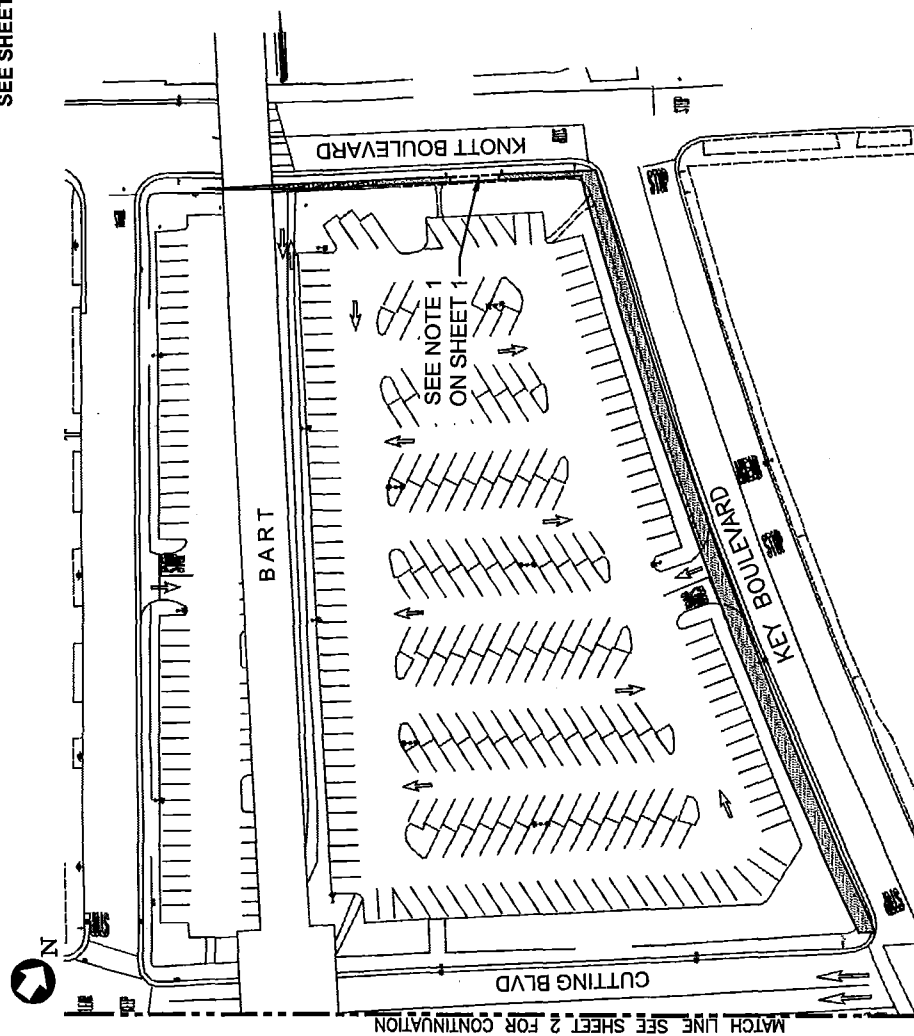
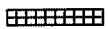


EXHIBIT B
(NOT TO SCALE)
SHEET 3 OF 3

WORK LEGEND

SYMBOL

DESCRIPTION



NEW CONCRETE SIDEWALK



NEW CURB AND GUTTER



NEW CURB RAMP



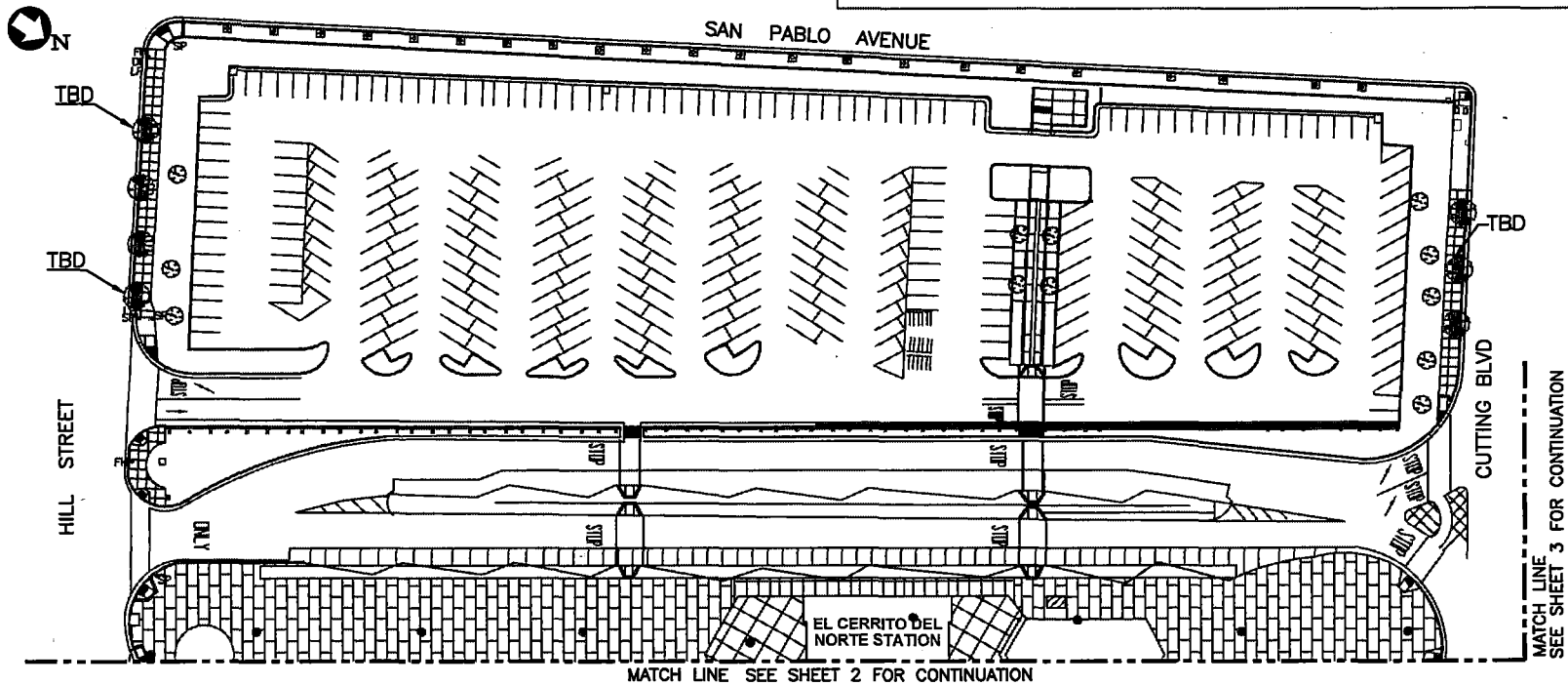
EXISTING TREE TO REMAIN

ABBREVIATION

TBD TO BE DETERMINED

NEW TREE LIST

SYMBOL	BOTANICAL NAME COMMON NAME	TYPE OF PLANT	SIZE	QTY	LOCATION
	GEIJERA PARVIFOLIA AUSTRALIAN WILLOW	TREE	15 GAL	7	AS SHOWN
	PODOCARPUS GRACILIOR AFRICAN YEW PINE	TREE	15 GAL	5	AS SHOWN
	TRISTANIA CONFERTA BRISBANE BOX	TREE	15 GAL	25	AS SHOWN
TOTAL				37	



MATCH LINE SEE SHEET 2 FOR CONTINUATION

MATCH LINE
SEE SHEET 3 FOR CONTINUATION

EXHIBIT C
(NOT TO SCALE)
SHEET 1 OF 5

SEE SHEET 1 FOR WORK LEGEND, ABBREVIATION AND TREE LIST

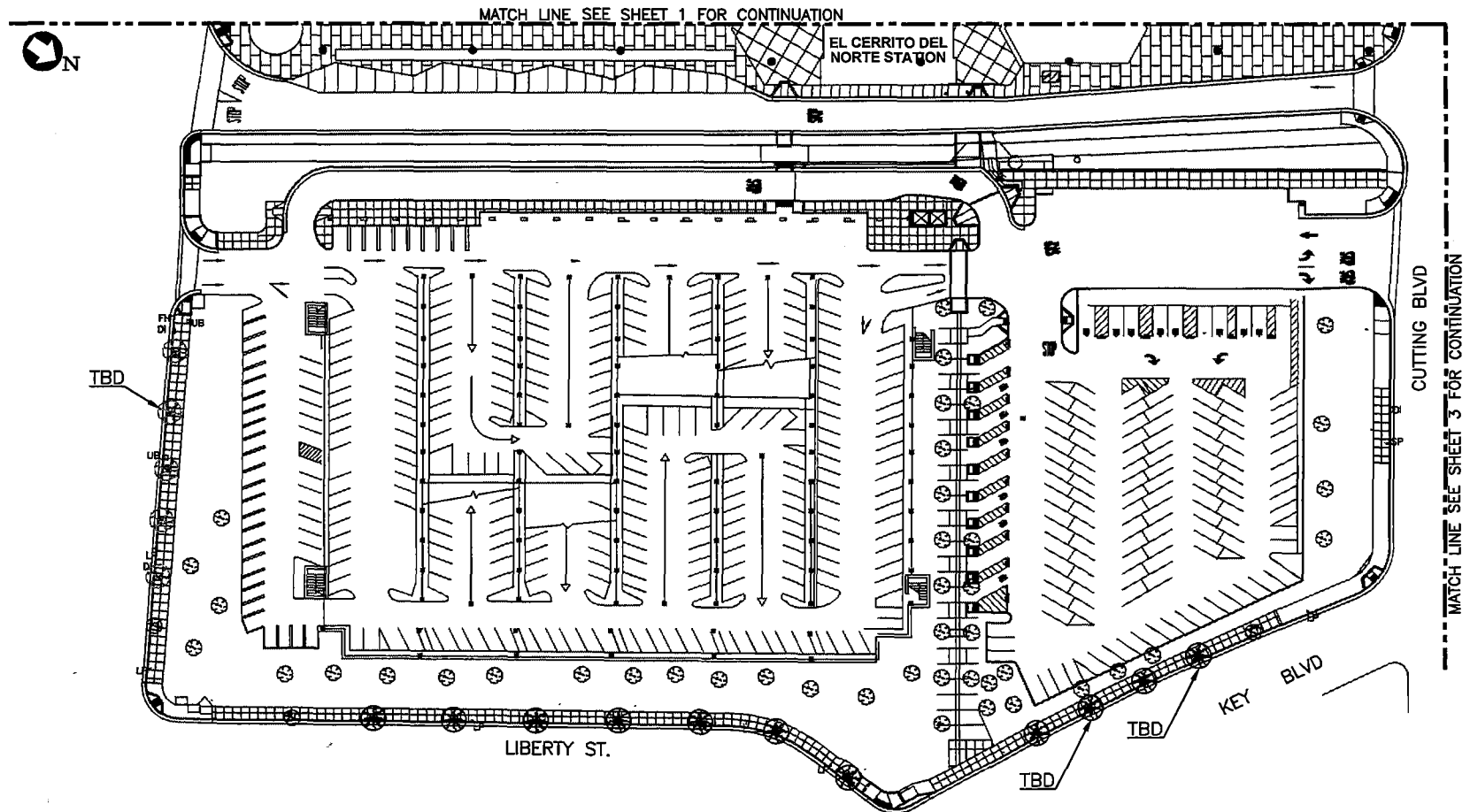


EXHIBIT C
(NOT TO SCALE)
SHEET 2 OF 5

SEE SHEET 1 FOR WORK LEGEND, ABBREVIATION AND TREE LIST

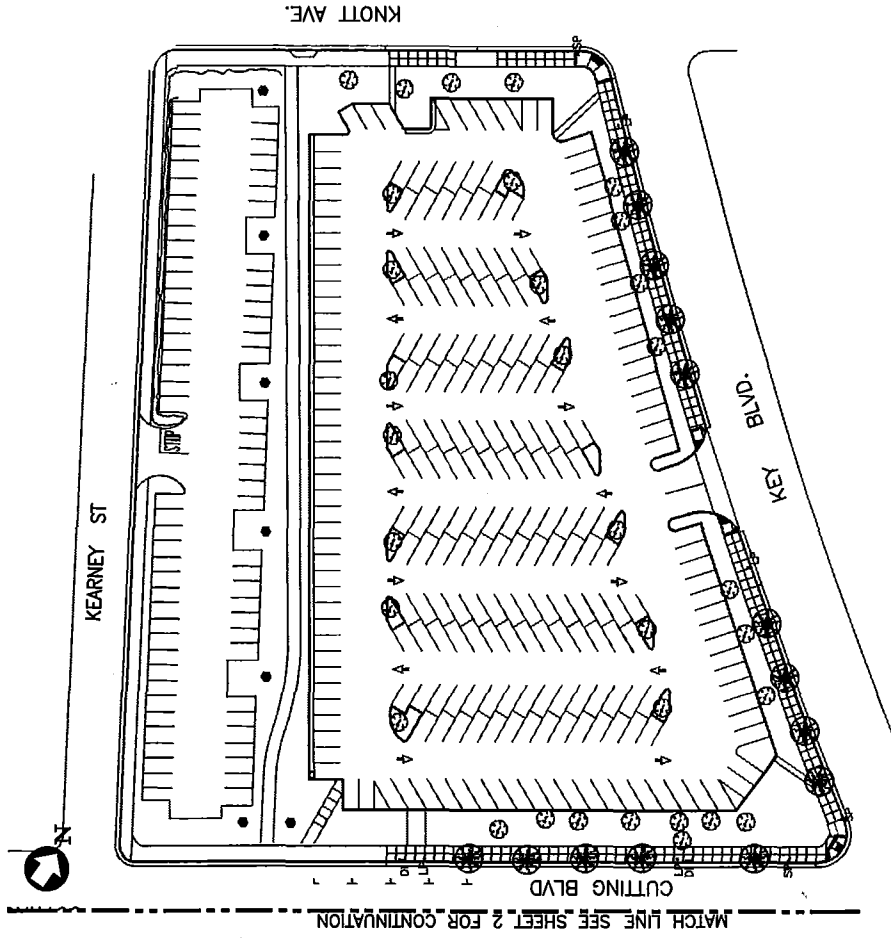


EXHIBIT C
(NOT TO SCALE)
SHEET 3 OF 5

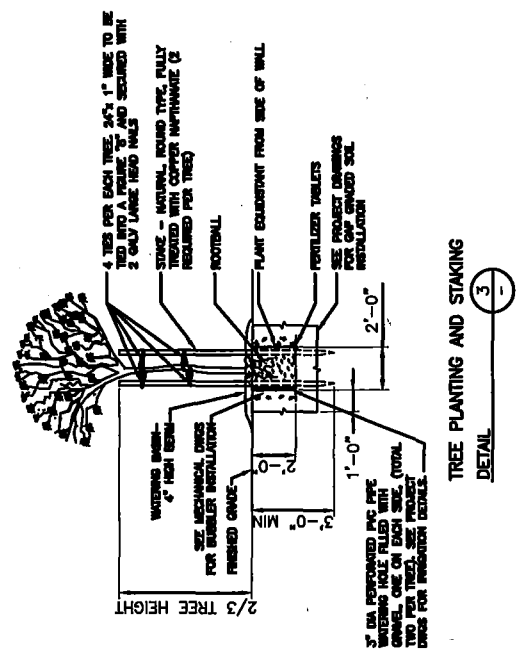
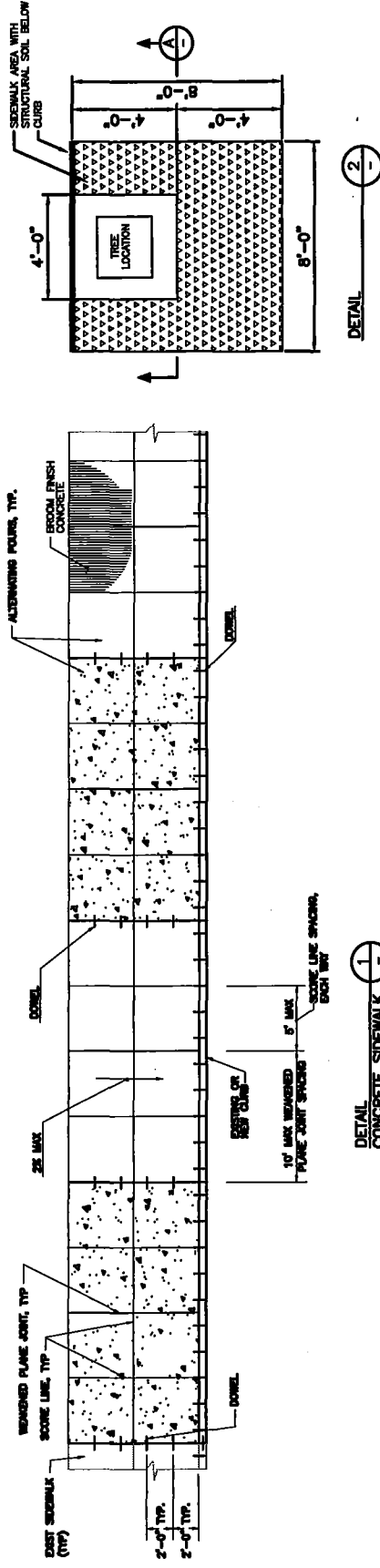
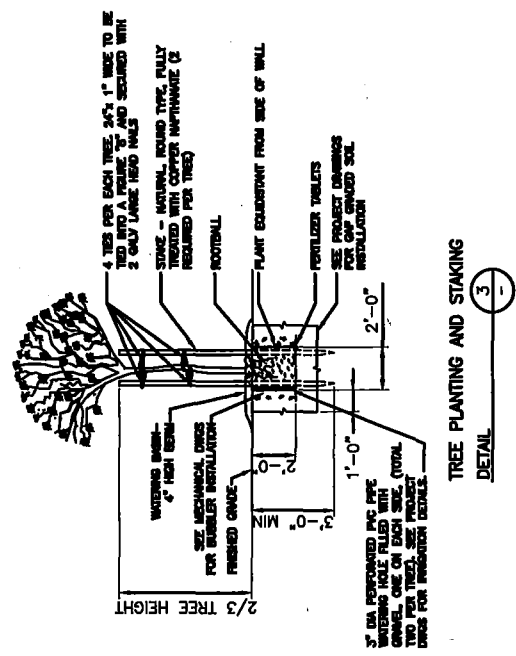
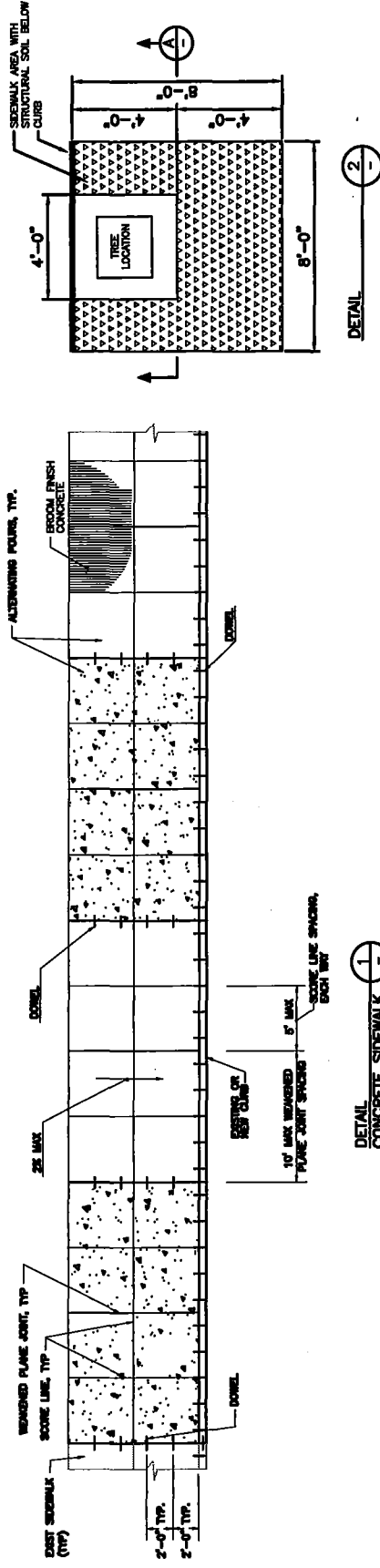


EXHIBIT C (NOT TO SCALE) SHEET 4 OF 5



TREE PLANTING AND STAKING DETAIL 3

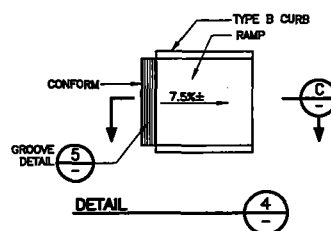
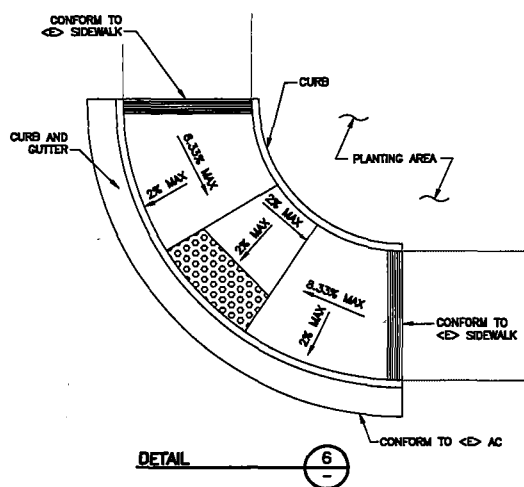
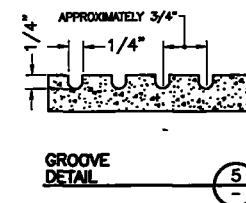
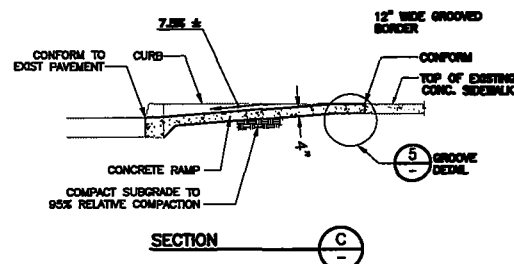
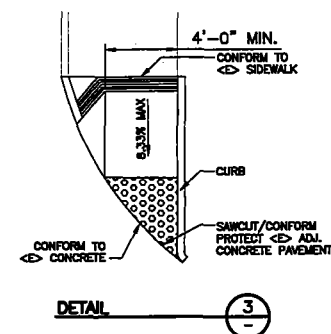
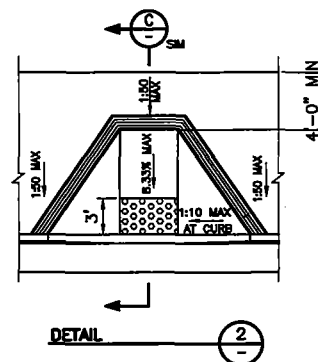
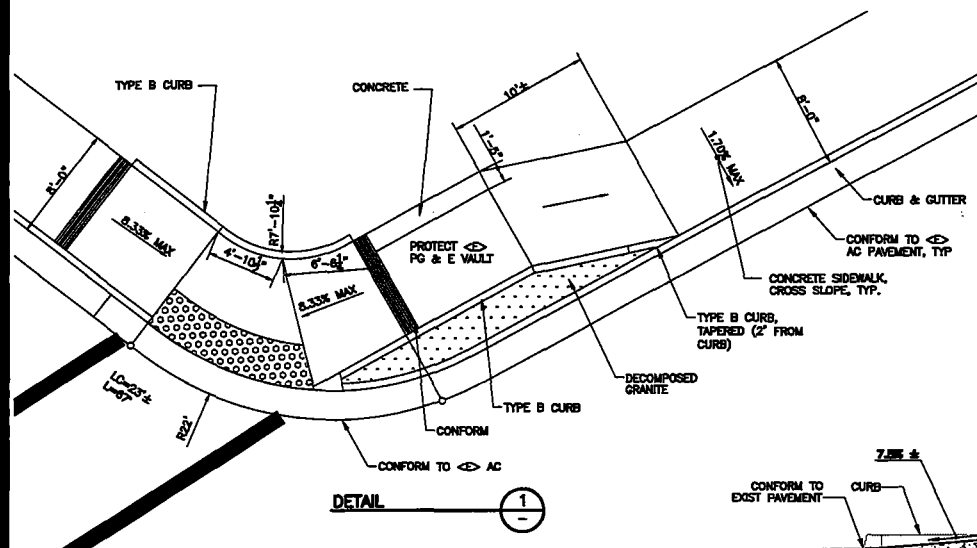


EXHIBIT C
(NOT TO SCALE)
SHEET 5 OF 5

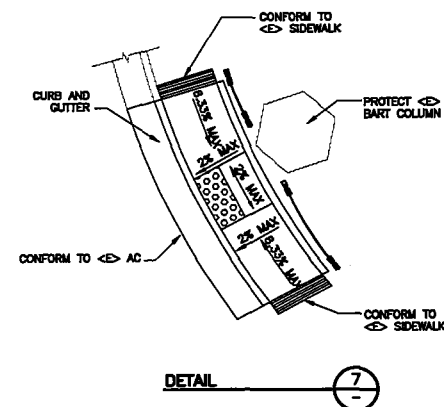
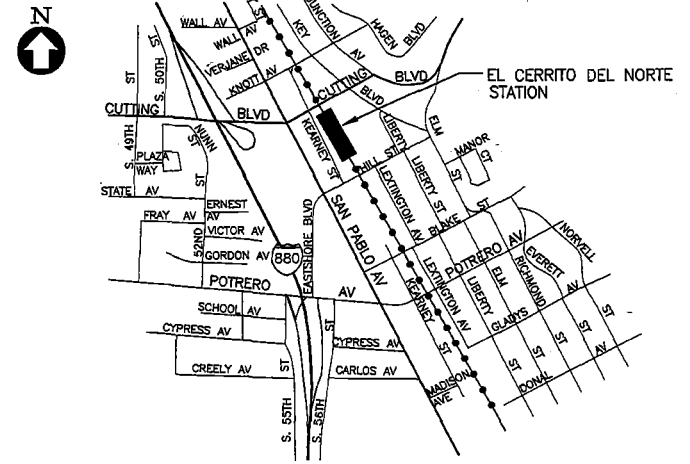
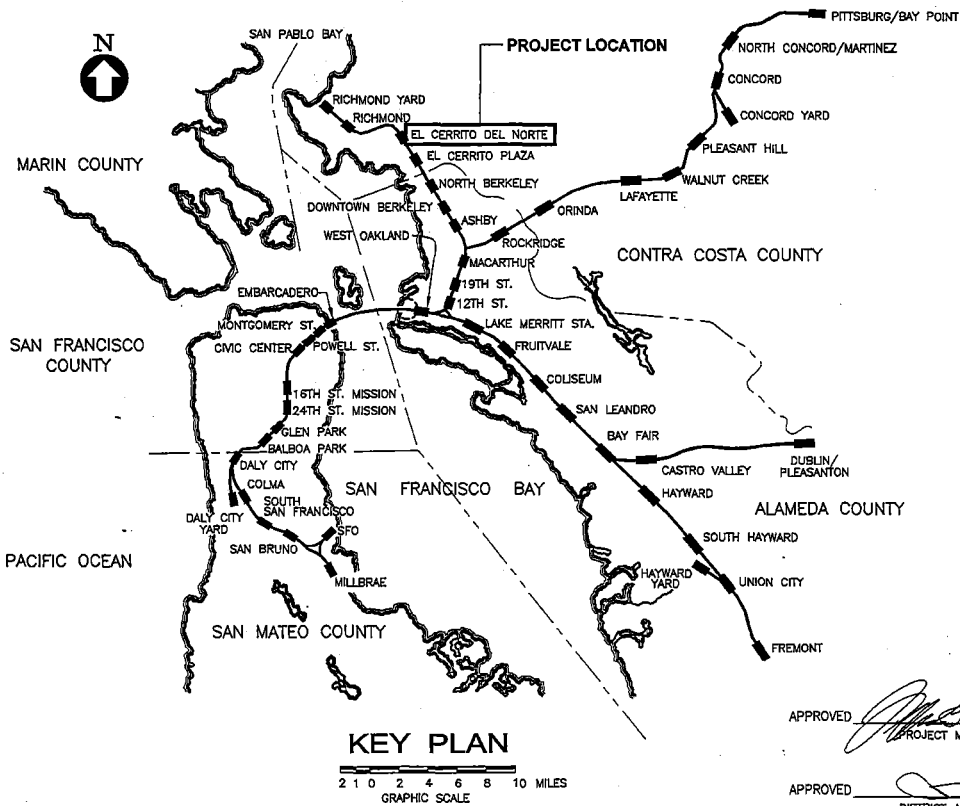


Exhibit D

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

EL CERRITO DEL NORTE STATION SIDEWALK AND WAYFINDING IMPROVEMENTS CONTRACT NUMBER 15NY-110



EL CERRITO DEL NORTE STATION

APPROVED *[Signature]* DATE 4/15/2010
PROJECT MANAGER

APPROVED *[Signature]* DATE 4/15/2010
DISTRICT ARCHITECT

APPROVED *[Signature]* DATE 4/15/10
CHIEF ENGINEER
MAINTENANCE AND ENGINEERING

**CHANGE IN
PROGRESS**

THIS DRAWING IS FOR REFERENCE
ONLY AND IS SUBJECT TO CHANGE

DESIGNED: <i>[Signature]</i> DRAWN: <i>[Signature]</i> CHECKED: <i>[Signature]</i> APPROVED: <i>[Signature]</i> DATE: 04/10										 SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT MANAGER: <i>[Signature]</i> APPROVED BY: <i>[Signature]</i>										EL CERRITO DEL NORTE STATION SIDEWALK AND WAYFINDING IMPROVEMENTS KEY AND GENERAL CONSTRUCTION SITE PLANS CADD FILENAME: SHEET SCALE: D NONE CONTRACT NO. 15NY-110 CONTRACT SHEET NO. G001 PAGE NO. 001									
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~~Exhibit D~~

SYMBOL	TAG	DESCRIPTION OF WORK	SYMBOL	TAG	DESCRIPTION OF WORK	SYMBOL	TAG	DESCRIPTION OF WORK
	1 XXXX	REMOVE TREE/STUMP AND ROOTS, REPLACE WITH <N> TREE, SEE NOTE 13.		15 XXXX	REMOVE CONCRETE, BACKFILL WITH DECOMPOSED GRANITE, IN THE NON-PAVING AREAS		24 XXXX	CONSTRUCT 6" CURB WALL
	2 XXXX	EACH REPLACE CURB AND GUTTER LENGTH IN FT		16 XXXX	AREA IN SF NEW 1-1/2" SCHED 40 HANDRAIL			EXISTING TREE TO REMAIN
	3 XXXX	REPLACE SIDEWALK, SEE NOTE 9 AREA IN SF		17 XXXX	LENGTH REMOVE <E> PAVEMENT AND PLANTING AREA, CONSTRUCT CONCRETE RAMP WITH LANDING			CONCRETE SIDEWALK TO REMAIN
	4 XXXX	REMOVE CONCRETE PAD/ SIDEWALK AND REPLACE WITH PAVEMENT TILES (DIRECTIONAL BARS PATTERN) SET ON NEW CONCRETE (SEE DETAILS ON SHEET C117)		18 XXXX	AREA IN SF PROVIDE WARNING TILE (DIRECTIONAL BARS), SEE NOTE 12			LIGHT POST TO REMAIN AND PROTECTED
	5 XXXX	REMOVE <E> CURB RAMP AND REPLACE WITH NEW CURB RAMP AND TRUNCATED DOMES		19 XXXX	AREA IN SF 3" CONCRETE APRON FOR SLOPE PROTECTION			SIGN POST TO REMAIN AND PROTECTED
	6 XXXX	AREA IN SF REMOVE TREE OR STUMP (ST), PLANTING AREA AND PROVIDE CONCRETE SIDEWALK		20 XXXX	AREA IN SF REMOVE <E> AC OR CONC WALKWAY, CONSTRUCT 4" CONC WALKWAY TO MATCH <E> OHIONE GREENWAY AND <N> CROSSING/LANDING, MAX SLOPE = 5% GRADE AND SLOPE TO DRAIN.			FIRE HYDRANT TO REMAIN AND PROTECTED
	7 XXXX	EACH / AREA IN SF REMOVE TREE OR STUMP (ST), PLANTING AREA AND PROVIDE CONCRETE SIDEWALK		21 XXXX	AREA IN SF REMOVE AND RELOCATE LIGHT AT NEW LOCATION			DROP INLET TO REMAIN AND PROTECTED
	8 XXXX	EACH REMOVE TREE AND PLANT <N> TREE, TO BE DETERMINED BY BART ENGINEER PRIOR TO REMOVAL, SEE NOTE 6 FOR PAYMENT AND NOTE 15 FOR ROOT PRUNING.		22 XXXX	EACH REMOVE OR RELOCATE SIGN AND SIGN POST			
	9 XXXX	EACH PLANT <N> TREE IN EMPTY TREE WELL OR <N> TREE WELL		23 XXXX	EACH PROVIDE ORNAMENTAL METAL FENCE			
	10 XXXX	AREA IN SF REMOVE ASPHALT CONCRETE AND PROVIDE CONCRETE SIDEWALK						
	11 XXXX	EACH PRUNE TREE						
	12 XXXX	AREA IN SF PROVIDE PAVEMENT TILES (DOME PATTERN), SEE NOTE 10						
	13 XXXX	AREA IN SF PROVIDE WARNING TILE (DOME PATTERN), SEE NOTE 12						
	14 XXXX	GRIND AC TO CONFORM TO ADJACENT CURB AND GUTTER						
	15 XXXX	STEEL RAILING PANEL WITH TOE BOARD						

GENERAL NOTES:

- FOR ABBREVIATIONS AND SYMBOLS, SEE SHEETS G003 AND G004.
- FOR CONSTRUCTION PHASING AND TRAFFIC CONTROL PLANS, SEE SHEETS G004 THRU G005.
- FOR DEMOLITION AND NEW LAYOUT OF ELECTRICAL AND MECHANICAL SYSTEMS, SEE ELECTRICAL AND IRRIGATION DRAWINGS.
- EXISTING BASE OR SUBBASE MATERIAL UNDER CONCRETE SHALL BE REMOVED DOWN TO THE LIMITS OF NEW WORK, MAINTAIN EXISTING GRADE ELEVATION UNLESS NOTED OTHERWISE.
- RAISE AFFECTED MANHOLES AND UTILITY BOXES TO NEW GRADE AND CONFORM TO NEW ELEVATION.
- FOR REMOVAL OF TREES TO BE DETERMINED BY BART ENGINEER, CONTRACTOR WILL BE PAID ACCORDINGLY.
- REPLACE CONCRETE CURB RAMP WITH MORE THAN 1/4" LP.
- PROTECT ALL EXISTING UTILITIES AND FACILITIES TO REMAIN.
- THE COST FOR REMOVAL OF ASPHALT CONCRETE, ROOTS, BASE MATERIAL AND WOODEN BOARD SHALL BE INCLUDED IN THE COST OF CONCRETE SIDEWALK REPLACEMENT.
- PAVER TILES SHALL BE INSTALLED (AS SHOWN) ON <E> CURB RAMP, AND SET PROPERLY ON CONCRETE. CONTRACTOR SHALL FIELD VERIFY AND MEASURE EACH LOCATION PRIOR TO ORDERING AND INSTALLATION TO AVOID TRIPPING HAZARD. REPAIR RAMP-IF NECESSARY, SEE NOTE 7.
- DIMENSIONS ARE APPROXIMATE. CONTRACTOR SHALL MEASURE AND INDICATE ON THE SHOP DRAWINGS THE LENGTH OF THE ADA PATH THAT REQUIRES NEW WARNING TILES AND TACTILE PAVERS.
- ADA WARNING TILES SHALL BE APPLIED ON EXISTING SURFACE AT THE PLAZA AND BUS INTERMODAL AREA AND AS PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- FOR NEW TREE PLANTING REQUIREMENTS, SEE SHEETS L100 AND L101.
- ALL QUANTITIES SHOWN ON THE PLAN ARE FIXED. CONTRACTOR SHALL FIELD VERIFY THE QUANTITIES PRIOR TO SUBMITTAL OF BID DOCUMENTS.
- FOR TREES TO REMAIN AFTER ENGINEER'S ASSESSMENT, ROOT PRUNING IS REQUIRED TO THE DEPTH REQUIRED FOR THE CONSTRUCTION OF NEW CONCRETE SIDEWALK, CURB AND GUTTER.
- ADA DETECTABLE WARNING TILE AND DIRECTIONAL BAR TILE COLOR SHALL BE FEDERAL YELLOW.

SYMBOLS AND TAGS SHOWN ARE APPLICABLE TO SHEETS C102 THRU C108 ONLY

CHANGE IN PROGRESS

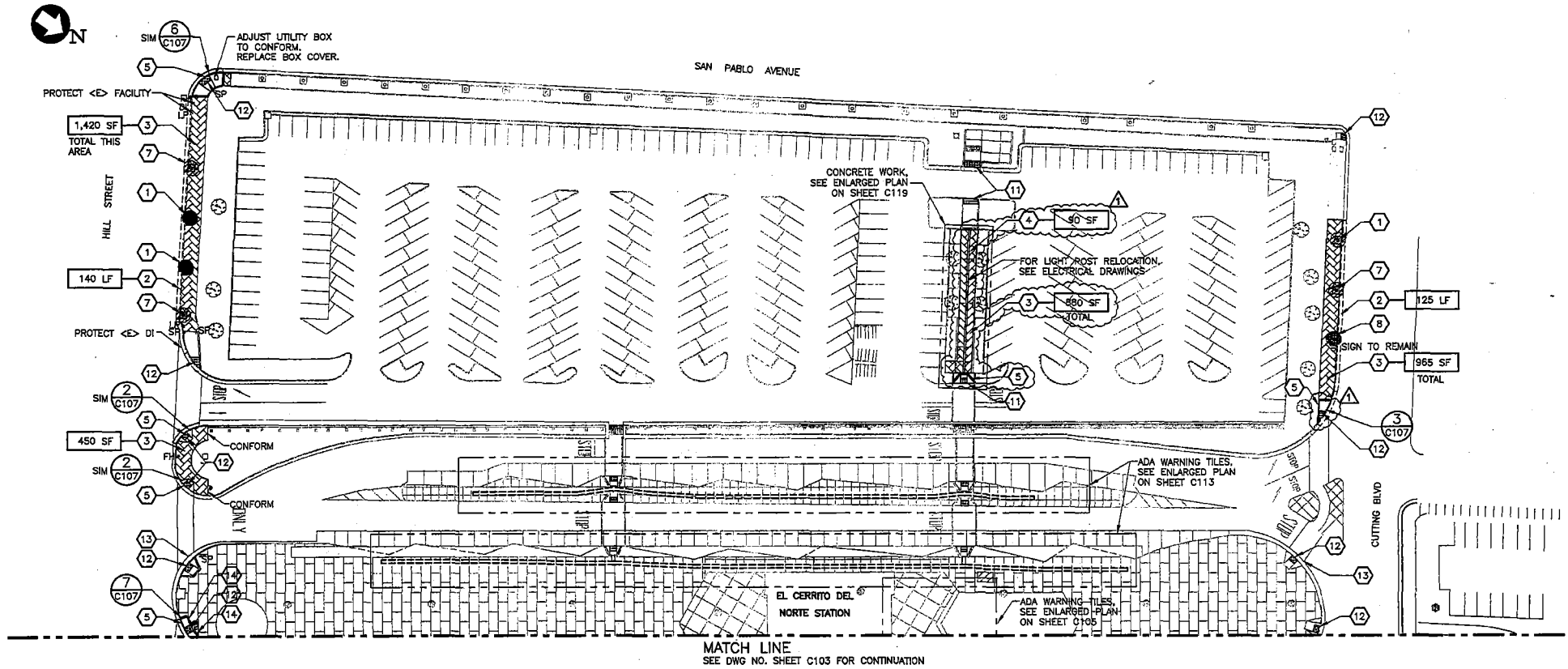
THIS DRAWING IS FOR REFERENCE
ONLY AND IS SUBJECT TO CHANGE

[illegible]

Exhibit D

NOTES:

1. FOR GENERAL NOTES AND WORK LEGEND, SEE SHEET C100.
2. FOR SIGNAGE AND PAVEMENT MARKINGS, SEE SHEET C401.
3. FOR THE FINAL LOCATION OF TREES AND TREE WELLS, SEE LANDSCAPING PLAN ON SHEET L100.



CHANGE IN PROGRESS

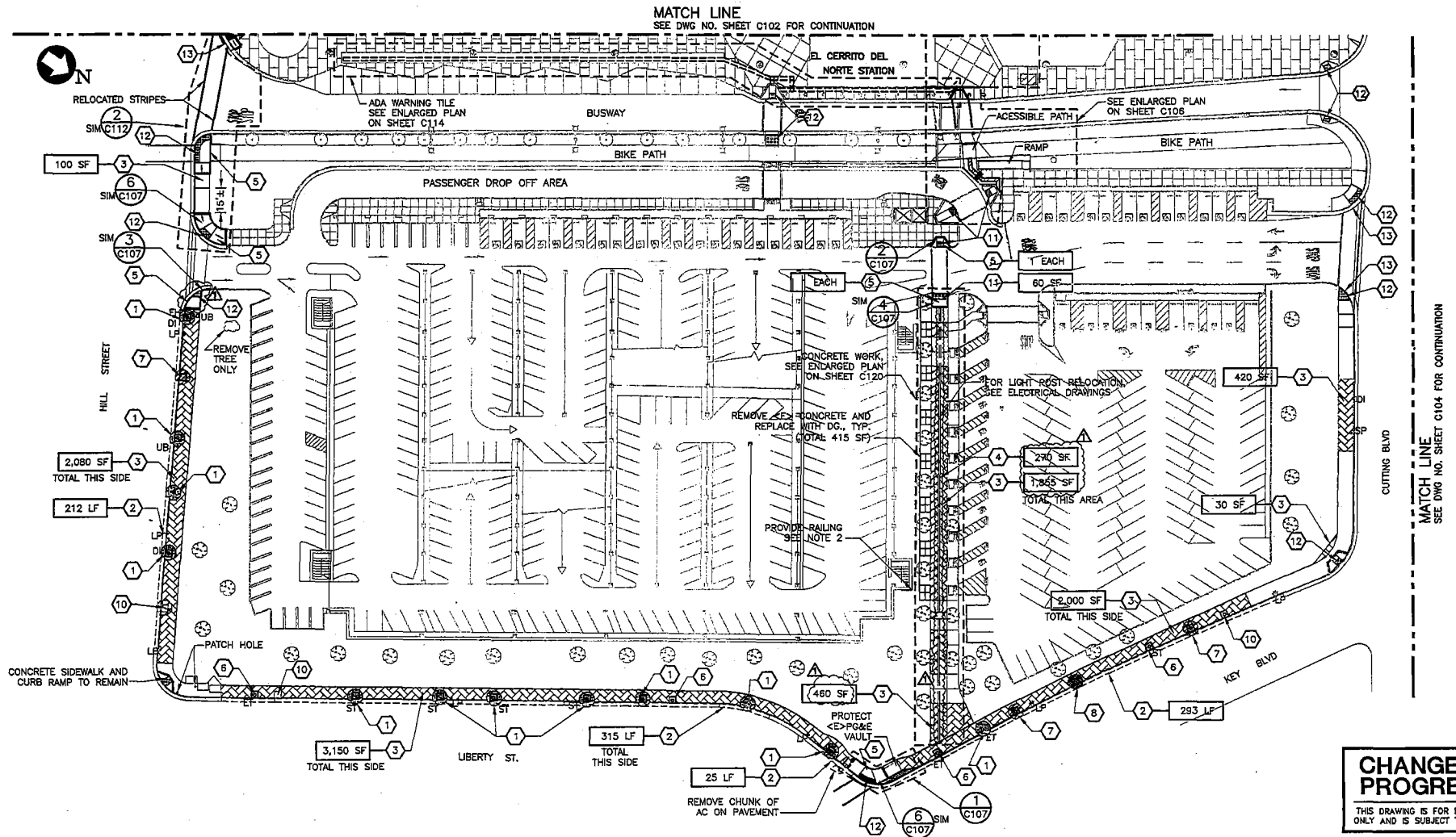
THIS DRAWING IS FOR REFERENCE ONLY AND IS SUBJECT TO CHANGE

01 10/10/10 J. FU REVISED PER BECO EM001713				DESIGNED: E. FULGADO DRAWN: F. CLINTON CHECKED: D. YEE APPROVED: I. LIM DATE: 4/10				ORIGINAL DRAWING BEARS THE REGISTERED PROFESSIONAL ENGINEER SEAL NO.: C49343 AND SIGNATURE OF: I. LIM				SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT MANAGER: J. FU				EL CERRITO DEL NORTE STATION SIDEWALK AND WAYFINDING IMPROVEMENTS APPROVED BY: I. LIM				CAD FILENAME: SIZE/SCALE: 01 1"=30'-0" CONTRACT NO.: 15NY-110 CONTRACT SHEET NO.: C102 REV. 01 PAGE NO. 009			
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~~Exhibit D~~

NOTES:

1. SEE NOTES ON SHEET C102.
2. PROVIDE 15' LONG x 4' HIGH METAL FENCING, SEE NOTE 3 ON SHEET C109 FOR DETAILS.



CHANGE IN PROGRESS

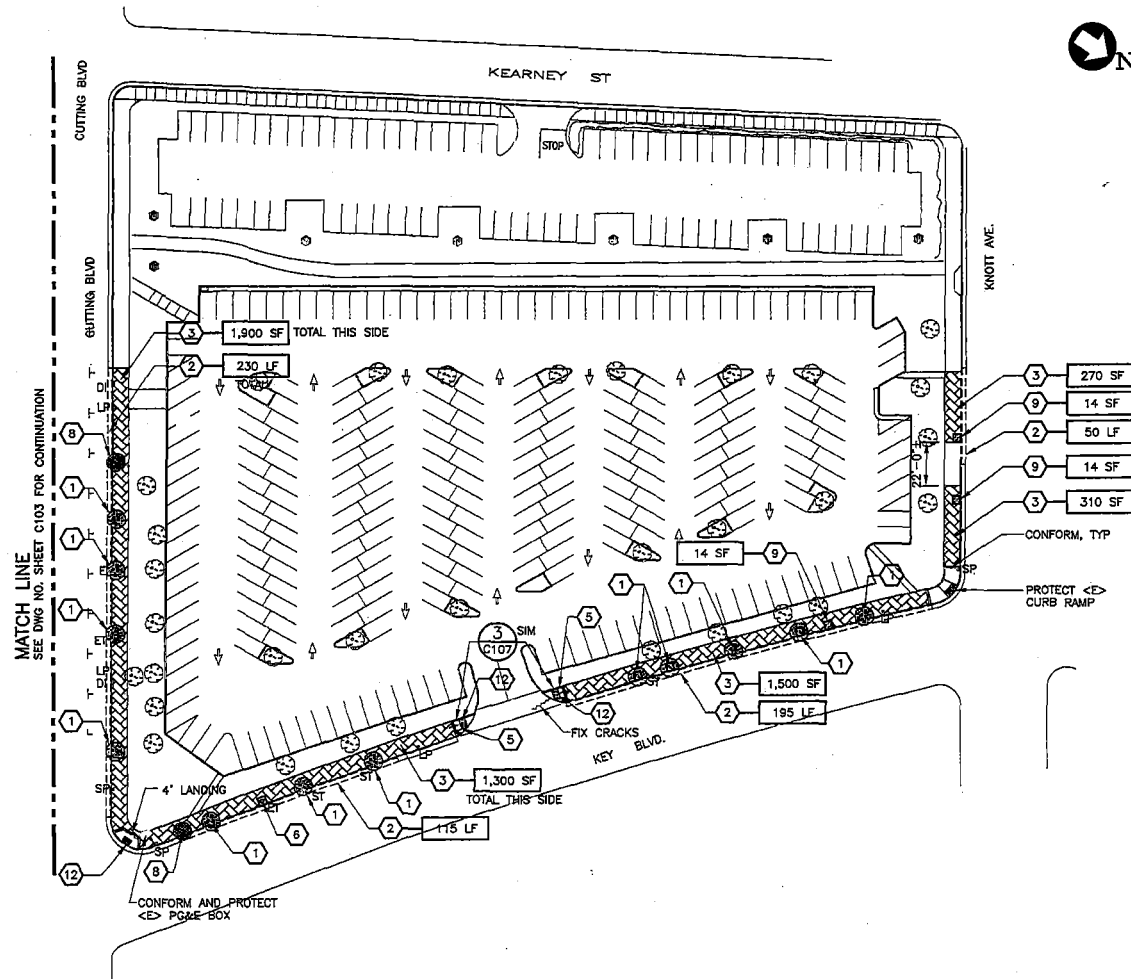
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ONLY AND IS SUBJECT TO CHANGE

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Exhibit D

NOTE:

1. SEE NOTE ON SHEET C102.

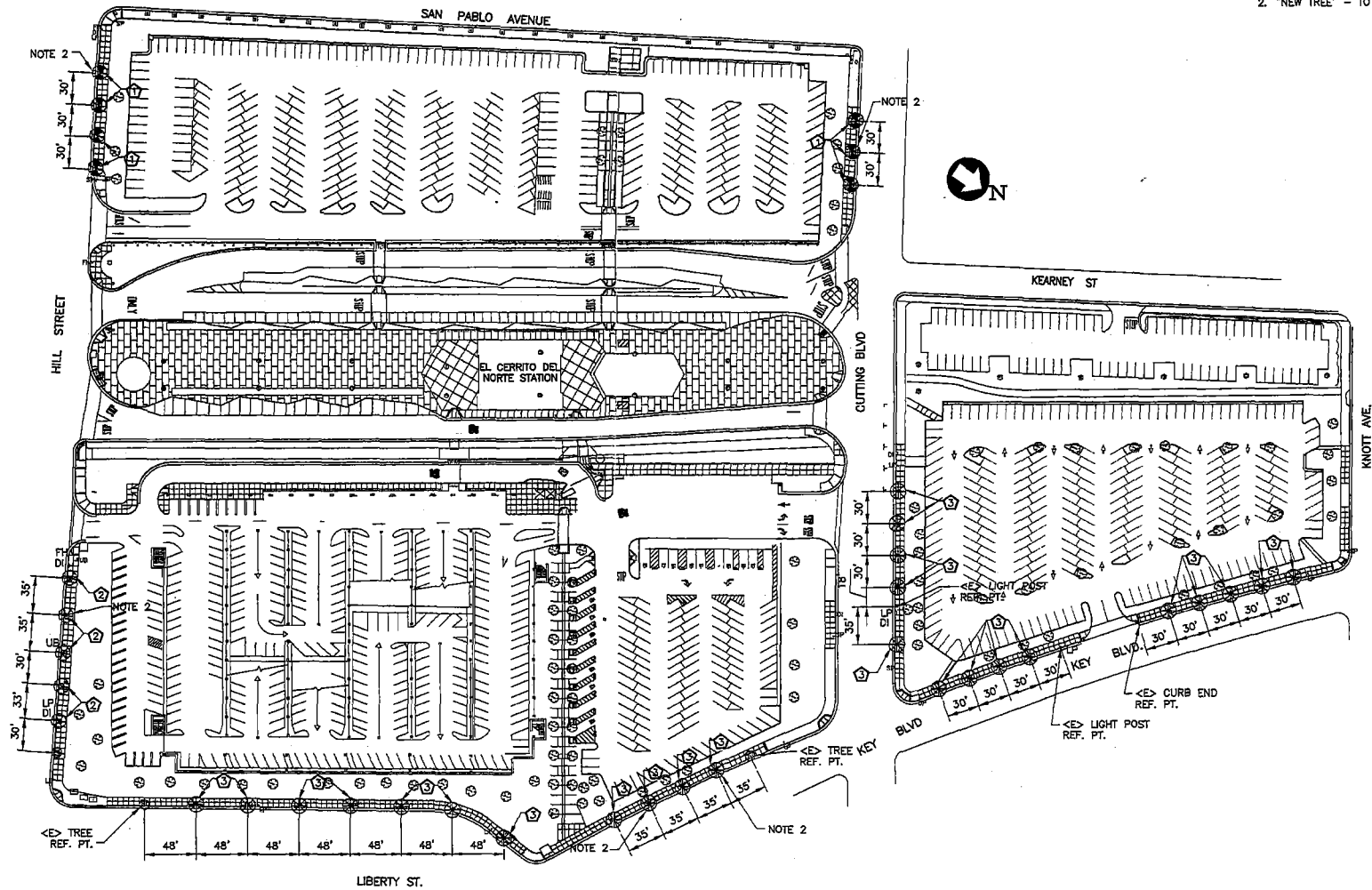


DESIGNED: <i>[Signature]</i> DRAWN: <i>[Signature]</i> CHECKED: <i>[Signature]</i> APPROVED: <i>[Signature]</i> DATE: 04/10				SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT 				EL CERRITO DEL NORTE STATION SIDEWALK AND WAYFINDING IMPROVEMENTS REPAIR WORK PLAN SHEET 3 OF 3				CADD FILENAME: SIZE: SCALE D 1"=30'-0" CONTRACT NO. 15NY-110 CONTRACT SHEET NO. C104 PAGE NO. 011			
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REV.	DATE	BY	CHKD.	APP.	DESCRIPTION	REV.	DATE	BY	CHKD.	APP.	DESCRIPTION	REV.	DATE	BY	CHKD.

Exhibit D

NOTES:

1. SEE SHEET L101 FOR TREE PLANTING DETAILS AND PLANT LIST.
2. "NEW TREE" - TO BE DETERMINED BY BART ENGINEER.

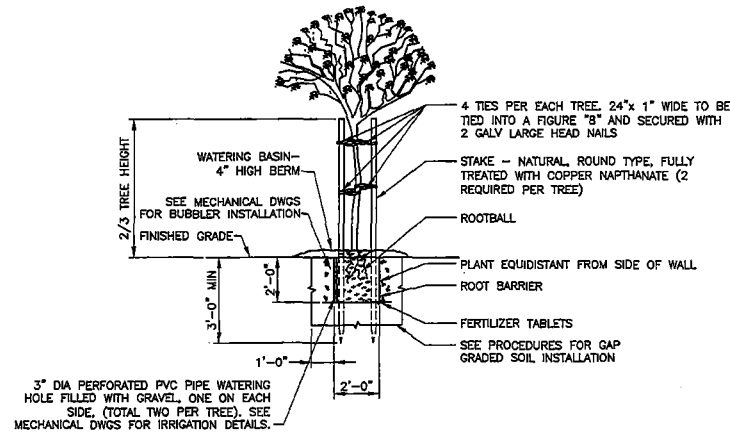


**CHANGE IN
PROGRESS**

THIS DRAWING IS FOR REFERENCE
ONLY AND IS SUBJECT TO CHANGE

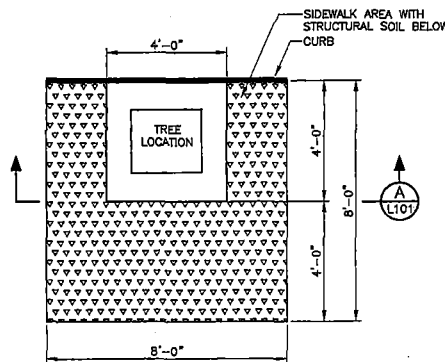
DESIGNED: <i>[Signature]</i> DRAWN: <i>[Signature]</i> CHECKED: <i>[Signature]</i> APPROVED: <i>[Signature]</i> DATE: 04/10				SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT 				EL CERRITO DEL NORTE STATION SIDEWALK AND WAYFINDING IMPROVEMENTS LANDSCAPING PLAN				CADD FILENAME: SIZE/SCALE: 1"=50'-0" CONTRACT NO.: 15NY-110 CONTRACT SHEET NO.: L100				REV: 00 PAGE NO.: 032			
00 04/10 <i>[Signature]</i> 161 DRAWN PER BECO EN001804				REV. DATE BY SUB APP. DESCRIPTION				REV. DATE BY SUB APP. DESCRIPTION				REV. DATE BY SUB APP. DESCRIPTION							

Exhibit D

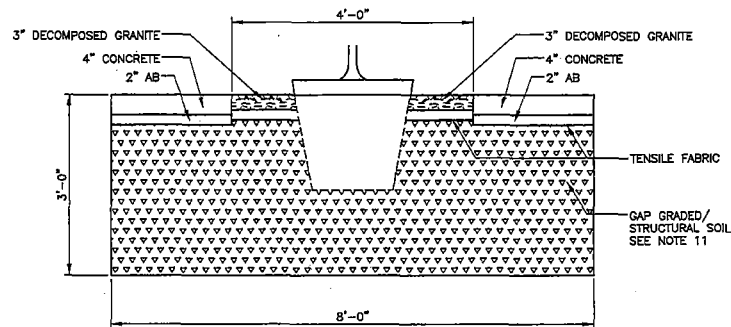


TREE PLANTING AND STAKING

DETAIL
SCALE: 3/8"=1'-0"
TYPICAL



DETAIL
SCALE: 1/2"=1'-0"



SECTION
SCALE: NONE

PLANT LIST

TAG	SYMBOL	BOTANICAL NAME COMMON NAME	TYPE OF PLANT	SIZE	LOCATION
⑤	⊗	GELERA PARVIFOLIA AUSTRALIAN WILLOW	TREE	15 GAL	AS SHOWN
⑤	⊗	PODOCARPUS GRACILIOR AFRICAN YEW PINE	TREE	15 GAL	AS SHOWN
⑤	⊗	TRISTANIA CONFERTA BRISBANE BOX	TREE	15 GAL	AS SHOWN

PROCEDURES FOR GAP GRADED SOIL INSTALLATION

1. EXCAVATE THE 8' WIDE BY 8' LONG AREA BELOW THE SIDEWALK TO A DEPTH OF 36".
2. THIS ACCOUNTS FOR 8" OF SURFACE TREATMENT. IF THE SURFACE IS TO BE THICKER, EXCAVATE TO AS NEEDED TO ASSURE THAT THE GAP GRADED SOIL IS A THICKNESS OF AT LEAST 30".
3. MAKE GAP GRADED SOIL BY MIXING SITE SOIL AND CRUSHED DRAIN ROCK.
4. COMPACT GAP GRADED SOIL IN 8" LIFTS TO 90% PROCTOR
5. BRING THE GRADE UP TO 6" BELOW THE ELEVATION OF THE PAVEMENT SURFACE.
6. PLACE TENSILE FABRIC ON THE TOP OF THE STRUCTURAL SOIL.
7. PLACE 3" OF DECOMPOSED GRANITE ON TOP OF THE FABRIC.
8. POUR CEMENT SURFACE.
9. TREE IS PLANTED AFTER HARDSCAPE IS INSTALLED.
10. WHEN SOIL IS EXCAVATED TO MORE THAN 18", TREES MUST BE PLANTED ON TOP OF A PEDESTAL MADE FROM STRUCTURAL SOIL.
11. STRUCTURAL SOIL SHALL BE CU-STRUCTURAL SOIL OR EQUAL.

**CHANGE IN
PROGRESS**

THIS DRAWING IS FOR REFERENCE
ONLY AND IS SUBJECT TO CHANGE

DESIGNED: <i>[Signature]</i> DRAWN: <i>[Signature]</i> CHECKED: <i>[Signature]</i> APPROVED: <i>[Signature]</i> DATE: 04/10										SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT 										EL CERRITO DEL NORTE STATION SIDEWALK AND WAYFINDING IMPROVEMENTS TREE PLANTING AND STRUCTURAL SOIL DETAILS										CADD FILENAME: SIZE: SCALE: D AS NOTED CONTRACT NO.: 15NY-110 CONTRACT SHEET NO.: L101									
DRAWN PER: BEO01804										MANAGER: <i>[Signature]</i>										APPROVED BY: <i>[Signature]</i>										REV. 00 PAGE NO. 033									

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530
Attention: City Engineer

DRAFT EXHIBIT "E" 8-29-12

EXEMPT FROM RECORDING FEES
PER GOV'T CODE § 27383 AND FROM
DOCUMENTARY TRANSFER TAX PER
REV. AND TAXATION CODE § 11922

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

PORTIONS OF APN: 502-052-006;
502-071-015 AND 502-082-029

EL CERRITO STREETS III
del Norte Station

GRANT DEED FOR PUBLIC RIGHT OF WAY EASEMENT

This Grant Deed for Public Right of Way Easement ("Agreement") is entered into on this ____ day of _____, 2012 ("Effective Date") by and between the San Francisco Bay Area Rapid Transit District, a rapid transit district ("BART" or "Grantor") and owner in fee of that real property described herein, and the City of El Cerrito, a California municipal corporation ("City" or "Grantee")(collectively, the "Parties").

RECITALS

1. Grantor is the owner of the El Cerrito del Norte BART Station, including the underlying real property fee interest located at 6400 Cutting Boulevard, El Cerrito, California 94530 (the "Property").
2. The El Cerrito del Norte BART Station is wholly within the City of El Cerrito, and is accessed by automobiles, transit vehicles, bicycles, and pedestrians.
3. Pursuant to an Agreement between the Parties dated December 6, 1965 (the "1965 Agreement"), the Parties agreed to the widening, modification, relocation and abandonment of City's streets, the relocation or reconstruction of City-owned utility and sewer facilities, the use of certain City streets for BART purposes, certain landscaping along the referenced streets, and the maintenance thereof and other relevant matters (the "1965 Improvements").
4. Pursuant to the 1965 Agreement, the Parties agreed that the City would accept the 1965 Improvements, that BART would transfer any necessary deeds to the City, and that the City would become responsible for maintenance of the 1965 Improvements.
5. Pursuant to an agreement between the Parties dated _____, 2012 (the "2012 Agreement"), the Parties agreed that Grantor would construct certain new improvements including replacement of trees and sidewalks (the "New Improvements"), that Grantee would

inspect and accept the 1965 Improvements and the New improvements, and that Grantor would grant a right of way easement to the Grantee for maintenance of the 1965 Improvements and the New Improvements.

GRANT AGREEMENT

1. Grant of Right of Way Easement. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to Grantee the following right of way easement over the Property, subject to the conditions set forth in this Agreement (the "Right of Way Easement"): those certain parcels shown as either "Easement for Street Widening," "Right of Way for Street Widening" or "Relocated Right of Way for Kearney Street" on the "Record Maps of Right of Way Bay Area Rapid Transit District" sheets RRW43, RRW43A, RRW43B, RRW44 and RRW45, filed for record on October 24, 1975, in Book 1 of BART Maps, at Pages 33 through 37, respectively, in the Office of the Recorder of Contra Costa County, and designated as Parcels R43-1, R43-3, R43-4, R43-7, R43-11, R43-14, R43-16, R43A-1, R43A-3, R43A-4, R43B-1, R44-2, R44-3, R44-6, R45-2, and R45-3, said parcels being portions of other fee areas with the original acquisition documentation as shown on said sheets.

EXCEPTING THEREFROM all that portion of R43B-1 previously conveyed to the State of California by Grant Deed recorded April 13, 1995, as Document Number 95-058023, and subsequently relinquished to the City of El Cerrito by instrument recorded September 28, 2007, as Document Number 2007-0273438-00, Contra Costa County Official Records.

The Right of Way Easement is also subject to restrictions, reservations, easements and other matters of record existing as of the date of this Agreement.

2. Purposes of Right of Way Easement. Grantee may use the Right of Way Easement to maintain, inspect, and repair the 1965 Improvements and the New Improvements; and to maintain, inspect, repair and improve the Right of Way Easement for other street purposes and appurtenances thereto, over, under, along, across and through all the Right of Way Easement, including but not limited to the installation, removal and modification of the street pavement, sidewalk, curb, gutter, pedestrian ramps, landscaping, street trees, lighting, stormwater treatment facilities, storm drain facilities, irrigation, curb markings, traffic control devices, parking signs, waste and recycling receptacles, benches, wayfinding signs, bus shelters, newspaper racks, security cameras, bicycling racks and parking, and other utilities.

3. Use of Right of Way Easement. Grantee must use reasonable care in using its Right of Way Easement and may not unreasonably increase the burden on the Property.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Grant Deed for Public Right of Way Easement as of the Effective Date first written above.

GRANTOR,
San Francisco Bay Area Rapid Transit District

GRANTEE,
City of El Cerrito

By: John McPartland
Its: President of the Board

By: Scott Hanin
Its: City Manager

AND:

ATTEST:

By: Kenneth A. Duron
Its: District Secretary

By: Cheryl Morse
Its: City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: Patricia McCoy Smith
Its: Attorney

By: Sky Woodruff
Its: City Attorney

BART ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

On _____, before me, _____, a Notary Public, personally appeared _____ and _____ who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CITY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, 2012, before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed for Public Right of Way, dated the ____ of _____, 2012, from the San Francisco Bay Area Rapid Transit District or BART, a rapid transit district ("Grantor") to the City of El Cerrito, a municipal corporation ("Grantee"), is hereby accepted on behalf of the City by its City Manager pursuant to authority conferred by Resolution No. _____, adopted by the City Council of the City of El Cerrito on the ____ of _____, 2012, and that the City consents to recordation of the Grant Deed for Public Right of Way by its duly authorized officer.

Dated _____, 2012

CITY OF EL CERRITO,
a California municipal corporation

By: Scott Hanin
Its: City Manager

ATTEST:

By: Cheryl Morse
Its: City Clerk

APPROVED AS TO FORM:

By: Sky Woodruff
Its: City Attorney

1943465.1

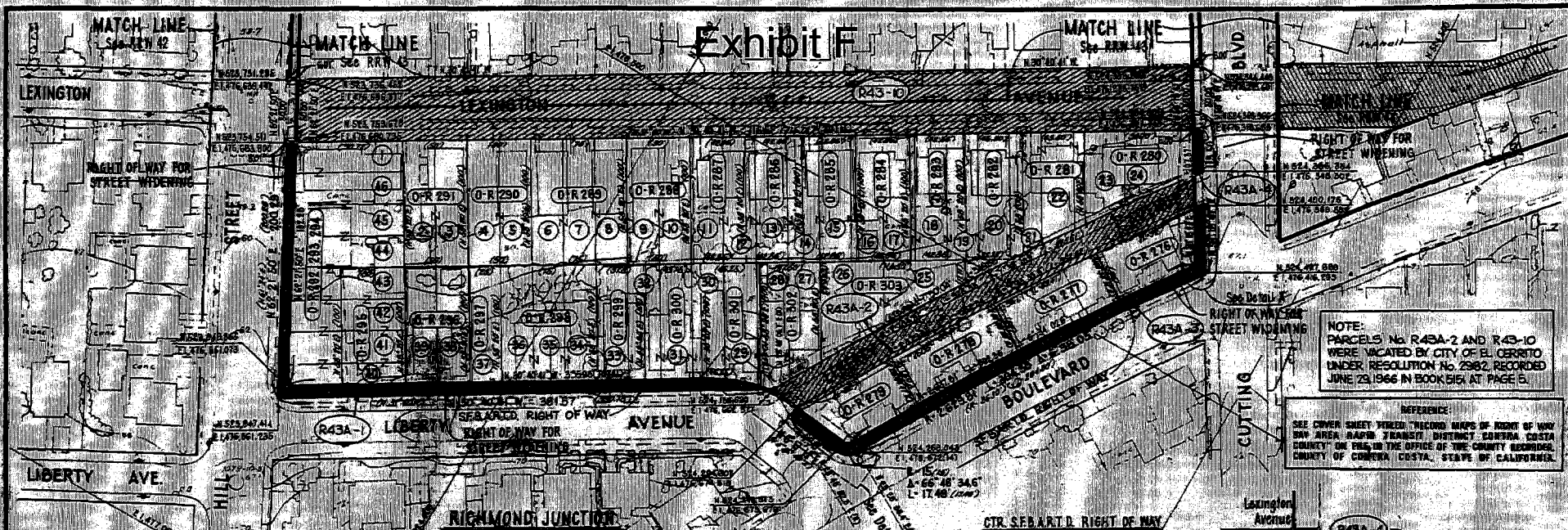
[illegible]

DATE	REVISION	SUBMITTED	APPROVED
4-18-67	Rev. widening @ Kearney & Lexington Sts.	C. J. S.	
4-13-67	Add S.F.B.A.R.T.D. Easement	C. J. S.	
9-23-67	Rev S.F.B.A.R.T.D. R/W Kearney & Lexington	C. J. S.	
11-10-67	Rev Relocated AT&SF R/W	C. J. S.	
3-7-68	Rev S.F.B.A.R.T.D. Emt. line across Cutting	C. J. S.	
2-15-66	Revised Match Lines, R/W notes & Emt.	C. J. S.	
12-1-65	Revised B/W dimension crossing Hill	C. J. S.	
11-18-65	Rev Relocated AT&SF R/W, Relocated Hill and Cutting widening	C. J. S.	
6-30-65	Relocated B.A.R.T.D. Right of Way Lines	C. J. S.	
2-4-65	Lines designating street crossings corrected	C. J. S.	

[illegible]

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
RECORD MAP OF RIGHT OF WAY
BERKELEY - RICHMOND LINE
CERRITO CREEK TO CUTTING BOULEVARD
PRIMARY TRAVERSE STA. TO STA.
PARSONS BRINCKERHOFF - TUDOR - BECHTEL ENGINEERS
DATE JANUARY 22, 1965' SCALE: 1" = 50'
KISTER, SAVID & REI INCORPORATED - SURVEYORS
PACKAGE R-008 CONTRACT R-509 SHEET RRW-43

Exhibit F



NOTE: PARCELS NO. R43A-2 AND R43-10 WERE VACATED BY CITY OF EL CERRITO UNDER RESOLUTION NO. 2982, RECORDED JUNE 23, 1966 IN BOOK 5151 AT PAGE 5.

REFERENCE: SEE OTHER SHEET YIELD TRACING MAPS OF RIGHT OF WAY AREA RAPID TRANSIT DISTRICT, CERRITO, CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

PARCEL No.	NAME	RECORDING DATE	RECORDERS SERIES	REEL	PAGE
O-R 276	William H. and Marjory H. Corkroom	11-2-64	98882	4735	121
O-R 277	John W. and Barbara McKone	12-11-64	11670	4761	33
O-R 278	Ivan Frederick and Bonnie Strehlen	11-2-64	98893	4735	71
O-R 279	Lalban Corporation	6-20-66	45112	5144	63
O-R 280	George E. Ellis	2-26-65	15301	4812	319
O-R 281	William D. and Shirley R. Trexler	2-26-65	15298	4812	314
O-R 282	Harley S. and Dorothy K. Harriok	12-22-64	14571	4768	51
O-R 283	Clemens W. and Natalie E. Pfau	2-26-65	15290	4812	303
O-R 284	Glen H. and Edna L. Gibson	12-10-64	11136	4760	8
O-R 285	Marle W. and Margaret A. Kimberling	12-10-64	11138	4760	11
O-R 286	Charles C. and Alice M. Hoesch	1-19-65	4409	4786	53
O-R 287	Richard and Mary Lovette and Samuel J. Teese	11-10-64	101378	4740	127
O-R 288	Donald B. and Nancy J. Schaefer	12-3-64	109812	4755	51
O-R 289	Clarence L. and Gertrude M. Hamberlin and Gertrude B. Stubbs	12-22-64	114869	4768	46
O-R 290	Anthony Albino and Eleanor Moscola	3-24-65	22832	4830	96
O-R 291	Wanda L. Parker	11-10-64	101360	4740	130
O-R 292	Eddie E. and Catherine E. Brignolo	3-25-65	22836	4830	105
O-R 293		3-25-65	23994	4833	82
O-R 294		3-25-65	22836	4830	105
O-R 295	Caroline Brignolo	1-19-65	4402	4786	39
O-R 296	Zelmer V. and Velma McLaren	11-2-64	98888	4735	130
O-R 297	Joseph T. and Zelia A. Dutra	12-11-64	11666	4761	26
O-R 298		12-11-64	11666	4761	26
O-R 299	James S. and Flora E. Adams	2-17-65	12606	4806	93
O-R 300	Samuel and Hilda Fisk	3-29-65	23996	4833	85
O-R 301	Edward R. and Gladys C. Roberts	4-2-65	25737	4837	150
O-R 302	Alrik A. and Mary Hokans	11-10-64	101395	4740	185
O-R 303	Donald and Chizuko Mayall	12-22-64	114851	4768	17

DETAIL B
Not to Scale

DETAIL A
Not to Scale

Coordinates, Bearings and Distances shown are on the California Coordinate System, Zone III. Multiply distances by 1.000777 to obtain ground level distance.

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
RECORD MAP OF RIGHT OF WAY

BERKELEY-RICHMOND LINE

CERRITO CREEK TO CUTTING BOULEVARD
PRIMARY TRAVERSE STA. TO STA.
PARSONS BRINCKERHOFF - TUDOR - BECHTEL ENGINEERS
DATE JANUARY 22, 1965 SCALE 1" = 50'
KISTER, SAVIO & REI INCORPORATED - SURVEYORS
PACKAGE R-008 CONTRACT R-6.05 SHEET RRW-43A

DATE	REVISION	SUBMITTED	APPROVED
9-30-75	ALTERED TO RECORD MAP OF R/W	ACR	
9-29-71	Moved around close NW R/W to Cutting Blvd at Lexington	A.D.R.	
4-19-67	Rev. widening Detail A, Detail B	C.J.S.	
3-24-67	Added widening Detail B	C.J.S.	
2-15-66	Revised Match Lines; widening notes	C.J.S.	
11-19-65	Delimited Hill and Cutting widening	C.J.S.	
4-9-65	Combined O-R 292, 293 and 294	C.J.S.	

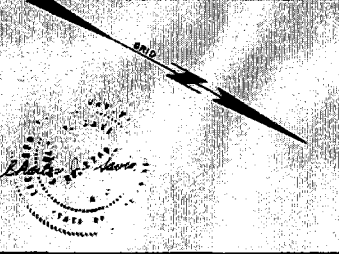
PARCEL NO.	NAME	RECORDING DATE	RECORDERS SERIES	REEL	IMAGE
O-R 798	E. W. McMillan	12-13-65	101331	5012	104
O-R 799	James Pirie and Gisela A. Hart	8-5-66	57006	5177	24
O-R 800	G. A. Eddy	8-5-66	57006	5177	24

Exhibit F



PARCEL NO.	NAME	RECORDING DATE	RECORDERS SERIES	REEL	IMAGE
O-R 761	Harvey Eiland Mary B. Aldal	1-19-69	4404	4786	43
O-R 762	James York and Elyse B. Crampton	2-26-65	15303	4812	322
O-R 763	Russell O. and Hilda V. Devey	1-19-65	4403	4786	41
O-R 764	George P. and Bessie R. Henaley	2-9-65	10289	4801	30
O-R 765	Andrew and Carrie C. Yuzwa, Jr.	6-28-66	47341	5150	186
O-R 766	Kenneth R. and Ann L. Blomgren	1-11-65	2022	4780	56
O-R 767	Peter L. and Lorelle J. Young	12-22-64	114869	4766	48
O-R 768	James P. Milligan	3-11-65	19103	4821	96
O-R 769	Way W. and Isabelle W. Tauter	1-29-65	7605	4794	217
O-R 770	Arthur A. and Astrid M. Soroyan	3-16-65	20374	4824	39
O-R 814	See Street No. 32				
O-R 331	James Pirie and Gisela A. Hart	7-27-67	46384	5419	350

RICHMOND JUNCTION



DATE	REVISION	SUBMITTED	APPROVED
9-30-75	ALTERED TO RECORD MAP OF R/W	ACR	
9-25-71	Alter drafting South side of Cutting to match	ADR	
4-18-67	Rev widening @ Lexington Ave. f Detail A	C.J.S.	
3-18-67	Added R/W for St widening f Detail A	C.J.S.	
1-16-67	Distance breakdown, NE BART R/W line, Cutting to Knott	C.J.S.	
3-7-66	Revised S.F.BARTD Easmt f R/W lines from Cutting to Knott	C.J.S.	
2-15-66	Revised Match Line	C.J.S.	
11-19-65	Delimited O-R 331 f Revised BART R/W	C.J.S.	
11-17-65	Revised BARTD R/W	C.J.S.	
7-2-65	Revised Joint Use Easement BARTD-A74SF	C.J.S.	
7-2-65	Revised O-R's 763 & 764	C.J.S.	
3-19-65	Siwdate North of Knott Blvd	C.J.S.	

Coordinates: Bearings and Distances shown are on the California Coordinate System, Zone III. Multiply distances by 1.0000717 to obtain ground level distance.

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

RECORD MAP OF RIGHT OF WAY

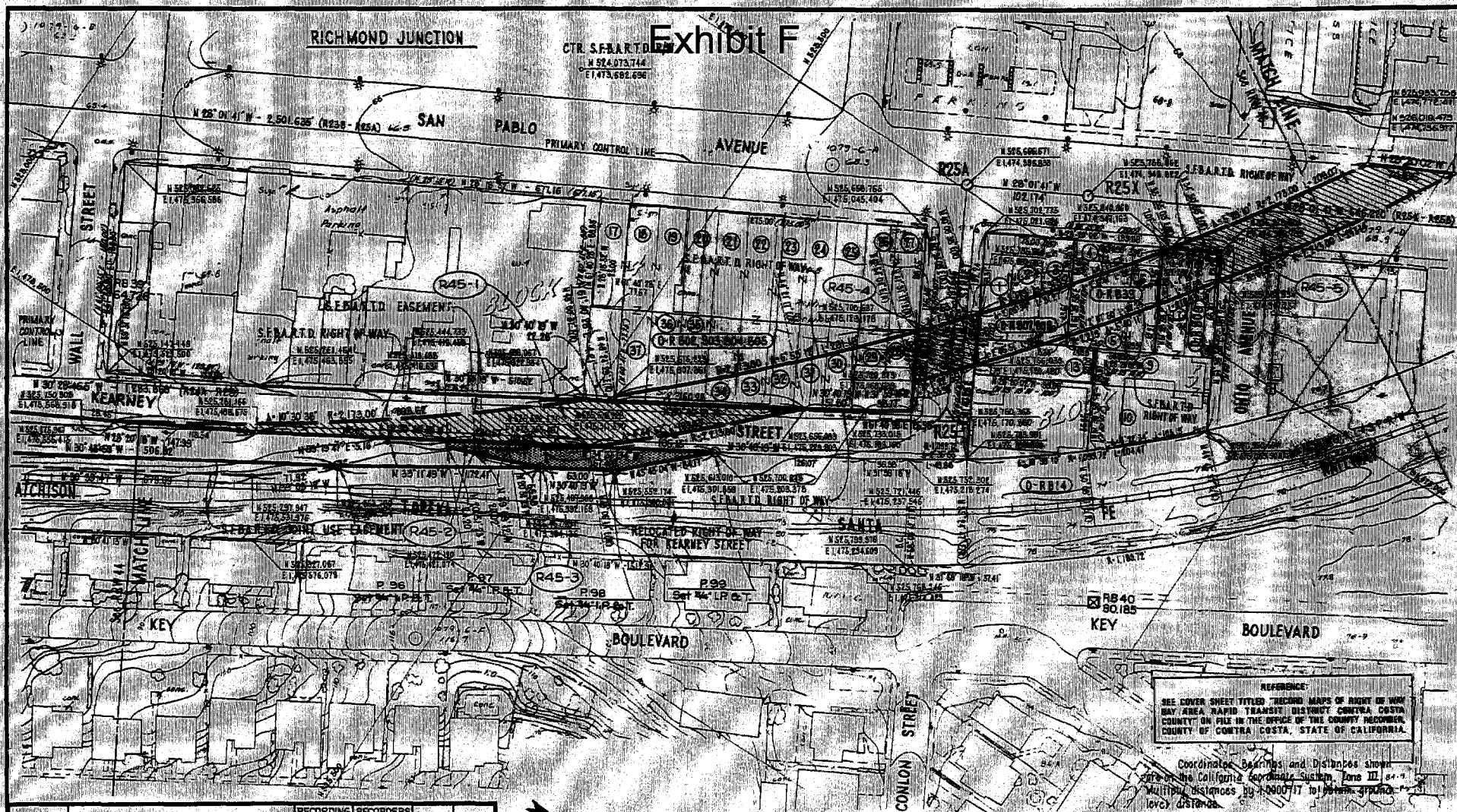
BERKELEY-RICHMOND LINE

CUTTING BOULEVARD TO 21ST STREET

PRIMARY TRAVERSE STA TO STA
PARSONS BRINCKERHOFF - TUDOR - BECHTEL ENGINEERS
DATE JANUARY 22, 1965 SCALE 1" = 50'
KISTEN, SAVIO & NEI INCORPORATED - SURVEYORS
PACKAGE R-008 & R-009 CONTRACT R-509 SHEET R/W 44

Exhibit F

CTR. S.F.B.A.R.T.
N 524 073 744
E 1473 692 690

[illegible]

DATE	REVISION	SUBMITTED	APPROVE
9-30-75	ALTERED TO RECORD MAP OF R/W	ACR	
12-2-66	REV. S.E. BARTD. & Emt Lines Near		
	Relocated R/W for Kearney St.	C.J.S.	
2-15-66	Revised Match Lines.	C.J.S.	
2-14-66	Revised R/W data across San Pablo Ave	C.J.S.	
11-20-66	Removed northern Joint Use Emt.	C.J.S.	
12-30-65	Revised misc R/W data Block 5	C.J.S.	
5-30-65	Revised Joint Use Eastern BARTD-ATFSF	C.J.S.	
5-28-65	Revised D-R B02 in 605 and D-R B08	C.J.S.	

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
RECORD MAP OF RIGHT OF WAY

BERKELEY - RICHMOND LINE

CUTTING BOULEVARD TO 21ST STREET

PRIMARY TRAVERSE STA TO STA
PARSONS BRINCKERHOFF - TUDOR - BECHTEL ENGINEERS
DATE MARCH 19 1965 SCALE 1" = 50'
KISTER, SAVIO & REI INCORPORATED - SURVEYORS
PACKAGE R-009 CONTRACT R-509 SHEET RRW-45



AGENDA BILL

Agenda Item No. 5(D)

Date: September 18, 2012
To: El Cerrito City Council
From: Christopher Jones, Recreation Director
Subject: Co-Sponsorship Application for El Cerrito Trail Trekkers

ACTION REQUESTED

Adopt a resolution authorizing the City Manager to grant free use of meeting room facilities for the El Cerrito Trail Trekker's monthly meetings.

BACKGROUND

The El Cerrito Trail Trekkers is an all volunteer community group whose mission is to restore and improve public pathways in El Cerrito. The Trail Trekkers map and promote pathways and provide guided hikes and other programs. Through their work, the Trail Trekkers improve public access to trails and nature, increase safety and transit options, promote healthy exercise, and improve pathway aesthetics.

The El Cerrito Trail Trekkers raise funds through memberships and grants to support their work. Members also donate materials and hours of labor towards furthering the organization's mission. The Trail Trekkers are sponsored by the El Cerrito Community Foundation, a non-profit, 501(c)3 organization.

The Trail Trekkers are seeking City Co-Sponsorship to use City facilities to house their meetings (currently held at members' homes) thereby increasing community access to them and increasing the awareness of their group in the El Cerrito Community. Co-Sponsorship would also facilitate increased cooperation with the City in the maintenance and building of pathways.

On February 7, 1977 the City Council established a co-sponsorship policy that provides assistance to community non-profit organizations who provide leisure services to El Cerrito residents. The policy contains provisions that assist community organizations in making public facilities and other services available for the growth and continuation of programs, and ensures that public facilities are being used for the best welfare of the community.

On October 6, 1980, the City Council amended the co-sponsorship policy on the recommendation of the Park and Recreation Commission. This policy governs the relationship between the City and non-profit organizations in the provision of recreation programs in the community. The policy was adopted to formalize a procedure in which

Agenda Item No. 5(D)

groups would receive the use of public facilities at a reduced cost and provide priority usage of City facilities.

On March 19, 2001, the City Council approved a process to review all requests from community based organizations for co-sponsored facility use and funding. The process separated out co-sponsorship from funding requests.

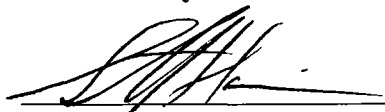
ANALYSIS

The El Cerrito Trail Trekker's mission and practices conform to Administrative Policy/Procedure I A 5 by increasing community involvement and service in El Cerrito as well as providing a community benefit through the improvement and creation of pathways in El Cerrito. The Trail Trekkers Network is not a non-profit 501(c)3 organization but is sponsored by the non-profit El Cerrito Community Foundation. The administrative policy allows for the City Council to determine that this organization is an El Cerrito community based organization and thus eligible for co-sponsorship which is achieved through passage of the attached resolution.

FINANCIAL CONSIDERATIONS

Staff proposes the waiving of associated fees (about \$540 to \$875 per year) associated with the use of a classroom or clubhouse for the El Cerrito Trail Trekker's monthly meetings. In order to minimize the financial impact to the City, staff will work with the Trail Trekkers to use facilities that are not typically rented or house classes during weekday evenings.

Reviewed by:



Scott Hanin, City Manager

Attachments:

1. Resolution

RESOLUTION 2012 – XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING APPROVAL OF CO-SPONSORSHIP FOR THE USE OF A CLASSROOM OR CLUBHOUSE ON A MONTHLY BASIS BY THE EL CERRITO TRAIL TREKKERS AND WAIVING FEES ASSOCIATED WITH THE USE OF A CLASSROOM OR CLUBHOUSE

WHEREAS, on March 19, 2001 the City Council approved a process to review all requests from community-based organizations for facility use and funding; and

WHEREAS, the El Cerrito Trail Trekkers would like to increase community participation by hosting their meetings at a public and accessible space; and

WHEREAS, the El Cerrito Trail Trekkers would like to use a City classroom or clubhouse for their monthly meetings; and

WHEREAS, the City provides support for community-based organizations that have made successful applications to the City for co-sponsored facility use or grants; and

WHEREAS, community organizations through their design, improve and enhance the quality of life in El Cerrito; and

WHEREAS, public facilities are to be used to benefit the El Cerrito community; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby recognizes the El Cerrito Trail Trekkers as a City co-sponsored, community-based organization.

BE IT FURTHER RESOLVED that the City Council approves the El Cerrito Trail Trekker's monthly use of a classroom or clubhouse for the purposes of meetings and classes and waives applicable fees for the usage of the facilities.

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

I CERTIFY that at a regular meeting on September 18, 2012, the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

Agenda Item No. 5(D)
Attachment 1

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on September ____, 2012.

Cheryl Morse, City Clerk

APPROVED:

William C. Jones, III, Mayor

Resolution No. 2012-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO EXPRESSING ITS SUPPORT
FOR MEASURE E ON THE NOVEMBER 6, 2012 PRESIDENTIAL GENERAL ELECTION BALLOT

WHEREAS, the West Contra Costa Unified School District serves to educate the children of the City of El Cerrito; and

WHEREAS, El Cerrito requires quality schools capable of serving its children and their families; and

WHEREAS, the City of El Cerrito seeks to improve safety for students, staff and residents and have school facilities that are accessible to the disabled; and

WHEREAS, the City of El Cerrito desires to have school facilities that have energy efficient lighting, heating and ventilation systems; and

WHEREAS, the City of El Cerrito seeks to enhance property values in neighborhoods with school facilities that are appealing, durable and accessible to the community; and

WHEREAS, the West Contra Costa Unified School District has embarked on an investment program to reconstruct and modernize all of its schools; and

WHEREAS, the West Contra Costa Unified School District Board of Education has placed Measure E on the November 6, 2012 presidential general election ballot; and

WHEREAS, Measure E is a local construction bond measure that will allow West Contra Costa Unified School District to raise additional funds to continue to repair and rebuild its schools throughout the community; and

WHEREAS, local school funds have paid to modernize Harding Elementary, Madera Elementary, and El Cerrito High, and soon will build new schools for Portola Middle and Fairmont as well as fields at El Cerrito High School; and

WHEREAS, the entire community of El Cerrito benefits from investing in our schools and our children.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby supports the goals of Measure E and encourages the voters of the City of El Cerrito to review the language and arguments concerning Measure E and cast their vote on Measure E on the November 6, 2012 presidential general election ballot.

I CERTIFY that at a regular meeting on September 18, 2012 the City Council of the City of El Cerrito 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 September ___, 2012.

Cheryl Morse, City Clerk

APPROVED:

William C. Jones III, Mayor

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 17-1213

**RESOLUTION OF THE BOARD OF EDUCATION OF THE
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
ORDERING AN ELECTION, AND ESTABLISHING
SPECIFICATIONS OF THE ELECTION ORDER**

WHEREAS, the West Contra Costa Unified School District (the "District") wishes to keep our schools safe, drug-free and gang free by providing comparable learning communities throughout the District which are accessible to all students, including the physically disabled; and

WHEREAS, the District wishes to increase post-secondary opportunities for both college preparation and career education and technical job training programs to ensure that local students have the opportunity to learn valuable job skills and provide more students with rewarding, high paying jobs; and

WHEREAS, the District must ensure that local students learn in high quality classrooms, with access to computer technology, internet and networking systems; and

WHEREAS, upgrades and repairs to science labs, classrooms, learning centers, libraries restrooms, plumbing, and roofs are needed for the health and safety of students, as is removing lead paint and asbestos; and

WHEREAS, other schools must be replaced or repaired to meet newer seismic standards as well as new accessibility requirements; and

WHEREAS, notwithstanding concerted and ongoing efforts by the District to obtain sufficient facility money from the State of California (the "State"), the State has been unable to provide the District with enough money for the District to adequately maintain, construct, repair, and equip our schools to provide an effective learning environment for all students; and

WHEREAS, the District may qualify for significant State matching facility improvement money if it were able to contribute to the cost of upgrading its schools and constructing new classrooms; and

WHEREAS, the Board determines that it is necessary to seek additional facility funding to both repair and upgrade District schools and qualify for additional State money; and

WHEREAS, Proposition 46, approved by the voters of the State on June 3, 1986 ("Proposition 46"), amended Section 1(b) of Article XIII A of the California Constitution by adding a provision which exempts from the 1% of full cash value limitation, those ad valorem taxes used to pay for debt service of any bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by voters voting on the proposition; and

WHEREAS, on November 7, 2000 the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act ("Proposition 39") which, as of its effective date,

reduced the voter threshold for ad valorem tax levies used to pay for debt service or bonded indebtedness to 55% of the votes cast on a school district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the "Act") became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight which are contained in Proposition 39 and the Act; and

WHEREAS, the Board hereby determines, in accordance with Opinion No. 04-110 of the Attorney General of the State of California, that the restrictions in Proposition 39 which prohibit any bond money from being wasted or used for administrative salaries or other operating expenses of the District shall be strictly monitored by the Citizens' Oversight Committee; and

WHEREAS, pursuant to Education Code Section 15270, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the Proposition 39 limits per year per \$100,000 of assessed valuation of taxable property; and

WHEREAS, Section 9400 *et seq.* of the Elections Code of the State of California (the "Elections Code") requires that a tax rate statement be contained in all official materials, including any ballot pamphlet prepared, sponsored or distributed by the District, relating to the election; and

WHEREAS, the Board now desires to authorize the filing of a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, pursuant to the California Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, November 6, 2012, and to request that the Contra Costa County Registrar of Voters perform certain election services for the District;

NOW THEREFORE, THE BOARD OF EDUCATION OF THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the Board, pursuant to Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506, hereby requests the Contra Costa County Registrar of Voters to conduct an election under the provisions of Proposition 39 and the Act and submit to the electors of the District the question of whether bonds of the District in the aggregate principal amount not to exceed \$360 million (the "Bonds") shall be issued and sold for the purpose of raising money for the purposes described in Exhibits "A" and "B" hereto. Both exhibits are directed to be printed in the voter pamphlet.

Section 2. That the date of the election shall be November 6, 2012.

Section 3. That the purpose of the election shall be for the voters in the District to vote on a proposition, a copy of which is attached hereto and marked Exhibit "A" and incorporated by reference herein, containing the question of whether the District shall issue the Bonds to pay for

improvements to the extent permitted by such proposition. In compliance with Proposition 39 and the Act, the ballot proposition in Exhibit "A" is subject to the following requirements and determinations:

(a) the proceeds of the sale of the Bonds shall only be used for the purposes set forth in the ballot measure and not for any other purpose, including teacher and administrator salaries and other operating expenses;

(b) that the Board, in establishing the projects set forth in Exhibit "B," evaluated the safety, enrollment trends, capacity, class size reduction and information technology needs of the District as well as the importance of the projects to student achievement and enhanced instruction;

(c) that the Board will prepare an annual, independent performance audit to ensure that the Bond moneys get expended for the projects identified in Exhibit "B" hereto;

(d) that the Board will prepare an annual, independent financial audit of the proceeds from the sale of Bonds to be conducted until all of the Bond proceeds have been expended;

(e) that the Board will appoint a Citizens' Oversight Committee or reappoint an existing committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Elections Code Section 15274; and

(f) that the tax levy authorized to secure the Bonds of this election shall not exceed the Proposition 39 limit per \$100,000 of taxable property in the District when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution.

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506.

Section 5. That the authority for the specifications of this election order is contained in Sections 5322 of the Education Code.

Section 6. That the Contra Costa County Registrar of Voters and the Contra Costa County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 6, 2012 within the District.

Section 7. That the Secretary of the Board is hereby directed to send a certified copy of this Resolution to the Contra Costa County Registrar of Voters no later than August 10, 2012.

Section 8. That the maturity of any Bonds issued pursuant to Section 15264 *et seq.* of the Education Code hereto shall have a maturity not exceeding twenty-five (25) years, and Bonds issued pursuant to Section 53506 of the Government Code shall have a maturity of not exceeding forty (40) years. The maximum rate of interest on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 9. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass be made by any body or official authorized by law to canvass the returns of the election, and that the Board consents to such consolidation. Further, the

District's Superintendent, or designee, is hereby authorized and directed to make any changes to the full text of the measure, or to the abbreviated form of the measure, as may be convenient or necessary to comply with the intent of this Resolution, the requirements of Contra Costa County election officials, and requirements of law.

Section 10. Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of Contra Costa County is requested to permit the Registrar of Voters to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse Contra Costa County, such services to include the printing of the Full Text Ballot Proposition in the voter pamphlet, the publication of a Formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code) pursuant to the terms of Section 5363 of the Education Code and Section 12112 of the Elections Code.

Section 11. That the President of this Board and/or his designees are hereby authorized to prepare and file with the Registrar of Voters both a Tax Rate Statement and a ballot argument in favor of the proposition contained in Exhibit A hereto, or act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument, each within the time established by the Registrar of Voters, which shall be considered the official ballot arguments of this Board as sponsor of the proposition.

ADOPTED, SIGNED AND APPROVED this 1st day of August, 2012.

BOARD OF EDUCATION OF THE WEST CONTRA
COSTA UNIFIED SCHOOL DISTRICT

By _____
President

Attest:

Secretary

STATE OF CALIFORNIA)
)
CONTRA COSTA COUNTY)

I, Bruce Harter, do hereby certify that the foregoing is a true and correct copy of Resolution No. 17-1213, which was duly adopted by the Board of Education of the West Contra Costa Unified School District at meeting thereof held on the 1st day of August, 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By _____
Secretary

EXHIBIT A

| “To make schools safe, complete essential health/safety repairs, qualify for State matching grants, shall West Contra Costa Unified School District upgrade schools for earthquake safety and handicap accessibility, remove asbestos, upgrade **science labs**, restrooms, vocational classrooms, technology and energy systems to reduce costs, install lighting and security systems, and acquire, repair, construct, equipment, sites and facilities, by issuing \$360,000,000 in bonds within legal rates and bonding capacity limits with independent audits, citizen oversight, and no money for administrators’ salaries?”

EXHIBIT B

FULL TEXT BALLOT PROPOSITION OF THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT BOND MEASURE ELECTION NOVEMBER 6, 2012

“WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT STUDENT SAFETY/CLASSROOM REPAIR MEASURE.

To make schools safe, complete essential health and safety repairs, qualify for State matching grants, shall West Contra Costa Unified School District:

- upgrade schools for earthquake safety and handicap accessibility,
- remove asbestos,
- **upgrade science labs,**
- upgrade restrooms, vocational classrooms, technology and energy systems to reduce costs,
- install lighting and security systems,
- acquire, repair, construct equipment, sites and facilities

by issuing \$360,000,000 in bonds within legal rates and bonding capacity limits with independent audits, citizen oversight, and no money for administrators' salaries?"

PROJECT LIST

The Board of Education of the West Contra Costa Unified School District certifies that it evaluated the District's urgent and critical school needs, including school and student safety issues, enrollment trends, class size reduction, overcrowding, energy efficiency and computer technology, seismic safety requirements, and aging, outdated or deteriorating school buildings in developing the scope of projects to be funded. In developing the scope of projects, the District has prioritized the key health and safety and sustainability needs so that the most critical school site needs are addressed. The Board conducted an evaluation at all school sites and received public input in developing the scope of school projects to be funded. This input concluded that if these needs were not addressed now, the problem would only get worse and more expensive to address in the future. In approving this Project List, the Board of Education determines that the District should:

- (i) Provide classrooms for job training to prepare students for the workforce.
- (ii) Upgrade classrooms to support core academics, math, science, reading and writing.
- (iii) Upgrade computer and science labs.
- (iv) Qualify for millions of dollars of State matching funds.
- (v) Provide good after-school program space so kids are safe from gangs and drugs.
- (vi) Adhere to specific FISCAL ACCOUNTABILITY safeguards such as:
 - (a) Sacramento will be prohibited from taking any of the funds raised.

- (b) All expenditures will be subject to annual independent financial audits.
- (c) No funds will be used for administrators' salaries and pensions.
- (d) All funds will be subject to local control and provide improvements, at all of our schools.
- (e) An independent citizens' oversight committee will be appointed to ensure that all funds are spent only as authorized.

The Project List includes the following types of projects:

School Renovation, Repair and Upgrade Projects

Goal and Purpose: Schools will benefit from the renovation, repair and upgrade of deteriorating, outdated school buildings, science labs, classrooms, computer learning centers and school libraries and equipment, to ensure compliance with handicap accessibility requirements and that students and teachers have the resources they need to excel and students be prepared for college and the real world when they graduate:

- Repair, upgrade and replace worn-out leaking roofs.
- Replace existing wiring systems to meet current electrical and accessibility codes.
- Additional electrical service capacity to relieve currently overloaded electrical systems.
- Replace existing water, sewer, plumbing and storm drain systems to meet current codes, including the elimination of lead-containing fixtures.
- Upgrade aging and deteriorating school restrooms.
- Provide improved, upgraded computer labs.
- Upgrade and equip classrooms, science labs and multipurpose rooms and facilities.
- Federal and State-mandated Americans with Disabilities Act (ADA) accessibility upgrades.
- Replace old, portable classrooms.
- Upgrade aging schools.

School Health, Safety and Security, Earthquake Safety and Energy Efficiency School Projects

Goal and Purpose: To ensure that the learning process is not interrupted by gangs and drugs or juvenile crime, to maintain healthy students and improve daily attendance, to help attract and retain excellent teachers, and to deter vandalism, schools and school sites will benefit from a variety of health and safety projects, such as:

Student Safety

- Install new security systems, such as security (surveillance) cameras, outdoor lighting, fencing, gates and classroom door locks.
- Remove or abate asbestos, lead paint, mold and hazardous materials.

- Upgrade emergency communication systems.
- Fire alarm systems upgraded to automatic systems, repair fire safety equipment, add sprinklers and fire safety doors.
- Upgrades to schools to meet handicap accessibility requirements.
- Replace/upgrade existing signage, bells and clocks.
- Upgrade site playground equipment replacement to meet current safety standards.

Energy Efficiency-Returning Savings to the Classrooms.

- Install energy efficient systems, including solar panels, energy efficient heating, ventilation and cooling systems for cost savings and energy efficiency.
- Replace existing window systems with energy efficient systems.
- Replace older ceilings, heating, ventilation, air conditioning and lighting systems with building code compliant, energy efficient systems.

District-Wide Wiring and Instructional Technology For Effective Learning Environment and Job Training Projects

Goal and Purpose: To upgrade computer technology, improve both current instruction methods and to expand job training programs by applying modern technology infrastructure:

- Update computer labs.
- Provide and maintain upgraded technology, data and communication equipment.
- Upgrade and expand wireless systems, telecommunications, Internet access.
- Upgrade and replace computers, hardware and software systems.
- Upgrade and replace classroom furniture, equipment and instructional aids.
- Upgrade media and audio/visual equipment.
- Expand bandwidth to allow student greater access to the Internet.
- Install up-to-date learning technology and equipment used in job training programs.

Listed building, repair and rehabilitation projects and upgrades will be completed as needed. Each project is assumed to include its share of furniture, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. In addition to the listed repair and construction projects stated above, the Project List also include the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease or capital facility note obligations including interim funding incurred to advance fund projects from the Project List, or the reimbursement of the District for such reduction, **as well as the refinancing of outstanding general obligation bond debt of the District**, the construction of new classrooms or schools, if necessary to serve students, the acquisition of land, the construction or remodeling of administrative support spaces, installation of signage and fencing, the payment of the

costs of preparation of all facility planning, facility assessment reviews, facility master plan updates, environmental studies (including environmental investigation, remediation and monitoring) and construction documentation, gymnasium upgrades, temporary housing of dislocated District activities caused by bond projects and the completion of projects authorized under the District's Measure M, Measure D, Measure J and 2010 Measure D projects, previously approved by the voters. The upgrading of technology infrastructure includes, but is not limited to, computers, LCD projectors, portable interface devices, servers, switches, routers, modules, sound projection, card access systems, laser printers, digital white boards, document projectors, upgraded voice-over IP, call manager and network security/firewall, and other miscellaneous equipment and software. In addition to the projects listed above, the repair and renovation of each of the existing school facilities may include, but not be limited to, some or all of the following: renovation of student and staff restrooms; repair and replacement of heating, air conditioning and ventilation systems; upgrade of facilities for energy efficiencies and to reduce fire risks; repair and replacement of worn-out and leaky roofs, windows, walls doors and drinking fountains; demolition of unsafe schools or facilities; installation wiring and electrical systems to safely accommodate computers, technology and other electrical devices and needs; repair and replacement of fire alarms, emergency communications and security systems; resurfacing or replacing of hard courts, turf and irrigation systems and campus landscaping; build/renovate new gymnasiums, pools and high school stadiums; upgrade or replace inadequate libraries, multi-purpose rooms and kitchens; upgrade locker rooms; install lunch shelters, artificial turf, and bleachers; improve sanitation and recycling; expand parking; build new stadium; install interior and exterior painting and floor covering; replacement of portable classrooms; installation of covered walkways or shelters; addition of administrative support spaces; upgrade school site kitchens; repair rubberized play apparatus surfaces; demolition; and construction of various forms of storage and support spaces; upgrade classrooms; repair, upgrade and install interior and exterior lighting systems; replace water and sewer lines and other plumbing systems; and replace outdated security fences and security systems. The allocation of bond proceeds will be affected by the District's receipt of State matching funds and the final costs of each project. In the absence of State matching funds, which the District will aggressively pursue to reduce the District's share of the costs of the projects, the District will not be able to complete some of the projects listed above. Some projects may be undertaken as joint use projects in cooperation with other local public or non-profit agencies. Possible joint-use projects could include any of the following at various school sites: libraries, gymnasiums, athletic facilities, daycare centers, preschools and career technology centers. The budget for each project is an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans are finalized, construction bids are awarded and projects are completed. Based on the final costs of each project, certain projects described above may be delayed or may not be completed. Demolition of existing facilities and reconstruction of facilities scheduled for repair and upgrade may occur, if the Board determines that such an approach would be more cost-effective in creating more enhanced and operationally efficient campuses. Necessary site preparation/restoration may occur in connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing or installing irrigation, storm drain, and utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, licenses, or rights of way to the property. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to bond projects. Bond proceeds shall only be expended for the specific purposes identified herein. In order to fund the projects and prior to the issuance of any bonds authorized by this Measure, the District may seek a waiver from the State Board of Education of the applicable bonding limit requirements of Section 15106 of the Education Code. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code § 53410.

NO ADMINISTRATOR SALARIES. PROCEEDS FROM THE SALE OF THE BONDS AUTHORIZED BY THIS PROPOSITION SHALL BE USED ONLY FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, REHABILITATION, OR REPLACEMENT OF SCHOOL FACILITIES, INCLUDING THE FURNISHING AND EQUIPPING OF SCHOOL FACILITIES, AND NOT FOR ANY OTHER PURPOSE, INCLUDING TEACHER AND SCHOOL ADMINISTRATOR SALARIES AND OTHER OPERATING EXPENSES.

FISCAL ACCOUNTABILITY. THE EXPENDITURE OF BOND MONEY ON THESE PROJECTS IS SUBJECT TO STRINGENT FINANCIAL ACCOUNTABILITY REQUIREMENTS. BY LAW, PERFORMANCE AND FINANCIAL AUDITS WILL BE PERFORMED ANNUALLY, AND ALL BOND EXPENDITURES WILL BE MONITORED BY AN INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE (EDUCATION CODE SECTION 15278 ET SEQ.) TO ENSURE THAT FUNDS ARE SPENT AS PROMISED AND SPECIFIED. THE CITIZENS' OVERSIGHT COMMITTEE MUST INCLUDE, AMONG OTHERS, REPRESENTATION OF A BONA FIDE TAXPAYERS ASSOCIATION, A BUSINESS ORGANIZATION AND A SENIOR CITIZENS ORGANIZATION. NO DISTRICT EMPLOYEES OR VENDORS ARE ALLOWED TO SERVE ON THE CITIZENS' OVERSIGHT COMMITTEE.



League of Women Voters of California Education Fund

SUPPORT
SMART VOTER!

Contra Costa County, CA

November 6, 2012 Election



Measure E
Bond Measure
West Contra Costa Unified School District
 55% Approval Required

See Also: [Index of all Measures](#)

Information shown below: [Arguments](#) |

To make schools safe, complete essential health/safety repairs, qualify for State matching grants, shall West Contra Costa Unified School District upgrade schools for earthquake safety and handicap accessibility, remove asbestos, upgrade science labs, restrooms, vocational classrooms, technology and energy systems to reduce costs, install lighting and security systems, and acquire, repair, construct, equipment, sites and facilities, by issuing \$360,000,000 in bonds within legal rates and bonding capacity limits with independent audits, citizen oversight, and no money for administrators' salaries?

[Suggest a link related to Measure E](#)

Links to sources outside of Smart Voter are provided for information only and do not imply endorsement.

Arguments For Measure E

Our students deserve safe schools, upgraded classrooms, and state of the art computer labs to help them reach their potential and succeed in today's economy. The West Contra Costa School District has worked diligently to leverage local funds to obtain matching state grants that upgraded schools throughout our community and provided safe, clean classrooms for students to learn in. Measure E will allow the school district to work with the existing, successful bond program to complete much of its master plan and provide every student with a quality classroom.

Vote YES on Measure E to:

- Upgrade schools for earthquake safety and handicap accessibility;
- Provide computer and science labs to help provide our students with resources to succeed;
- Remove asbestos and other hazardous materials;
- Upgrade classrooms to support core academics + math science, reading and writing;
- Upgrade technology and energy systems to reduce costs and increase sustainability;
- Provide classrooms for job training to prepare students for the workforce;
- Provide space for after-school programs so kids are safe from gangs and drugs; and
- Replace aging, outdated and deteriorated schools and classrooms.

The school district will use the \$360 million in bonds provided by Measure E to qualify for millions of dollars in state matching funds. All money spent will be subject to annual independent financial audits and review by an independent citizens' oversight committee. No funds from this bond measure will be used for administrator's salaries or pensions. The money will only be spent on schools in our community and none of the funds can be taken by the state.

Measure E will help our school district provide a safe, healthy learning environment for our students and give them the tools they need to succeed. Join parents, teachers, elected officials, and community members in voting YES on Measure E.

<http://www.YesforSafeSchools.com>

(No arguments against Measure E were submitted)

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Created: September 12, 2012 10:56 PDT

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The League of Women Voters neither supports nor opposes candidates for public office or political parties.

RESOLUTION NO. 2012-XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO IN
SUPPORT OF WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT MEASURE
G ON THE NOVEMBER 6, 2012 BALLOT**

WHEREAS, the West Contra Costa Unified School District provides quality educational programs and services to the El Cerrito community; and

WHEREAS, the State of California is not providing sufficient funds to provide for the continuing quality of these educational programs and services; and

WHEREAS, voters in the West Contra Costa Unified School District in November 2008 approved a parcel tax to support quality educational programs and services, and reduce the impact of reductions in funding by the State of California; and

WHEREAS, the West Contra Costa Unified School District has responsibly managed all revenues from the parcel tax, strictly allocating funding according to community priorities and consistently complying with all required financial accountability measures; and

WHEREAS, the West Contra Costa Unified School District conducted extensive community outreach and polling that indicates sufficient voter support exists to renew the parcel tax for a term of five years, with all the same financial accountability measures and none of the revenue going to administrator salaries; and

WHEREAS, revenue from the parcel tax is imperative to avoid even greater budget cuts, provide reduced class sizes for our youngest students; enhance core subjects including reading, writing, math and science; retain qualified teachers, counselors, and custodial staff; prepare students for college and the workforce; support libraries, computer training and athletic programs; and

WHEREAS, the West Contra Costa Unified School District community, including parents, teachers, union members, and business owners all worked together to recommend placing the parcel tax renewal on the Presidential General Election ballot; and

WHEREAS, the West Contra Costa Unified School District on August 1, 2012 unanimously approved a ballot measure to appear on the November 6, 2012 ballot that would renew and extend the existing parcel tax for five years.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby supports the goals of Measure G and encourages the voters of the City of El Cerrito to review the language and arguments concerning Measure G and cast their vote on Measure G on the November 6, 2012 presidential general election ballot.

Agenda Item No. 5(F)

I CERTIFY that at a regular meeting on September 18, 2012 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 September XX, 2012.

Cheryl Morse, City Clerk

APPROVED:

William C. Jones III, Mayor

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 18-1213

**RESOLUTION OF THE BOARD OF EDUCATION OF THE WEST
CONTRA COSTA UNIFIED SCHOOL DISTRICT CALLING AN
ELECTION, ESTABLISHING SPECIFICATIONS OF THE ELECTION
ORDER, AND REQUESTING CONSOLIDATION WITH OTHER
ELECTIONS OCCURRING ON NOVEMBER 6, 2012**

WHEREAS, the West Contra Costa Unified School District ("District") is committed to offering a high-quality educational program to all students in the District, and due to inadequate state funding, increased local revenues are necessary to meet this goal; and

WHEREAS, California Constitution, Article XIII A, Section 4 and Government Code Section 50075 *et seq.* authorize school districts, upon approval of 2/3rds of the electorate, to levy qualified special taxes on property in the District for the purposes of providing quality educational programs in the District and other lawful purposes of the District; and

WHEREAS, an adequately funded and well-developed public education program provides numerous benefits and advantages to all of the residents of the community; and

WHEREAS, in the judgment of this Board, following public hearing and comment, it is advisable to request that the Contra Costa County Registrar of Voters call an election and submit to the voters of the District the question whether the District shall levy a special tax within the District for the purpose of raising additional revenue for the District; and

WHEREAS, the purpose of the special tax shall be to improve the quality of education in the District by supporting the following programs:

- protecting core academic – reading, writing, math and science,
- attracting and retaining qualified teachers,
- preparing students for college and the workforce,
- providing smaller class sizes for the youngest children,
- providing classroom computers and technology,
- improving safety on and around our campuses,
- supporting after-school programs to keep kids away from gangs and drugs,
- supporting science laboratories, materials and activities,
- supporting libraries.

WHEREAS, pursuant to Education Code Section 5342 and Elections Code Sections 10400, 10402, and 10403, such election may be completely or partially consolidated with any other election held on the same day and in the same territory or in territory that is in part the same.

WHEREAS, under approval received from the voters on November 4, 2008, the District currently collects a qualified special tax of 7.2 cents per square foot of total building area on each parcel of taxable property or a tax of \$7.20 per unimproved parcel of taxable property per year, which tax would expire on June 30, 2014; and

WHEREAS, the Board of Education of the District (the "Board") believes that in order to continue meeting the educational needs of all of the District's students it is necessary to extend for five years beginning July 1, 2014 the period of time during which the District is authorized to collect said qualified special tax; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. Resolution Constitutes Order of Election. That this resolution shall constitute an order of election pursuant to Education Code Section 5320 *et seq.*

Section 2. Date and Purpose of Measure. Pursuant to Section 4 of Article XIII A of the California Constitution and Government Code Section 50077, an election shall be held within the boundaries of the District on Tuesday, November 6, 2012 for the purpose of voting on a proposition, a copy of which is attached hereto and marked Exhibit A, containing the question of whether the District shall extend the parcel tax as described and for the purposes stated therein. In addition, the full text of the ballot proposition (the "Full Ballot Text") attached hereto and marked Exhibit B shall appear in the ballot pamphlet. The parcel tax shall be maintained at an amount equal to 7.2 cents per square foot of total building area on each parcel of taxable property within the District or a tax of \$7.20 per unimproved parcel of taxable real property. The District shall provide the Contra Costa County Treasurer-Tax Collector a report indicating the parcel number and amount of tax for each parcel of taxable real property. The number of square feet of total building area on improved real property shall be obtained from the Contra Costa County Tax Assessor. If that information is missing from the tax assessor's records, the number of square feet of total building area shall be based upon the records of the building department for the applicable jurisdiction. The parcel tax shall be collected by the Contra Costa County Treasurer-Tax Collector at the same time, in the same manner, and subject to the same penalties as *ad valorem* property taxes collected by the Treasurer-Tax Collector. Unpaid taxes shall bear interest at the same rate as the rate for unpaid *ad valorem* property taxes until paid. The collection of the parcel tax shall not decrease the funds available from other sources of the District in any period from the effective date hereof.

The District's Superintendent, or designee, is hereby authorized and directed to make any changes to the text of the measure, or to the abbreviated form of the measure, as may be convenient or necessary to comply with the intent of this Resolution, the requirements of election officials, and requirements of law.

“Parcel of taxable real property” shall be defined as any unit of real property in the District that receives a separate tax bill for *ad valorem* property taxes from the Contra Costa County Treasurer-Tax Collector’s Office. All property that is otherwise exempt from or on which are levied no *ad valorem* property taxes in any year shall also be exempt from the parcel tax in such year. Parcels owned and occupied by eligible persons 65 years of age or older or who receive Supplemental Security Income (“SSI”) for a disability, regardless of age, who apply to the District pursuant to an administrative review process are exempt from the parcel tax.

The District shall annually provide a list of parcels that the District has approved for a Senior Citizen Exemption or the SSI Exemption from the parcel tax as described above to the Contra Costa County tax collection officials. The Contra Costa County Tax Assessor’s determination of exemption or relief of any parcel from taxation for any reason other than the Senior Citizen Exemption or SSI Exemption shall be final and binding for the purposes of the parcel tax. Taxpayers wishing to challenge the County Assessor’s determination must do so under the procedures for correcting a misclassification of property pursuant to Section 4876.5 of the California Revenue and Taxation Code or other applicable procedures. Taxpayers seeking a refund of parcel taxes paid shall follow the procedures applicable to property tax refunds pursuant to the California Revenue and Taxation Code.

Section 3. Authority for Ordering Election. That the authority for ordering the election is contained in Section 50075 *et seq.* of the Government Code and Section 4 of Article XIII A of the California Constitution.

Section 4. Authority for Specifications. That the authority for the specification of this election order is contained in Section 5322 of the Education Code.

Section 5. Resolution to County Registrar and Clerk and County Superintendent of Schools. That the Clerk of the Board is hereby directed to cause certified copies of this Resolution and Order to be delivered not later than August 10, 2012, to the Contra Costa County Superintendent of Schools and not later than August 10, 2012, to the Contra Costa County Registrar of Voters (the “County Registrar”), as the officer conducting the election, and to the Contra Costa County Clerk of the Board of Supervisors (the “County Clerk”).

Section 6. Formal Notice. That the Contra Costa County Superintendent of Schools is hereby requested to prepare and execute a Formal Notice of Parcel Tax Election and consolidation order in substantially the form attached hereto as Exhibit C (the “Formal Notice”), and to call the election by causing the Formal Notice to be posted pursuant to Section 5362 of the Education Code by August 10, 2012, or to otherwise cause the notice to be published as permitted by law. The Clerk of the Board, on behalf of and as may be requested by the County Superintendent of Schools, is authorized to cause all notices required by law in connection herewith to be published and posted, as the case may be.

Section 7. Full Ballot Text. That the Board hereby determines to include within the ballot pamphlet the Full Ballot Text attached hereto as Exhibit B, which is hereby approved and adopted by the Board.

Section 8. Conduct of Election. (a) *Request to Registrar of Voters.* Pursuant to Section 5303 of the Education Code, the Registrar of Voters is requested to take all steps to hold the election in accordance with law and these specifications.

(b) *Voter Pamphlet.* That the Registrar of Voters is hereby requested to reprint the Abbreviated Text of the Measure (Exhibit A) and the Full Ballot Text of the Measure (Exhibit B) in their entirety in the voter information pamphlet to be distributed to voters pursuant to Section 13307 of the Elections Code.

(c) *Consolidation.* That the County Registrar and the Contra Costa County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 6, 2012, within the District.

(d) *Canvass of Results.* That the Board of Supervisors of the County is authorized to canvass the returns of the election pursuant to Section 10411 of the Elections Code.

Section 9. Appropriations Limit. That the Board of Education shall provide in each year (pursuant to Section 7902.1 of the Government Code or any successor provision of law) for any increase in the District's appropriations limit as shall be necessary to ensure that proceeds of the parcel tax may be spent for the authorized purposes.

Section 10. Notice and Hearing. Subject to two-thirds voter approval and prior to adoption of a resolution levying the qualified special tax in any given year, this Board shall have conducted a public hearing on the matter. Notice of the time, date, and place of hearing shall have been published pursuant to California Government Code Section 54954.6. Following said hearing this Board may adopt a resolution fixing the amount of tax to be raised and the rates for each type of property. Any tax levied shall become a lien upon the properties against which taxes are assessed and collectible.

Section 11. Ballot Arguments. That the President of this Board and/or his designees are hereby authorized to prepare and file with the Registrar of Voters a ballot argument in favor of the proposition contained in Exhibit A hereto, or act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument, each within the time established by the Registrar of Voters, which shall be considered the official ballot arguments of this Board as sponsor of the proposition.

Section 12. Official Actions. That the Superintendent, President of the Board, or their designees are hereby authorized to execute any other document and to perform all acts necessary to amend the tax measure on the ballot including making alterations in the ballot language stated in Exhibits A and B hereto to comply with requirements of law and election officials.

Section 13. Payment of Costs. Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of Contra Costa County is requested to permit the Registrar of Voters to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse Contra Costa County, such services to include the publication of a Formal Notice of Election and the mailing of the sample ballot pursuant to the terms of Section 5363 of the Education Code and Section 12112 of the Elections Code.

Section 14. Effective Date. That this resolution shall take effect from and after its adoption.

ADOPTED, SIGNED AND APPROVED by the Board of Education of the West Contra Costa Unified School District on the 1st day of August, 2012, by the following vote:

Ayes:

Noes:

Abstentions:

President of the Governing Board of the
West Contra Costa Unified School District

Attested to:

Clerk of the Governing Board of the
West Contra Costa Unified School District

EXHIBIT A

ABBREVIATED TEXT OF MEASURE

“To maintain quality education with local funding the State cannot take away, including protecting core academics – reading, writing, math, science, attracting and retaining quality teachers, providing lower class sizes for the youngest children, preparing students for college and the workforce, and improving safety on and around school campuses, shall West Contra Costa Unified School District renew its existing parcel tax for five years, keeping the current rate, with no funds for administrator salaries, exempting seniors and requiring citizen oversight?”

EXHIBIT B

FULL BALLOT TEXT

The following is the full ballot text of the proposition to be presented to the voters by the West Contra Costa Unified School District in the ballot pamphlet:

To maintain quality education with local funding the State cannot take away, including:

- protecting core academics - reading, writing, math, science,
- attracting and retaining quality teachers,
- providing smaller class sizes for the youngest children,
- preparing students for college and the workforce,
- improving safety on and around school campuses,

shall West Contra Costa Unified School District renew its existing parcel tax for five years, with no funds for administrator salaries, exempting seniors and requiring citizen oversight?

The purpose of the special tax is to improve the quality of education in the District by supporting the following programs:

- protecting core academics – reading, writing, math and science,
- attracting and retaining qualified teachers,
- preparing students for college and the workforce,
- providing smaller class sizes for the youngest children,
- providing classroom computers and technology,
- improving safety on and around our campuses,
- supporting after-school programs to keep kids away from gangs and drugs,
- supporting science laboratories, materials and activities,
- supporting libraries.

An exemption shall be granted annually on any single family residential parcel or multi-family dwelling unit owned by one or more persons 65 years of age or older or persons who receive Supplemental Security Income (SSI) for a disability, regardless of age, who occupies said parcel or unit as a principal residence, upon annual application to the District for exemption.

Pursuant to California Constitution Article XIII B and applicable laws, the appropriations limit for the District will be adjusted periodically by the aggregate sum collected by levy of this special tax.

Accountability

The proceeds of the special tax shall be applied only for the specific purposes identified above. The proceeds of the special tax shall be deposited into an account, which shall be kept separate and apart from other accounts of the District. No later than January 1 of each year while the tax is in effect, commencing January 1, 2014, the chief fiscal officer of the District shall prepare and file with the Board of Education a report detailing the amount of funds collected and expended during the prior fiscal year, and the status of any project or description of any programs authorized to be funded by this measure. Parcel Tax funds shall also be subject to an annual independent financial audit which shall be made public, including oversight by the Community Budget Advisory Committee and posting on the District's website.

Basis of Tax

The current parcel tax shall be maintained at an annual tax of 7.2 cents per square foot of total building area on each parcel of taxable real property within the District or a tax of \$7.20 per unimproved parcel of taxable real property. The District shall provide the Contra Costa County Treasurer-Tax Collector a report indicating the parcel number and amount of tax for each parcel of taxable real property. The number of square feet of total building area on improved real property shall be obtained from the Contra Costa County Tax Assessor. If that information is missing from the tax assessor's records, the number of square feet of total building area shall be based upon the records of the building department for the applicable jurisdiction.

Definition of Parcel of Taxable Real Property

"Parcel of taxable real property" shall be defined as any unit of real property in the District that receives a separate tax bill for *ad valorem* property taxes from the Contra Costa County Treasurer-Tax Collector's Office. All property that is otherwise exempt from or on which are levied no *ad valorem* property taxes in any year shall also be exempt from the parcel tax in such year. Parcels owned and occupied by persons 65 years of age or older or persons receiving Supplemental Security Income for a disability regardless of age, may be exempt from the parcel tax, subject to annual application, as described above.

For purposes of this special tax, any such "Parcels" which are (i) contiguous, (ii) used solely for owner-occupied, single-family residential purposes, and (iii) held under identical ownership may, by annually submitting an application of the owners thereof by July 1 of any year to the Board of Education be treated as a single "parcel" for purposes of the levy of this education parcel tax.

Severability

The Board of Education hereby declares, and the voters by approving this measure concur, that every section and part of this measure has independent value, and the Board of Education and the voters would have adopted each provision hereof regardless of every other provision hereof. Upon approval of this measure by the voters, should any part be found by a court of competent jurisdiction to be invalid for any reason, all remaining parts hereof shall remain in full force and effect to the fullest extent allowed by law.

EXHIBIT C

FORM OF FORMAL NOTICE OF PARCEL TAX ELECTION

NOTICE IS HEREBY GIVEN to the qualified electors of the West Contra Costa Unified School District of Contra Costa County, California, that in accordance with the provisions of the Education Code and the Government Code of the State of California, an election will be held on November 6, 2012 for the purpose of submitting to the qualified electors of the District the proposition summarized as follows:

“To maintain quality education with local funding the State cannot take away, including attracting and retaining quality teachers, protecting core academics – reading, writing, math, science, providing lower class sizes for the youngest children, preparing students for college and the workforce, and improving safety on and around school campuses, shall West Contra Costa Unified School District renew its existing parcel tax for five years, keeping the current rate, with no funds for administrator salaries, exempting seniors and requiring citizen oversight?”

By execution of this formal Notice of Election the County Superintendent of Schools of Contra Costa County orders consolidation of the election with such other elections as may be held on the same day in the same territory or in territory that is in part the same.

The County Superintendent of Schools of Contra Costa County, by this Notice of Election, has called the election pursuant to a Resolution and Order of the Board of Education of the West Contra Costa Unified School District adopted August 1, 2012, in accordance with the provisions of Education Code Sections 5302, 5325 and 5361.

IN WITNESS WHEREOF, I have hereunto set my hand this day, the ____ day of August, 2012.

County Superintendent of Schools
Contra Costa County, California



AGENDA BILL

Agenda Item No. 5(G)

Date: September 18, 2012
To: El Cerrito City Council
From: Stephen Prée, Environmental Programs Manager/City Arborist
Melanie Mintz, Environmental Services Division Manager
Subject: Urge Local Businesses to Discontinue the Sale and Businesses and Residents to Discontinue Use of Certain Rodenticides

ACTIONS REQUESTED

Upon initial referral by Councilmember Cheng, staff requests that the Council take the following actions: 1) Adopt a resolution urging local businesses to stop selling and stocking certain rat poison products and discouraging the use of these products in the City of El Cerrito by contractors, City staff and residents; and 2) Send a letter to the Department of Pesticide Regulation requesting that they refuse to renew registration of twenty rodenticide products because of the risk that they pose to public and environmental health.

BACKGROUND

At the request of Councilmember Cheng, staff prepared a report that was submitted to the Environmental Quality Committee (EQC) at its August 14, 2012 meeting concerning consideration of a local resolution discouraging the sale and use of certain rodenticides. The EQC recommended that the City Council adopt a resolution urging businesses and residents to stop the use of these rodenticides. The EQC also committed to work with the Environmental Services Division and Public Works Department to plan and carry out an effective outreach and education strategy in support of the resolution. Additionally, several residents have contacted staff directly in support of the resolution, as have members of the ad hoc group Raptors Are The Solution (RATS), www.raptorsarethesolution.org/

ANALYSIS

The United States Environmental Protection Agency (EPA) is in the process, under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), to cancel and remove from the consumer market 20 mouse and rat poison products by forwarding to the FIFRA Scientific Advisory Panel (SAP) for review a draft Notice of Intent to Cancel and Notice of Denial.

These 20 mouse and rat poison products are sold widely to consumers as loose baits, or as pastes or blocks, without protective bait boxes that would prevent access by children and pets or that would prevent poisoned rats from escaping before dying. Eleven of the

Agenda Item No. 5(G)

twenty products also contain second generation anticoagulants, active ingredients that pose particular hazards to non-targeted wildlife, such as birds of prey, wild cats, and coyotes.

In addition to banning the most toxic anticoagulant rodenticides (brodifacoum, bromadiolone, difethialone and difenacoum), the EPA also plans to stop the sale of most loose bait and pellet-form rodenticides to cut down on accidental poisonings of children and pets.

The EPA set a June 4, 2011 deadline for rat and mouse poison manufacturers to come up with products that would be safer for children, pets and wildlife. According to the agency, many producers abided by the EPA's guidelines and developed safer bait delivery systems with less toxic bait. Several companies refused to change their products and the EPA is now taking steps to ban those companies from selling their products. The companies that EPA is targeting are:

- Reckitt Benckiser Inc. (makers of D-Con, Fleeject, and Mimas rodent control products)
- Woodstream Inc. (makers of Victor rodent control products)
- Spectrum Group (makers of Hot Shot rodent control products)
- Liphatech Inc. (makers of Generation, Maki, and Rozol rodent control products)

According to the Merck Veterinary Manual, anticoagulant rodenticide poisoning is the most frequent cause of poisoning in pets. While older versions of anticoagulant rodenticides such as warfarin required multiple ingestions to result in toxicity, the latest products require only one feeding to be highly toxic.

The American Association of Poison Control Centers annually receives between 12,000 and 15,000 reports of children under the age of six as having ingested these types of rat poison products as they are often set out in accessible locations and mistaken for edible food. In addition, predator birds and animals often eat poisoned rats and become poisoned themselves through secondary exposure.

Due to the risk to public and environmental health because of the length of the EPA prohibition and appeal process, local cities such as Albany, Berkeley, Emeryville, Richmond, San Francisco and the County of Marin have enacted resolutions to encourage local retailers to voluntarily stop carrying these rodenticides and to urge their manufacturers to stop producing these products and transition to safer rat control products. In addition, these cities have launched educational campaigns to inform residents and local businesses of the risk that the use of these products poses to children, pets, and wildlife.

City Use of Rodenticides

The City contracts with a Pesticide Applicator licensed by the California Department of Pesticide for vector control services, including rat control. The City's pest control operator has stated to staff that they do not use any of the listed anticoagulant rodent

Agenda Item No. 5(G)

poisons and staff will continue to work with them to assure this is true and identify alternative rat control methods.

The Contra Costa Mosquito and Vector Control District (CCMVCD) assists with rodent control infrequently in the City and has stated that the use of anticoagulant rodent poison is predominantly used when baiting sanitary sewers and does not believe that rodents are exiting the sewer before expiring (so would not become food for birds or animals of prey). CCMVCD states further that some of the anticoagulant rodenticides with the same active ingredient as listed in the attachment are their best tool for vector control but are used as their last mode of action. CCMVCD will not exclude the use of EPA and California EPA approved rodenticides voluntarily and operates under the CA Health and Safety Code section 106925, 116110 and Division Three Chapter One. In both cases all rodent bait, whether used for monitoring or control, is dispatched in tamper proof bait boxes.

Reviewed by:



Scott Hanin, City Manager

Attachments:

1. Resolution
2. U.S. EPA List of Rodenticide Products "that cause unreasonable adverse effects on the environment"
3. Letter to the California Department of Pesticide Regulation

RESOLUTION 2012-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO URGING LOCAL
BUSINESSES TO DISCONTINUE THE SALE AND BUSINESSES AND RESIDENTS TO
DISCONTINUE USE OF CERTAIN RODENTICIDES

WHEREAS, In 1988 the United States Environmental Protection Agency (US EPA) issued its Reregistration Eligibility Decisions (REDs) for rodenticides and expressed concern for accidental human exposure to rodenticides as well as risks to wildlife; and

WHEREAS, In September 2004, the US EPA released its Revised Comparative Ecological Assessment for Nine Rodenticides, which found more than 300 documented wildlife incidents of exposure of birds and non-target mammals to rodenticides in particular that contain the ingredient Brodifacoum; and

WHEREAS, Brodifacoum residue has been detected in liver tissue of 27 of 32 endangered Kit Foxes screened for rodenticide residues from 1999 to 2003; and

WHEREAS, The American Association of Poison Control Centers annually receives between 12,000 and 15,000 reports of children under the age of six being exposed to these types of rodenticides; and

WHEREAS, In 2008, the US EPA issued its Final Risk Mitigation Decision for Ten Rodenticides, and gave producers until June 2011 to research, develop and register new products that would be safer for children, pets and wildlife; and

WHEREAS, Several companies have recently advised the US EPA that they do not intend to adopt the new safety measures stipulated in the Final Risk Mitigation Decision, these companies include Reckitt Benckiser Inc. (makers of D-Con, Fleeject, and Mimas rodent control products), Spectrum Group (makers of Hot Shot rodent control products), and Liphatech Inc. (makers of Generation, Maki and Rozol rodent control products); and

WHEREAS, As a result of the above companies' actions many of the products that the US EPA considers to pose an unacceptable risk to children, pets and wildlife continue to be sold to El Cerrito residents.

NOW THEREFORE, BE IT RESOLVED by the El Cerrito City Council that it urges El Cerrito businesses to stop the sale of rat and mouse poisons that would be prohibited under the US EPA's Risk Mitigation Decisions for Ten Rodenticides.

BE IT FURTHER RESOLVED that the El Cerrito City Council urges El Cerrito residents, contractors and staff to avoid buying or using the above products and to use less-toxic rodent control methods.

BE IT FURTHER RESOLVED that the El Cerrito City Council urges all manufacturers of rat and mouse poisons to immediately stop the manufacture and sale of rat and mouse poisons that do not incorporate the safety measures specified in the US EPA's Risk Mitigation Decision for Ten Rodenticides.

BE IT FURTHER RESOLVED That the El Cerrito City Council urges the California Department of Pesticide Regulation to cancel or refuse to renew registration of the above products.

I CERTIFY that at a regular meeting on September 18, 2012 the City Council of the City of El Cerrito 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 September ___, 2012 .

Cheryl Morse, City Clerk

APPROVED:

William C. Jones III, Mayor

U.S. EPA List of Rodenticide Products "that cause unreasonable adverse effects on the environment"

D-CON CONCENTRATE KILLS RATS & MICE, EPA Reg. No. 3282-3 (warfarin)
D- READY MIXED KILLS RATS & MICE, EPA Reg. No. 3282-4 (warfarin)
D- MOUSE PRUFE KILLS MICE, EPA Reg. No. 3282-9 (warfarin)
D- PELLETS KILLS RATS & MICE, EPA Reg. No. 3282-15 (warfarin)
RID-A-RAT RAT & MOUSE KILLER, EPA Reg. No. 8845-39 (warfarin)
D- MOUSE PRUFE II, EPA Reg. No. 3282-65 (brodifacoum)
D- PELLETS GENERATION II, EPA Reg. No. 3282-66 (brodifacoum)
D- BAIT PELLETS II, EPA Reg. No. 3282-74 (brodifacoum)
D- READY MIXED GENERATION II, EPA Reg. No. 3282-81 (brodifacoum)
D- MOUSE-PRUFE III, EPA Reg. No. 3282-85 (difethialone)
D- BAIT PELLETS III, EPA Reg. No. 3282-86 (difethialone)
D- II READY MIX BAITBITS III, EPA Reg. No. 3282-87 (difethialone)
D- BAIT PACKS III, EPA Reg. No. 3282-88 (difethialone)
GENERATION MEAL BAIT PACKS, EPA Reg. No. 7173-247 (difethialone)
DIFETHIALONE BAIT STATION, EPA Reg. No. 7173-283 (difethialone)
DIFETHIALONE 6G PASTE PL PKS, EPA Reg. No. 7173-285 (difethialone)
HOT SHOT SUDDEN DEATH BRAND MOUSE KILLER, EPA Reg. No. 8845-125 (bromethalin)
HOT SHOT SUDDEN DEATH BRAND RAT KILLER 1, EPA Reg. No. 8845-126 (bromethalin)
HOT SHOT SUDDEN DEATH BRAND RAT & MOUSE KILLER, EPA Reg. No. 8845-127 (bromethalin)
HOT SHOT SUDDEN DEATH BRAND MOUSE KILLER BAIT STATION, EPA Reg. No. 8845-128 (bromethalin)

Source: <http://www.epa.gov/pesticides/mice-and-rats/cancellation-process.html>
Accessed November 7, 2011



Agenda Item No. 5(G)
Attachment 3

September 18, 2012

Ms. Ann Prichard, Chief
Pesticide Registration Branch
Department of Pesticide Regulation
P.O. Box 4015
Sacramento CA 95812-4015

RE: Pesticide Product Registration Renewal –Rodenticide Products
that Pose Unreasonable Risks to Children, Pets, and Wildlife

Dear Ms. Prichard:

The El Cerrito City Council respectfully requests that DPR refuse to renew the registration of 20 rodenticide products for 2013 because these products pose unreasonable risks to children, pets and non-target wildlife. A list of these products that was developed by the United States Environmental Protection Agency is attached. We share the U.S. EPA's disappointment that the manufacturers – Reckitt Benckiser Inc. makers of D-Con; Spectrum Group makers of Hot Shot and Rida- Rat; and Liphatech Inc. makers of Generation rodent control products – have not voluntarily removed these products from the market.

We agree with U.S. EPA's finding that these products pose unreasonable risks and that alternatives are available. We look forward to be able to work with our community to minimize these risks posed by these products by asking local retailers to stop carrying these potentially harmful products and for residents to stop purchasing them. The scientific basis for the finding of unreasonable risks to children, pets and wildlife has been well documented by U.S. EPA in its *Risk Mitigation Decision for Ten Rodenticides* (May 28, 2008) (available electronically <http://tinyurl.com/7389m69>).

U.S. EPA recently published updated documentation of ongoing unreasonable risks to children, pets, and non-target wildlife. It also published updated assessments documenting that effective alternatives are available for a reasonable cost (these recent documents are

available in the U.S. EPA online docket EPA-HQ-OPP-2011-0718 - <http://tinyurl.com/77caz73>). According to the Merck Veterinary Manual, anticoagulant rodenticide poisoning is the most frequent cause of poisoning in pets. While older versions of anticoagulant rodenticides such as warfarin required multiple ingestions to result in toxicity, the latest products require only one feeding to be highly toxic.

California residents should not continue to be exposed to the unreasonable risks posed by these products. We urge California to join the states of Kansas and New York in refusing to renew the registrations of these products.

Thank you for this opportunity to offer our input regarding the proposed renewal of pesticide product registrations.

Sincerely,

William C. Jones, III
Mayor

RESOLUTION 2012-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO EXPRESSING
ITS OPPOSITION TO PROPOSITION 32**

WHEREAS, Prop 32, the so-called "Stop Special Interest Money Now" initiative, has been placed on the November 2012 ballot by the ultra-conservative Lincoln Club of Orange County and is being bankrolled by billionaire corporate interests and retired CEOs; and

WHEREAS, Prop 32 was deceptively written to appear balanced but is not what it seems; and

WHEREAS, the measure is more appropriately called the "Special Exemptions Act," because it exempts billionaires and powerful corporate special interests from its provisions, while targeting the voices of everyday working people; and

WHEREAS, Prop 32 restricts unions' ability to fight for good jobs, decent wages and secure retirement by silencing the voices of workers, while imposing no such constraints on corporations and their front groups; and

WHEREAS, Under Proposition 32, Super Political Action Committees (PACs) and independent expenditure committees are permitted to spend unlimited funds in support of or in opposition to statewide candidates or initiatives without directly contributing, thus giving them historically unprecedented political influence; and

WHEREAS, Proposition 32 exempts many companies, including those structured as LLCs, LPs, and LLPs, from the ban on direct candidate contributions, even though these companies have contributed over \$10 million to state campaigns in the last two election cycles; and

WHEREAS, non-partisan "good government" groups like California Common Cause and the League of Women Voters oppose Proposition 32 because, they say, it's not the "reform" it claims to be and would be damaging to our democracy; and

WHEREAS, labor unions are under attack by powerful, wealthy corporate special interests in California and across the country; and

WHEREAS, Proposition 32 is really an unbalanced, unfair attack on unions and workers under the guise of "stopping special interests."

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito expresses its opposition to Proposition 32 on the November 6, 2012, general election ballot.

Agenda Item No. 5(H)

I CERTIFY that at a regular meeting on September 18, 2012 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 September XX, 2012.

Cheryl Morse, City Clerk

APPROVED:

William C. Jones III, Mayor

Official Voter Information Guide

**PROP
32 POLITICAL CONTRIBUTIONS BY PAYROLL DEDUCTION.
CONTRIBUTIONS TO CANDIDATES.
INITIATIVE STATUTE.****SUMMARY***Put on the Ballot by Petition Signatures*

Prohibits unions from using payroll-deducted funds for political purposes. Applies same use prohibition to payroll deductions, if any, by corporations or government contractors. Prohibits union and corporate contributions to candidates and their committees. Prohibits government contractor contributions to elected officers or their committees. Fiscal Impact: Increased costs to state and local government, potentially exceeding \$1 million annually, to implement and enforce the measure's requirements.

WHAT YOUR VOTE MEANS

YES A YES vote on this measure means:
Unions and corporations could not use money deducted from an employee's paycheck for political purposes. Unions, corporations, and government contractors would be subject to additional campaign finance restrictions.

NO A NO vote on this measure means: There would be no change to existing laws regulating the ability of unions and corporations to use money deducted from an employee's paycheck for political purposes. Unions, corporations, and government contractors would continue to be subject to existing campaign finance laws.

ARGUMENTS

PRO Prop. 32 CUTS THE MONEY TIE BETWEEN SPECIAL INTERESTS AND POLITICIANS to the full extent constitutionally allowed. Bans contributions from corporations AND unions to politicians. Prohibits contributions from government contractors. Stops payroll withholding for politics, making ALL contributions voluntary. NO LOOPHOLES, NO EXEMPTIONS. Vote YES to clean up Sacramento.

CON Prop 32 isn't reform—it exempts business Super PACs and thousands of big businesses from its provisions, at the same time applying restrictions on working people and their unions. It's unfair, unbalanced, and won't take money out of politics. The League of Women Voters urges a No vote!

FOR ADDITIONAL INFORMATION**FOR**

Yes on 32—Stop Special Interest Money Now. Supported by small business owners, farmers, educators, and taxpayers.

(800) 793-6522
info@yesprop32.com
www.yesprop32.com

AGAINST

Chris Dombrowski
No on 32, sponsored by educators, firefighters, school employees, health care providers, police officers and labor organizations opposed to special exemptions from campaign finance rules for corporate special interests.
1510 J Street, Suite 210
Sacramento, CA 95814
(916) 443-7817
info@VoteNoOn32.com
www.VoteNoOn32.com

Official Voter Information Guide

**PROP
32**

**POLITICAL CONTRIBUTIONS BY PAYROLL DEDUCTION.
CONTRIBUTIONS TO CANDIDATES.
INITIATIVE STATUTE.**

OFFICIAL TITLE AND SUMMARY

PREPARED BY THE ATTORNEY GENERAL

**POLITICAL CONTRIBUTIONS BY PAYROLL DEDUCTION. CONTRIBUTIONS
TO CANDIDATES. INITIATIVE STATUTE.**

- Prohibits unions from using payroll-deducted funds for political purposes. Applies same use prohibition to payroll deductions, if any, by corporations or government contractors.
- Permits voluntary employee contributions to employer-sponsored committee or union if authorized yearly, in writing.
- Prohibits unions and corporations from contributing directly or indirectly to candidates and candidate-controlled committees.
- Other political expenditures remain unrestricted, including corporate expenditures from available resources not limited by payroll deduction prohibition.
- Prohibits government contractor contributions to elected officers or officer-controlled committees.

Summary of Legislative Analyst's Estimate of Net State and Local Government Fiscal Impact:

- Increased costs to state and local government—potentially exceeding \$1 million annually—to implement and enforce the measure's requirements.

Official Voter Information Guide

**PROP
32****POLITICAL CONTRIBUTIONS BY PAYROLL DEDUCTION.
CONTRIBUTIONS TO CANDIDATES.
INITIATIVE STATUTE.**

ANALYSIS BY THE LEGISLATIVE ANALYST**BACKGROUND**

Political Reform Act. California's Political Reform Act of 1974, an initiative adopted by the voters, established the state's campaign finance and disclosure laws. The act applies to state and local candidates, ballot measures, and officials, but does not apply to federal candidates or officials. The state's Fair Political Practices Commission (FPPC) (1) enforces the requirements of the act, including investigating alleged violations, and (2) provides administrative guidance to the public by issuing advice and opinions regarding FPPC's interpretation of the act.

Local Campaign Finance Laws. In addition to the requirements established by the act, some local governments have campaign finance and disclosure requirements for local candidates, ballot measures, and officials. These ordinances are established and enforced by the local government.

Political Spending. Many individuals, groups, and businesses spend money to support or oppose state and local candidates or ballot measures. This political spending can take different forms, including contributing money to candidates or committees, donating services to campaigns, and producing ads to communicate opinions. Under state campaign finance laws, there are three types of political spending:

- **Political Contributions.** The term political "contribution" generally includes giving money, goods, or services (1) directly to a candidate, (2) at the request of a candidate, or (3) to a committee that uses these resources to support or oppose a candidate or ballot measure. Current law limits the amount of political contributions that individuals, groups, and businesses may give to a state candidate (or to committees that give money to a state candidate). In 2012, for example, an individual, group, or business could contribute up to \$26,000 to a candidate for Governor and up to \$3,900 to a candidate for a legislative office. In addition, current law requires political contributions to be disclosed to state or local election officials.
- **Independent Expenditures.** Money spent to communicate support or opposition of a candidate or ballot measure generally is considered an independent expenditure if the funds are spent in a way that is not coordinated with (1) a candidate or (2) a committee established to support or oppose a candidate or a ballot measure. For example, developing a television commercial urging voters to "vote for" a candidate is an independent expenditure if the commercial is made without coordination with the candidate's campaign. Current law does not limit the amount of money individuals, groups, and businesses may spend on independent expenditures. These expenditures, however, must be disclosed to election officials.

- **Other Political Spending.** Some political spending is not considered a political contribution or an independent expenditure. This broad category includes “member communications”—spending by an organization to communicate political endorsements to its members, employees, or shareholders. This spending is not limited by state law and need not be disclosed to election officials.

Payroll Deductions. Under limited circumstances, employers may withhold money from an employee’s paycheck. The withheld funds are called “payroll deductions.” Some common payroll deductions include deductions for Social Security, income taxes, medical plans, and voluntary charitable contributions.

Union Dues and Fees. Approximately 2.5 million workers in California are represented by a labor union. Unions represent employees in the collective bargaining process, by which they negotiate terms and conditions of employment with employers. Generally, unions pay for their activities with money raised from (1) dues charged to union members and (2) fair share fees paid by non-union members who the union represents in the collective bargaining process. In many cases, employers automatically deduct these dues and fees from their employees’ paychecks and transfer the money to the unions.

Payroll Deductions Used to Finance Political Spending. Many unions use some of the funds that they receive from payroll deductions to support activities not directly related to the collective bargaining process. These expenditures may include political contributions and independent expenditures—as well as spending to communicate political views to union members. Non-union members may opt out from having their fair share fees used to pay for this political spending and other spending not related to collective bargaining. Other than unions, relatively few organizations currently use payroll deductions to finance political spending in California.

PROPOSAL

The measure changes state campaign finance laws to restrict state and local campaign spending by:

- Public and private sector labor unions.
- Corporations.
- Government contractors.

These restrictions do not affect campaign spending for federal offices such as the President of the United States and members of Congress.

Bans Use of Payroll Deductions to Finance Spending for Political Purposes. The measure prohibits unions, corporations, government contractors, and state and local government employers from spending money deducted from an employee’s paycheck for “political purposes.” Under the measure, this term would include political contributions, independent expenditures, member communications related to campaigns, and other expenditures to influence voters. This measure would not affect unions’ existing authority to use payroll deductions to pay for other activities, including collective bargaining and political spending in federal campaigns.

Prohibits Political Contributions by Corporations and Unions. The measure prohibits corporations and unions from making political contributions to candidates. That is, they could not make contributions (1) directly to candidates or (2) to committees that then make contributions to candidates. This prohibition, however, does not affect a corporation or union’s ability to spend money on independent expenditures.

Limits Authority of Government Contractors to Contribute to Elected Officials. The

measure prohibits government contractors (including public sector labor unions with collective bargaining contracts) from making contributions to elected officials who play a role in awarding their contracts. Specifically, government contractors could not make contributions to these elected officials from the time their contract is being considered until the date their contract expires.

FISCAL EFFECTS

The state would experience increased costs to investigate alleged violations of the law and to respond to requests for advice. In addition, state and local governments would experience some other increased administrative costs. Combined, these costs could exceed **\$1 million annually**.

PROP 32 POLITICAL CONTRIBUTIONS BY PAYROLL DEDUCTION. CONTRIBUTIONS TO CANDIDATES. INITIATIVE STATUTE.

★ ARGUMENT IN FAVOR OF PROPOSITION 32 ★

Yes on 32: Cut the Money Tie between Special Interests and Politicians

Politicians take millions in campaign contributions from corporations and government unions and then vote the way those special interests tell them. Politicians end up working for special interests, not voters.

The result: massive budget deficits and abuses like lavish pensions and bad teachers we can't fire.

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Prop. 32 prohibits both corporate and union special interest contributions to politicians. NO EXEMPTIONS. NO LOOPHOLES. Individual Californians can contribute, not special interests!

Voters Beware:

Special interests have spent tens of millions of dollars to prevent Prop. 32 from cutting the money tie between them and politicians. They'll say anything to protect the status quo. They've invented a false, bogus, red-herring argument:

They claim Prop. 32 has a loophole to benefit the wealthy and corporations to fund independent PACs. The fact is both unions and corporations fund independent political committees protected by the Constitution that cannot be banned.

"Prop. 32 ends corporate and union contributions to California politicians. Period. No exceptions. It goes as far as the U.S. Constitution allows to end special interest influence in state government. I urge you to vote Yes on Prop. 32."

—Retired California Supreme Court Justice John Arguelles

YES ON 32: THREE SIMPLE, STRAIGHTFORWARD REFORMS

- Bans corporate and union contributions to politicians
- Stops contractors from giving to politicians who approve their contracts
- Makes political contributions voluntary and prohibits money for political purposes from being deducted from employees' paychecks

CUTS THE MONEY TIE BETWEEN SPECIAL INTERESTS AND POLITICIANS

Politicians hold big-ticket, lavish fundraisers at country clubs, wine tastings and cigar smokers. Fat-cat lobbyists attend these fundraisers and hand over tens of millions of dollars in campaign

contributions. Most happen when hundreds of bills are up for votes, allowing politicians and special interests to trade favors:

- Giving multi-million dollar tax loopholes to big developers, wealthy movie producers and out-of-state corporations
- Exempting contributors from the state's environmental rules
- Handing out sweetheart pension deals for government workers
- Protecting funding for wasteful programs like the high-speed train to nowhere, even as they are cutting funds for schools and law enforcement while proposing higher taxes

STOPS SPECIAL INTERESTS FROM TAKING POLITICAL DEDUCTIONS FROM EMPLOYEE PAYCHECKS TO GUARANTEE EVERY DOLLAR GIVEN FOR POLITICS IS STRICTLY VOLUNTARY

The Supreme Court recently said the political fundraising practices of a large California union were "indefensible". (*Knox vs. SEIU*)

Prop. 32 will ensure that California workers have the right to decide how to spend the money they earn. They shouldn't be coerced to contribute to politicians or causes they disagree with. STOPS CONTRACTORS FROM CONTRIBUTING TO POLITICIANS WHO APPROVE THEIR CONTRACTS

Today, it is legal for politicians to give contracts to political donors, shutting out small businesses in the process. Prop. 32 will end this special treatment and the waste it causes, like a \$95 million state computer system that didn't work. (*CNET, June 12, 2002*)

All of this Special Interest corruption will continue without your vote. Yes on 32!

www.stopspecialinterestmoney.org

GLORIA ROMERO, State Director
Democrats for Education Reform

GABRIELLA HOLT, President
Citizens for California Reform

JOHN KABATECK, Executive Director
National Federation of Independent Business—California

★ REBUTTAL TO ARGUMENT IN FAVOR OF PROPOSITION 32 ★

Before you vote on Prop. 32, answer two questions: Would billionaires pay to place this on the ballot unless they were getting exemptions? When's the last time a proposition backed by special interests in California didn't contain loopholes or exemptions?

There's always a catch, and Prop. 32 is no different.

Real estate developers, insurance companies and billionaire venture capitalists are just three groups EXEMPT from provisions of Prop. 32, while a union will no longer be able to contribute to candidates. In addition, huge corporate special interests can continue to spend unlimited money on politics.

Prop. 32 supporters claim workers are forced to contribute to politics or causes they disagree with. They aren't. Current law protects workers from being forced to join a union or paying fees to unions for politics.

What's really going on?

- Major contributors to Prop. 32 are former Wall Street investors, insurance company executives and hedge fund managers—they're EXEMPT from provisions of Prop. 32. Ask yourself why.

- Other Prop. 32 funders own development companies that have sought exemptions from laws that protect our environment and neighborhoods. Prop. 32 EXEMPTS those companies too. Ask yourself why.

- Business Super PACs and independent expenditure committees are EXEMPT from Prop. 32's provisions.

- Prop. 32 adds to the massive state bureaucracy, and costs Californians over a MILLION DOLLARS for phony reform.

The League of Women Voters opposes Prop. 32. It's a thinly disguised attempt to fool voters into thinking it'll improve Sacramento's mess. In fact, it'll make things worse.

JO SEIDITA, Chair
California Clean Money Campaign

JOHN BURTON, Chair
California Democratic Party

ROBBIE HUNTER, Executive Secretary
Los Angeles/Orange Counties Building and Construction Trades Council

PROP 32 **POLITICAL CONTRIBUTIONS BY PAYROLL DEDUCTION.**
CONTRIBUTIONS TO CANDIDATES.
INITIATIVE STATUTE.

★ **ARGUMENT AGAINST PROPOSITION 32** ★

The League of Women Voters of California, California Common Cause and the California Clean Money Campaign all oppose Proposition 32.

That's because Proposition 32 is not what it seems. Prop. 32 promises "political reform" but is really designed by special interests to help themselves and harm their opponents. That's why we urge a No vote.

WILL NOT TAKE MONEY OUT OF POLITICS

- Business Super PACs and independent expenditure committees are EXEMPT from Prop. 32's controls. These organizations work to elect or defeat candidates and ballot measures but aren't subject to the same contribution restrictions and transparency requirements for campaigns themselves.
- A recent Supreme Court decision allows these groups to spend unlimited amounts of money. Prop. 32 does nothing to deal with that.
- If Prop. 32 passes, Super PACs, including committees backed by corporate special interests, will become the major way campaigns are funded. These groups have already spent more than \$95,000,000 in California elections since 2004. Our televisions will be flooded with even more negative advertisements.

NOT REAL CAMPAIGN FINANCE REFORM

Real campaign reform treats everyone equally, with no special exemptions for anyone. Proposition 32 was intentionally written to exempt thousands of big businesses like Wall Street investment firms, hedge funds, developers, and insurance companies. Over 1000 of the companies exempted by this measure are listed as Major Donors by the California Secretary of State. They have contributed more than \$10,000,000 to political campaigns, just since 2009.

UNBALANCED AND UNFAIR

This measure says it prohibits unions from using payroll-deducted funds for political purposes. It says it also applies to corporations, so it sounds balanced. But 99% of California

corporations don't use payroll deductions for political giving; they would still be allowed to use their profits to influence elections. That's not fair or balanced.

Just take a look at the official summary. You can see the imbalance from this line: "Other political expenditures remain unrestricted, including corporate expenditures from available resources not limited by payroll deduction prohibition."

LOOK WHO'S BEHIND IT

Many top contributors to Proposition 32 are former insurance company executives, Wall Street executives, developers, and big money donors to causes which benefit from Prop. 32's special exemptions.

Sacramento has too much partisan bickering and gridlock. The money spent on political campaigns has caused all of us to mistrust the political campaign system. The sponsors of Proposition 32 are trying to use our anger and mistrust to change the rules for their own benefit.

PROPOSITION 32 WILL MAKE THINGS WORSE

Some say "this is unbalanced but it's a step forward." Here's the problem with that. Restricting unions and their workers while not stopping corporate special interests will result in a political system that favors corporate special interests over everyone else. If you don't want special interests in control of air and water safety and consumer protections, vote NO on Prop. 32.

Go to <http://www.VoteNoOn32.com> and see for yourself why Proposition 32 is not what it seems and will hurt average Californians. Vote NO on Proposition 32.

JENNIFER A. WAGGONER, President
League of Women Voters of California

DEREK CRESSMAN, Regional Director
California Common Cause

DAN STANFORD, Former Chairperson
California Fair Political Practices Commission

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★ **REBUTTAL TO ARGUMENT AGAINST PROPOSITION 32** ★

SPECIAL INTERESTS ARE NOT TELLING YOU THE TRUTH.

They say they oppose Prop. 32 for WHAT IT DOESN'T DO. But they're trying to stop it for WHAT IT DOES.

The fact is, Prop. 32 goes as far as the Supreme Court allows: It stops both corporations and unions from giving money to politicians. *No exemptions. No loopholes.*

YES ON 32: THREE SIMPLE REFORMS:

- For the 2010 elections, corporations and unions gave state politicians \$48 million. If Prop. 32 had been in place, *that \$48 million never could have been given to candidates.*
- Never again will contractors give money to politicians who approve their contracts.
- No more will corporations or unions take money from workers' paychecks to spend on politics. Under Prop. 32, every employer and union will have to ask permission, and every worker can say no.

Big-money special interests are spending *millions* to stop Prop. 32. They refuse to lose their power over Sacramento.

Just one example:

When the LA school district couldn't move quickly to fire a teacher for sexually abusing his students, it asked lawmakers to pass a law making it easier. But the state's largest teachers union—which gave \$1 million to politicians over two years—called in its army of lobbyists. They killed the reform.

LA Mayor Antonio Villaraigosa called it "cynical political manipulation." To the *San Francisco Chronicle* it was "sickening."

Business as usual hurts real Californians.

Take the big money out of politicians' hands. YES ON 32.

MARIAN BERGESON
Former California Secretary of Education

JON COUPAL, President
Howard Jarvis Taxpayers Association

HON. JOHN ARGUELLES
California Supreme Court Justice (Retired)

SEC. 16. Effective Date

Sections 4, 5, and 6 of this Act shall become operative on the first Monday of December in 2014. Unless otherwise specified in the Act, the other sections of the act shall become operative the day after the election at which the act is adopted.

SEC. 17. Legislative Counsel

(a) The people find and declare that the amendments proposed by this measure to Section 12 of Article IV of the California Constitution are consistent with the amendments to Section 12 of Article IV of the California Constitution proposed by Assembly Constitutional Amendment No. 4 of the 2009–10 Regular Session (Res. Ch. 174, Stats. 2010) (hereafter ACA 4), which will appear on the statewide general election ballot of November 4, 2014.

(b) For purposes of the Legislative Counsel's preparation and proofreading of the text of ACA 4 pursuant to Sections 9086 and 9091 of the Elections Code, and Sections 88002 and 88005.5 of the Government Code, the existing provisions of Section 12 of Article IV of the California Constitution shall be deemed to be the provisions of that section as amended by this measure. The Legislative Counsel shall prepare and proofread the text of ACA 4, accordingly, to distinguish the changes proposed by ACA 4 to Section 12 of Article IV of the California Constitution from the provisions of Section 12 of Article IV of the California Constitution as amended by this measure. The Secretary of State shall place the complete text of ACA 4, as prepared and proofread by the Legislative Counsel pursuant to this section, in the ballot pamphlet for the statewide general election ballot of November 4, 2014.

PROPOSITION 32

This initiative measure is submitted to the people in accordance with the provisions of Section 8 of Article II of the California Constitution.

This initiative measure adds sections to the Government Code; therefore, new provisions proposed to be added are printed in *italic type* to indicate that they are new.

PROPOSED LAW

SECTION 1. Title, Findings, and Declaration of Purpose

A. Special interests have too much power over government. Every year, corporations and unions contribute millions of dollars to politicians, and the public interest is buried beneath the mountain of special-interest spending.

B. Yet, for many years, California's government has failed its people. Our state is billions of dollars in debt and many local governments are on the verge of bankruptcy. Too often politicians ignore the public's need in favor of the narrow special interests of corporations, labor unions, and government contractors who make contributions to their campaigns.

C. These contributions yield special tax breaks and public contracts for big business, costly government programs that enrich private labor unions, and unsustainable pensions, benefits, and salaries for public employee union members, all at the expense of California taxpayers.

D. Even contribution limits in some jurisdictions have not slowed the flow of corporate and union political money into the

political process. So much of the money overwhelming California's politics starts as automatic deductions from workers' paychecks. Corporate employers and unions often pressure, sometimes subtly and sometimes overtly, workers to give up a portion of their paycheck to support the political objectives of the corporation or union. Their purpose is to amass millions of dollars to gain influence with our elected leaders without any regard for the political views of the employees who provide the money.

E. For these reasons, and in order to curb actual corruption and the appearance of corruption of our government by corporate and labor union contributions, the people of the State of California hereby enact the Stop Special Interest Money Now Act in order to:

1. Ban both corporate and labor union contributions to candidates;
2. Prohibit government contractors from contributing money to government officials who award them contracts;
3. Prohibit corporations and labor unions from collecting political funds from employees and union members using the inherently coercive means of payroll deduction; and
4. Make all employee political contributions by any other means strictly voluntary.

SEC. 2. The Stop Special Interest Money Now Act

Article 1.5 (commencing with Section 85150) is added to Chapter 5 of Title 9 of the Government Code, to read:

Article 1.5. The Stop Special Interest Money Now Act

85150. (a) Notwithstanding any other provision of law and this title, no corporation, labor union, or public employee labor union shall make a contribution to any candidate, candidate controlled committee; or to any other committee, including a political party committee, if such funds will be used to make contributions to any candidate or candidate controlled committee.

(b) Notwithstanding any other provision of law and this title, no government contractor, or committee sponsored by a government contractor, shall make a contribution to any elected officer or committee controlled by any elected officer if such elected officer makes, participates in making, or in any way attempts to use his or her official position to influence the granting, letting, or awarding of a public contract to the government contractor during the period in which the decision to grant, let, or award the contract is to be made and during the term of the contract.

85151. (a) Notwithstanding any other provision of law and this title, no corporation, labor union, public employee labor union, government contractor, or government employer shall deduct from an employee's wages, earnings, or compensation any amount of money to be used for political purposes.

(b) This section shall not prohibit an employee from making voluntary contributions to a sponsored committee of his or her employer, labor union, or public employee labor union in any manner, other than that which is prohibited by subdivision (a), so long as all such contributions are given with that employee's written consent, which consent shall be effective for no more than one year.

(c) This section shall not apply to deductions for retirement

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benefit, health, life, death or disability insurance, or other similar benefit, nor shall it apply to an employee's voluntary deduction for the benefit of a charitable organization organized under Section 501(c)(3) of Title 26 of the United States Code.

85152. For purposes of this article, the following definitions apply:

(a) "Corporation" means every corporation organized under the laws of this state, any other state of the United States, or the District of Columbia, or under an act of the Congress of the United States.

(b) "Government contractor" means any person, other than an employee of a government employer, who is a party to a contract between the person and a government employer to provide goods, real property, or services to a government employer. Government contractor includes a public employee labor union that is a party to a contract with a government employer.

(c) "Government employer" means the State of California or any of its political subdivisions, including, but not limited to, counties, cities, charter counties, charter cities, charter city and counties, school districts, the University of California, special districts, boards, commissions, and agencies, but not including the United States government.

(d) "Labor union" means any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

(e) "Political purposes" means a payment made to influence or attempt to influence the action of voters for or against the nomination or election of a candidate or candidates, or the qualification or passage of any measure; or any payment received by or made at the behest of a candidate, a controlled committee, a committee of a political party, including a state central committee, and county central committee, or an organization formed or existing primarily for political purposes, including, but not limited to, a political action committee established by any membership organization, labor union, public employee labor union, or corporation.

(f) "Public employee labor union" means a labor union in which the employees participating in the labor union are employees of a government employer.

(g) All other terms used this article that are defined by the Political Reform Act of 1974, as amended (Title 9 (commencing with Section 81000)), or by regulation enacted by the Fair Political Practices Commission, shall have the same meaning as provided therein, as they existed on January 1, 2011.

SEC. 3. Implementation

(a) If any provision of this measure, or part of it, or the application of any such provision or part to any person, organization, or circumstance, is for any reason held to be invalid or unconstitutional, then the remaining provisions, parts, and applications shall remain in effect without the invalid provision, part, or application.

(b) This measure is not intended to interfere with any existing contract or collective bargaining agreement. Except as governed by the National Labor Relations Act, no new or

amended contract or collective bargaining agreement shall be valid if it violates this measure.

(c) This measure shall be liberally construed to further its purposes. In any legal action brought by an employee or union member to enforce the provisions of this act, the burden shall be on the employer or labor union to prove compliance with the provisions herein.

(d) Notwithstanding Section 81012 of the Government Code, the provisions of this measure may not be amended by the Legislature. This measure may only be amended or repealed by a subsequent initiative measure or pursuant to subdivision (c) of Section 10 of Article II of the California Constitution.

PROPOSITION 33

This initiative measure is submitted to the people in accordance with the provisions of Section 8 of Article II of the California Constitution.

This initiative measure adds a section to the Insurance Code; therefore, new provisions proposed to be added are printed in *italic type* to indicate that they are new.

PROPOSED LAW

SECTION 1. Title

This measure shall be known as the 2012 Automobile Insurance Discount Act.

SEC. 2. The people of the State of California find and declare that:

(a) Under California law, the Insurance Commissioner regulates insurance rates and determines what discounts auto insurance companies can give to drivers.

(b) It is in the best interest of California insurance consumers to be allowed to receive discounted prices if they have continuously followed the state's mandatory insurance laws, regardless of which insurance company they have used.

(c) A consumer discount for continuous automobile coverage rewards responsible behavior. That discount should belong to the consumer, not the insurance company.

(d) A personal discount for maintaining continuous coverage creates competition among insurance companies and is an incentive for more consumers to purchase and maintain automobile insurance.

SEC. 3. Purpose

The purpose of this measure is to allow California insurance consumers to obtain discounted insurance rates if they have continuously followed the mandatory insurance law.

SEC. 4. Section 1861.023 is added to the Insurance Code, to read:

1861.023. (a) *Notwithstanding paragraph (4) of subdivision (a) of Section 1861.02, an insurance company may use continuous coverage as an optional auto insurance rating factor for any insurance policy subject to Section 1861.02.*

(b) *For purposes of this section, "continuous coverage" shall mean uninterrupted automobile insurance coverage with any admitted insurer or insurers, including coverage provided pursuant to the California Automobile Assigned Risk Plan or the California Low-Cost Automobile Insurance Program.*



AGENDA BILL

Agenda Item No. 5(l)

Date: September 18, 2012
To: El Cerrito City Council
From: Mary Dodge, Administrative Services Director/City Treasurer
Subject: June 30, 2012 Quarterly Investment Report

ACTION REQUESTED

Receive and file the City's June 30, 2012 Quarterly Investment Report.

QUARTERLY INVESTMENT REPORT REVIEW

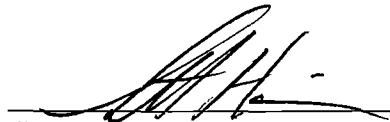
The Quarterly Investment Report shows that the city's investments had a par value of \$5,673,950.64 as of June 30, 2012, an increase of \$2,966,654.48 from last quarter due to the receipt of the June property tax payment as well as some grant reimbursements.

Without any bond proceeds to invest, the City continues to have minimal investments that are not required for debt service reserves, and to have limited, if any, interest earnings on those restricted funds. Debt reserve funds are required to be in very secure portfolios and U.S. Treasury funds are the most secure repository. Local Agency Investment Fund (LAIF) continues to provide the most liquid investment asset available and will continue to be used to invest the operational portion of the city's cash in order to maintain cash flow. Of the total amount invested, \$3,502,167.26 (61.724%) is invested in Pooled Funds/LAIF and \$2,171,783.38 (38.276%) is held in Money Market funds. Overall, interest rates continue to be extremely low and currently LAIF is at .36%, which is two basis points down from the last quarter.

FINANCIAL CONSIDERATIONS

The purpose of the City's Investment Policy is to provide guidelines for the prudent investment of the City's idle funds, and to outline the policies for maximizing the efficiency of the City's cash management system. The ultimate goal is to enhance the economic status of the City while protecting the funds at all times. The City's investments are in compliance with the "Authorized Investments" section of the Investment Policy.

Reviewed by:


Scott Hanin
City Manager

Attachment:

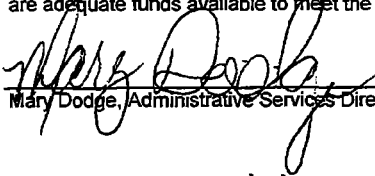
1. City of El Cerrito June 30, 2012 Quarterly Investment Report.

City of El Cerrito

Quarterly Investment Report For the Period Ending June 30, 2012

FUND	INVESTMENT TYPE	INVESTMENT	TRUSTEE/ BROKER	PAR VALUE	COST	INTEREST OR YIELD	MATURITY DATE	COST/ 100	MARKET VALUE
Pooled Investments	Pooled Fund	LAIF	CA State Treasurer	\$3,502,167.26	\$3,502,167.26	0.36%	N/A	100.00	\$3,502,167.26
Swim Center Fund	Money Market	Federated.Prm Money Market	Bank of NY	\$366,489.42	\$366,489.42	0.01%	N/A	100.00	\$366,489.42
City Hall Debt Fund	Money Market	Union Bank/ US Treasuries	Union Bank of CA	\$603,309.23	\$603,309.23	0.01%	N/A	100.00	\$603,309.23
Street Improvement Fund	Money Market	Union Bank/Blackrock Liquidity	Union Bank of CA	\$741,210.97	\$741,210.97	0.01%	N/A	100.00	\$741,210.97
Integrated Waste Mgmt Fund	Money Market	Capital One Bank	Deutsche Bank	\$460,773.76	\$460,773.76	0.00%	N/A	100.00	\$460,773.76
TOTALS, as of June 30, 2012				\$5,673,950.64	\$5,673,950.64				\$5,673,950.64

I certify that this report is in compliance with the City of El Cerrito Investment Policy and California Government Code 53646 and that there are adequate funds available to meet the next six months of estimated expenditures.


Mary Dodge, Administrative Services Director/City Treasurer



AGENDA BILL

Agenda Item No. 6

Date: September 18, 2012

To: El Cerrito City Council

From: Michael J. Bond, Fire Marshal
Lance J. Maples, Fire Chief

Subject: Abatement of Fire Hazard Public Nuisances on Four Properties Pursuant to Municipal Code Chapter 16.26

ACTION REQUESTED

Conduct a public hearing and upon conclusion adopt a Resolution confirming the cost of abatement of public nuisance conditions resulting from the presence of weeds, rubbish, litter or other flammable material on private property designated in Exhibit A to the Resolution as authorized in El Cerrito Municipal Code Chapter 16.26.

BACKGROUND

The Fire Department has completed its annual fire hazard abatement program. The purpose of this program is to remove weeds, dry grass, stubble, brush, rubbish, litter and other flammable material from private properties where such flammable material endangers the public safety by creating a public nuisance and a fire hazard.

Notices were sent to 187 parcel owners notifying them that hazards existed on their parcels. With support and help from the Fire Department all but four property owners abated the hazards on their parcels.

The property owners identified in Exhibit A failed to abate the fire hazards on their property. For these properties the City has followed a statutory procedure to remove the hazardous conditions. This procedure is specified in the July 17, 2012 Agenda Bill and Resolution No. 2012-55. The owners of the properties identified in Exhibit A were notified that if they did not abate the hazardous conditions on their property, the City would do so. They were given the opportunity at a public hearing to object to the City's plan to abate these conditions. The City then sent the owners of the properties identified in Exhibit A, a second notice, informing them that the City would perform abatement through its own staff or through private contract sometime between August 1 and August 22, 2012. The property owners identified in Exhibit A failed to abate the hazards and the City then performed the abatement work through private contractors.

Notice has been sent to the owners of the properties identified in Exhibit A informing them of a scheduled hearing before the City Council on September 18, 2012 to confirm the costs of the abatement work performed on their properties.

ANALYSIS

The fire hazard abatement procedure provides ample due process for the affected property owners, well beyond the minimum procedure statutorily required. The most important part of the procedure is that the property owners listed in Exhibit A were given the opportunity to contest whether their property constituted a public nuisance and a fire hazard at a public hearing before the City Council. The property owners did not contest the designation, nor did the property owners voluntarily abate the nuisance conditions. The City Council therefore directed City staff to abate said conditions.

This matter appears before the City Council for the sole purpose of confirming the abatement costs already incurred by the City for the properties identified in Exhibit A. At this hearing the City Council should review the reasonableness of the costs of abatement as specified, and then determine the abatement costs to be assessed. Resolution No. 2012-55 provides for confirmation of the report of abatement costs, and the attached Exhibit B specifies the administrative costs associated with each of the properties. Once confirmed by the City Council, the costs of abating the nuisance will be forwarded to the County Auditor by October 28, 2012 for assessment to the individual property and a lien will be recorded with the County Recorder.

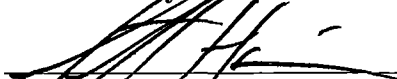
FINANCIAL CONSIDERATIONS

The abatement work has been completed by contract labor and the City has paid the contractors a total of \$950.00 for their work. The City and County administrative costs of \$2,520.00 have been added bringing the total cost to \$3,470.00. These costs include 1) Fire Department investigation, boundary determination and supervision of the contract labor; and 2) City Administration costs for the program. In order for the City to fully recover the direct and indirect costs of \$3,470.00 already incurred for the abatement work performed, the City Council should confirm the staff report on the costs of abatement at this time so that these costs can be forwarded to the County for collection from the property owner.

LEGAL CONSIDERATIONS

The City Attorney has reviewed and approved the process.

Reviewed by:



Scott Hanin, City Manager

Attachments:

1. Resolution 2012-XX
2. Exhibit A - Property List
3. Exhibit B - Cost Analysis & Contractor Invoice for Abatement

RESOLUTION NO. 2012-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO CONFIRMING THE REPORT OF THE COSTS OF ABATEMENT OF PUBLIC NUISANCE CONDITIONS RESULTING FROM THE PRESENCE OF WEEDS, RUBBISH, LITTER OR OTHER FLAMMABLE MATERIAL ON THE PRIVATE PROPERTY DESIGNATED HEREIN UNDER THE AUTHORITY CONTAINED IN EL CERRITO MUNICIPAL CODE CHAPTER 16.26

WHEREAS, El Cerrito Municipal Code Chapter 16.26, et seq. provides a method by which a local legislative body may abate public nuisance conditions on private property relating to weeds, rubbish, litter or other flammable material which creates a fire hazard, a menace to the public health or which is otherwise noxious or dangerous; and

WHEREAS, pursuant to El Cerrito Municipal Code Chapter 16.26 the El Cerrito City Council declared, through Resolution No. 2012-55, that the properties identified herein in Exhibit A constitute a public nuisance because the presence of weeds, rubbish, litter or other flammable material on the properties created a fire hazard, a menace to the public health, or were otherwise noxious or dangerous; and

WHEREAS, through Resolution No. 2012-55 the City Council directed, under the further authority of El Cerrito Municipal Code Chapter 16.26, that notice be provided to the owners of the properties identified in Exhibit A informing the owners that if they did not abate the nuisance conditions, that these conditions would be abated by the City, and that upon confirmation, the abatement costs would constitute a lien upon the properties until paid; and

WHEREAS, through Resolution No. 2012-55 the City Council further directed that a public hearing be scheduled at which time the owners of the properties identified in Exhibit A could present objections to the designation of their property as a public nuisance and objections to the abatement of these public nuisance conditions by the City; and

WHEREAS, notice designating the properties identified in Exhibit A a public nuisance and informing the owners of the properties of the right to object to such designation and proposed abatement by the City was provided to the owners of the properties as required by Government Code Sections 39560 through 39588; and

WHEREAS, the owners of the properties identified in Exhibit A did not appear at the July 17, 2012 public hearings to contest the public nuisance designation or to object to the abatement of the public nuisance conditions by the City; and

WHEREAS, at the conclusion of the July 17, 2012 public hearings, the City Council, by Resolution No. 2012-55 directed the City Manager or designee to abate those public nuisance conditions as provided for by El Cerrito Municipal Code Chapter 16.26 and Government Code Sections 39560 through 39588; and

WHEREAS, the City Council further directed the City Manager or designee to keep an account of the cost of abatement for each property on which work was performed and that a report be prepared and presented to the City Council so that, after notice and hearing, these abatement costs could be confirmed as a special assessment against the property; and

WHEREAS, after the adoption of Resolution No. 2012-55 a second notice was mailed to the owners of the properties identified in that resolution informing the property owners that if they did not abate the public nuisance conditions on the properties, that the City would abate these nuisance conditions and assess the abatement costs against the properties; and

WHEREAS, as required by El Cerrito Municipal Code Chapter 16.26 the El Cerrito City Council conducted a hearing on September 18, 2012 at which an opportunity was given to voice objections regarding the report and the assessment of the abatement costs for the properties identified in Exhibit A of this Resolution. Notice of the hearing was provided to the owners of the properties; and

WHEREAS, at the September 18, 2012 hearing, the property owners were given the opportunity to object and protest the report and the abatement costs assessed. The property owners were also given the opportunity to present evidence in support of their arguments; and

WHEREAS, such testimony provided at the public hearing included a description of the public nuisance conditions which existed at the property prior to the abatement, a description of the services required to abate those conditions, the cost to the City in abating those conditions and such other matters deemed relevant by the City Council; and

WHEREAS, the City Council does hereby conclude that the abatement costs as contained in Exhibit B, B-1 through B-4, as such costs may have been modified by the City Council after a review of the evidence, are fair and reasonable. This determination is based on the evidence submitted by the property owners, the evidence submitted by City staff, the evidence concerning the nuisance conditions which existed at the property prior to abatement, the evidence concerning the scope of services required to abate those conditions, and such other matters deemed relevant by the City Council.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito does hereby confirm the report of the costs of abatement as contained in Exhibit B, B1 through B4 of this Resolution.

BE IT FURTHER RESOLVED that the costs of abatement shall be levied as a special assessment against the property and that these costs shall be certified to the auditor of Contra Costa County so that the costs of abatement shall be collected at the same time and in the same manner as ordinary municipal taxes.

BE IT FURTHER RESOLVED that a certified copy of this Resolution confirming the abatement costs for the properties identified in Exhibit A of this Resolution shall be filed with the County Auditor on or before October 28, 2012.

BE IT FURTHER RESOLVED that the City Manager or designee shall take such action as may be necessary to record the abatement costs for the property identified in Exhibits A and B of this Resolution with the County Recorder as a lien against the property as provided for in El Cerrito Municipal Code Chapter 16.26

I CERTIFY that at a regular meeting on September 18, 2012 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 September __, 2012.

Cheryl Morse, City Clerk

APPROVED:

William C. Jones III, Mayor

Agenda Item No. 6
Attachment 2, Resolution Exhibit A

EXHIBIT A

El Cerrito
List of Real Abated Properties
9-18-2012

<u>APN</u>	<u>Street Address</u>
5012900030	6356 CONLON AVE
5051010204	7834 BURNS CT (VACANT)
5013300149	6469 HAGEN BLVD (VACANT)
5013300131	6473 HAGEN BLVD (VACANT)

Invoice**Oakland Hills
Brush Clearing**

6114 La Salle Ave #235

Oakland, CA 94611

(510) 339-9991

Date	Invoice #
8/10/2012	1809

Bill To

E.C.F.D.

10890 San Pablo Ave.

El Cerrito, Ca. 94530

Description	Amount
6356 Conlon Ave. Fire Prevention clearing of weeds and brush in front yard. Hauling.	185.00
Thank you for your business.	Total \$185.00

EXHIBIT B-1 page 2

REPORT ON ABATEMENT OF FIRE HAZARDS EL CERRITO FIRE DEPARTMENT

Property:

Parcel Number: 5012900030
Property Address: 6356 Conlon Ave. El Cerrito, CA 94530
Contact Address: 6356 Conlon Ave. El Cerrito, CA 94530

Owner' Name: Pema Gurung

Abatement Work Performed:

Description: Clearing and hauling of weeds and brush in front yard

Date Work Performed: August 8, 2012

Work Performed By: Oakland Hills Brush clearing
6114 La Salle Ave. # 235.
Oakland, Ca. 94611
510- 339-9991

Contracted Costs..... \$185.00

Administrative Costs: Fire Department Investigation,
Boundary determination and supervision
1Hr 45 min. X \$168.00 \$294.00

Fire Department Administration Fees
2 Hrs. X \$168.00.....\$336.00

Property Tax collection fee N/C

County Recording and
Administration fees N/C

TOTAL ABATEMENT COST: \$815.00

Certified by: _____ Date: _____
David Ciappara
Fire Prevention Officer

Exhibit B-1 page 3

**EL CERRITO CITY ADMINISTRATIVE COST
WORK SHEET**

6356 Conlon Ave.

6/8/2012 - Initial inspection and notice	15 min @ \$168.00 hr	\$42.00
7/5/2012 – Reinspection	15 min @ 168.00 hr	\$42.00
7/9/2012 - Office work for City Council Meeting	30 min @ 168.00 hr	\$84.00
7/18/2012 - Reinspection and notice	15 min @168.00 hr	\$42.00
7/27/2012 - Vendor bid inspection	45 min @ 168.00 hr	\$126.00
8/8/2012 - Vendor observation / inspection	15 min @ 168.00 hr	\$42.00
8/17/2012 - Office work for City Council Meeting	.30 min @ 168.00 hr	\$84.00
10/28/2012 - County Record Abatement Martinez..	.60 min @ 168.00 hr	\$168.00
TOTAL ADMINISTRATIVE COST		\$630.00

Invoice**Oakland Hills
Brush Clearing**

6114 La Salle Ave #235
Oakland, CA 94611
(510) 339-9991

Date	Invoice #
8/10/2012	1808

Bill To

E.C.F.D.
10890 San Pablo Ave.
El Cerrito, Ca. 94530

Description	Amount
7834 Burns Ct. Fire Prevention clearing of weeds on vacant parcel.	185.00
Thank you for your business.	Total \$185.00

EXHIBIT B-2 page 2

REPORT ON ABATEMENT OF FIRE HAZARDS EL CERRITO FIRE DEPARTMENT

Property:

Parcel Number: 5051010204
Property Address: 7834 Burns Ct. El Cerrito, CA 94530
Contact Address: PO Box 187005 Sacramento, CA 95818

Owner' Name: State of California (Real Estate Department)

Abatement Work Performed:

Description: Clearing of weeds on vacant parcel

Date Work Performed: August 8, 2012

Work Performed By: Oakland Hills Brush clearing
6114 La Salle Ave. # 235.
Oakland, Ca. 94611
510- 339-9991

Contracted Costs..... \$185.00

Administrative Costs: Fire Department Investigation,
Boundary determination and supervision
1Hr 45 min. X \$168.00 \$294.00

Fire Department Administration Fees
2 Hrs. X \$168.00.....\$336.00

Property Tax collection fee N/C

County Recording and
Administration fees N/C

TOTAL ABATEMENT COST: \$815.00

Certified by: _____ Date: _____
David Ciappara
Fire Prevention Officer

EL CERRITO CITY ADMINISTRATIVE COST WORK SHEET

7834 Burns Ct.

6/8/2012 - Initial inspection and notice	15 min @ \$168.00 hr	\$42.00
7/5/2012 - Reinspection	15 min @ 168.00 hr	\$42.00
7/9/2012 - Office work for City Council Meeting	30 min @ 168.00 hr	\$84.00
7/18/2012 - Reinspection and notice	15 min @ 168.00 hr	\$42.00
7/27/2012 - Vendor bid inspection	45 min @ 168.00 hr	\$126.00
8/8/2012 - Vendor observation / inspection	15 min @ 168.00 hr	\$42.00
8/17/2012 - Office work for City Council Meeting	30 min @ 168.00 hr	\$84.00
10/28/2012 - County Record Abatement Martinez	60 min @ 168.00 hr	\$168.00
TOTAL ADMINISTRATIVE COST		\$630.00

**Oakland Hills
Brush Clearing**

6114 La Salle Ave #235
Oakland, CA 94611
(510) 339-9991

Agenda Item No. 6
Attachment 3
Exhibit B3, Pg 1

Invoice

Date	Invoice #
8/10/2012	1811

Bill To
E.C.F.D. 10890 San Pablo Ave. El Cerrito, Ca. 94530

Description	Amount
6469 Hagen Blvd. Fire Prevention clearing of weeds & wild anise on steep, upsloping vacant parcels. Hauling.	290.00
Thank you for your business.	Total \$290.00

EXHIBIT B-3 page 2

REPORT ON ABATEMENT OF FIRE HAZARDS EL CERRITO FIRE DEPARTMENT

Property:

Parcel Number: 5013300149
Property Address: 6469 Hagen Blvd. El Cerrito, CA 94530
Contact Address: 4521 Campus Dr. #351, Irvine, CA 92612

Owner' Name: Karen Chang Trust

Abatement Work Performed:

Description: Clearing and hauling of weeds and wild anise on steep, upsloping vacant parcel

Date Work Performed: August 8, 2012

Work Performed By: Oakland Hills Brush clearing
6114 La Salle Ave. # 235.
Oakland, Ca. 94611
510- 339-9991

Contracted Costs..... \$290.00

Administrative Costs: Fire Department Investigation,
Boundary determination and supervision
1Hr 45 min. X \$168.00 \$294.00

Fire Department Administration Fees
2 Hrs. X \$168.00.....\$336.00

Property Tax collection fee N/C

County Recording and
Administration fees N/C

TOTAL ABATEMENT COST: \$920.00

Certified by: _____ Date: _____
David Ciappara
Fire Prevention Officer

EL CERRITO CITY ADMINISTRATIVE COST WORK SHEET

6469 Hagen Blvd.

6/8/2012 - Initial inspection and notice	15 min @ \$168.00 hr	\$42.00
7/5/2012 – Reinspection	15 min @ 168.00 hr	\$42.00
7/9/2012 - Office work for City Council Meeting	30 min @ 168.00 hr	\$84.00
7/18/2012 - Reinspection and notice	15 min @ 168.00	\$42.00
7/27/2012 - Vendor bid inspection	45 min @ 168.00 hr	\$126.00
8/8/2012 - Vendor observation / inspection	15 min @ 168.00 hr	\$42.00
8/17/2012 - Office work for City Council Meeting	30 min @ 168.00 hr	\$84.00
10/28/2012 - County Record Abatement Martinez	60 min @ 168.00 hr	\$168.00

TOTAL ADMINISTRATIVE COST

\$630.00

Invoice**Oakland Hills
Brush Clearing**

6114 La Salle Ave #235
Oakland, CA 94611
(510) 339-9991

Date	Invoice #
8/17/2012	1817

Bill To

E.C.F.D.
10890 San Pablo Ave.
El Cerrito, Ca. 94530

Description	Amount
6473 Hagen Blvd. Fire Prevention clearing of weeds and wild anise on steep, upsloping lot.	290.00
Thank you for your business.	Total \$290.00

EXHIBIT B-4 page 2

REPORT ON ABATEMENT OF FIRE HAZARDS EL CERRITO FIRE DEPARTMENT

Property:

Parcel Number: 5013300131
Property Address: 6473 Hagen Blvd. El Cerrito, CA 94530
Contact Address: 4521 Campus Dr. #351, Irvine, CA 92612

Owner' Name: Karen Chang Trust

Abatement Work Performed:

Description: Clearing and hauling of weeds and wild anise on steep, upsloping vacant parcel

Date Work Performed: August 8, 2012

Work Performed By: Oakland Hills Brush clearing
6114 La Salle Ave. # 235.
Oakland, Ca. 94611
510- 339-9991

Contracted Costs..... \$290.00

Administrative Costs: Fire Department Investigation,
Boundary determination and supervision
1Hr 45 min. X \$168.00 \$294.00

Fire Department Administration Fees
2 Hrs. X \$168.00.....\$336.00

Property Tax collection fee N/C

County Recording and
Administration fees N/C

TOTAL ABATEMENT COST: **\$920.00**

Certified by: _____ Date: _____
David Ciappara
Fire Prevention Officer

EL CERRITO CITY ADMINISTRATIVE COST WORK SHEET

6473 Hagen Blvd.

6/8/2012 - Initial inspection and notice	15 min @ \$168.00 hr	\$42.00
7/5/2012 - Reinspection	15 min @ 168.00 hr	\$42.00
7/9/2012 - Office work for City Council Meeting	30 min @ 168.00 hr	\$84.00
7/18/2012 - Reinspection and notice	15 min @ 168.00 hr	\$42.00
7/27/2012 - Vendor bid inspection	45 min @ 168.00 hr	\$126.00
8/8/2012 - Vendor observation / inspection	15 min @ 168.00 hr	\$42.00
8/17/2012 - Office work for City Council Meeting	30 min @ 168.00 hr	\$84.00
10/28/2012 - County Record Abatement Martinez	60 min @ 168.00 hr	\$168.00
TOTAL ADMINISTRATIVE COST		\$630.00



AGENDA BILL

Agenda Item No. 7(A)

Date: September 18, 2012
To: El Cerrito City Council
From: Sukari Beshears, Employee Services Manager
Subject: Adopt a Memorandum of Understanding for Service Employees International Union (SEIU), Local 1021 and Amend Paying and Reporting the Value of Employer Paid Member Contributions for SEIU, Local 1021 Employees

ACTION REQUESTED

Staff requests that the City Council take the following actions:

1. Adopt a resolution adopting the Memorandum of Understanding between the City of El Cerrito and the Service Employees International Union (SEIU), Local 1021 effective July 1, 2012 through June 30, 2014; and
2. Adopt a resolution amending the paying and reporting of the value of employer paid member contributions for SEIU, Local 1021.

BACKGROUND/ANALYSIS

The City Council adopted a Memorandum of Understanding (MOU) between the City of El Cerrito and SEIU, Local 1021 effective July 1, 2005 to June 30, 2010. In July 2010, the City Council adopted a side letter to extend the MOU for two (2) years from July 1, 2010 to June 30, 2012.

City representatives negotiated with SEIU for three months, from April 24, 2012 to July 24, 2012. On July 24, 2012, a tentative agreement was reached between the City representatives and the SEIU negotiations team. The tentative agreement was presented to the SEIU members for a vote on August 15, 2012. The members voted to approve the tentative agreement. As a result, SEIU authorized an agreement with the City to approve the MOU effective July 1, 2012 to June 30, 2014. The concessions made by SEIU and other employees have made a significant contribution to ensure the City maintain current service levels without workforce reductions.

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

1. Employees will contribute a total of 2.5% (1.5% increase) of the member contribution to the Public Employees Retirement System (PERS) in fiscal year 2012-13 and employees will increase their contribution to 3% (.5% increase) in fiscal year 2013-14.

AGENDA BILL

Agenda Item No. 7(A)

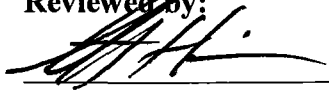
2. During the term of the MOU, the City will amend its contract with PERS to implement a second tier retirement formula for the local miscellaneous members. The second tier retirement formula will be 2% @ 60 with the three year average option to be integrated with Social Security.
3. Effective the first full pay period in July 2013 all represented classes will receive a 3.25% wage increase. No increase will be received in 2012.
4. Employees shall reimburse the City the equivalent of 22.5 hours (pro-rated for part-time) for furlough through payroll deduction each fiscal year. The program will conclude on June 30, 2014.
5. Annual Floating Holidays will be reduced from three days to two days.
6. The term of the agreement is two years.

In addition to the Resolution attached to adopt the MOU implementing the changes, CalPERS requires the governing body of the City of El Cerrito to adopt a separate resolution amending the paying and reporting of the value of the employer paid member contributions and has provided specific wording that is included in the resolution presented with this report.

FINANCIAL CONSIDERATIONS

The concessions by the Service Employees International Union (SEIU), Local 1021 will save the City approximately \$79,000 in fiscal year 2012-13. In fiscal year 2013-14, the 3.25% wage increase next fiscal year will be more than offset by the three furlough days, loss of a vacation day and the further increased pension contribution with a net savings to the City of \$21,000. Thereafter, the cost to the City is approximately \$15,000 annually. Overall compensation was adjusted to the median in 2006 and has not been readjusted since that time or as part of this extension. Staff will be moving towards the implementation of the Second Tier for non-sworn employees this calendar year and sworn employees in the near future.

Reviewed By:


Scott Hanin, City Manager

Attachments:

1. Resolution Adopting the Memorandum of Understanding between the City of El Cerrito and the Service Employees International Union (SEIU), Local 1021
2. Memorandum of Understanding between the City of El Cerrito and the Service Employees International Union (SEIU), Local 1021

AGENDA BILL

Agenda Item No. 7(A)

3. Resolution Amending the Payment and Reporting of EPMC for SEIU, Local 1021 Employees

RESOLUTION 2012-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO
ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
EL CERRITO AND THE SERVICE EMPLOYEES INTERNATIONAL UNION
(SEIU), LOCAL 1021 EMPLOYEES

WHEREAS, the Meyers-Miliias-Brown Act allows employee units within the City to represent themselves on matters within the scope of representation, including wages, hours and other terms and conditions of employment; and

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

WHEREAS, the SEIU, Local 1021 is recognized as the majority bargaining unit for full-time and part-time represented general employees; and

WHEREAS, representatives of the City of El Cerrito and the SEIU, Local 1021, have met and conferred in good faith; and

WHEREAS, the City of El Cerrito and SEIU, Local 1021 representatives have reached agreement regarding matters within the scope of representation, including wages, hours and other terms and conditions of employment; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of El Cerrito that it hereby adopts the Memorandum of Understanding, herein incorporated by reference and attached hereto as Exhibit A, between the City of El Cerrito and SEIU, Local 1021 effective July 1, 2012 through June 30, 2014.

I CERTIFY that at a regular meeting on September 18, 2012, the El Cerrito City Council passed this resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on September XX, 2012.

Cheryl Morse, City Clerk

APPROVED:

William C. Jones III, Mayor

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL CERRITO
AND
SERVICE EMPLOYEES INTERNATIONAL
UNION (SEIU) LOCAL 1021



July 1, 2012 to June 30, 2014

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL CERRITO
AND**

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 1021

ARTICLE I

Preamble

This Agreement is entered into by and between the City of El Cerrito, hereinafter referred to as the "City," and Service Employees International Union (SEIU) Local 1021, hereinafter referred to as the "Union."

ARTICLE II

Nondiscrimination and Affirmative Action

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

The Union and the City will not discriminate in employment relations against any employee because of sex, sexual preference, gender, race, age, national origin, marital status, religion, disability or political affiliation. The City will comply with all State and Federal Laws and Regulations regarding discrimination. The Union and City further agree not to harass or retaliate against any employee on any of the prohibited bases specified above. The Union will support the City in achieving the goals of the City's Affirmative Action Plan. The Union and the City equally share the responsibility for upholding this provision of the agreement.

ARTICLE III

Term and Scope of Agreement

3.1 Duration of this Memorandum

The recommendations set forth in the Memorandum of Understanding are final. Except as otherwise provided herein, no changes or modifications shall be offered, urged or otherwise presented by the Union or the City for the duration of this agreement, provided, however, that nothing herein shall prevent the parties to this Memorandum of Understanding from meeting and conferring and making modifications herein by mutual consent. The term of this agreement shall be from July 1, 2012 to June 30, 2014.

3.2 Extension of Agreement

In the event that the City and Union fail to secure a successor agreement prior to the

expiration date of this Memorandum of Understanding, the parties may agree mutually in writing to extend the term of this agreement for any period of time.

3.3 Maintenance of Benefits

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

3.4 Procedure for Meet and Confer; Meet and Confer in Good Faith; Scope

The City, through its representatives, shall meet and confer in good faith with representatives of the Union regarding matters within the scope of representation, including wages, hours and other terms and conditions of employment in accordance with the Meyers-Miliias-Brown Act.

ARTICLE IV

The Union

4.1 Union Recognition

Pursuant to and in accordance with all applicable provisions of the California Government Code 3500 through 3510 as amended, the City hereby recognizes the Union as the sole and exclusive representative for the purpose of meeting and conferring with respect to rates of compensation, hours and other terms and conditions of employment for the term of the Memorandum for all of the job classifications listed. Such groups of employees shall hereinafter be known as "the Unit."

4.2 Union Membership

The following classifications will be considered "the Unit" as represented by the Union:

Full-time and Permanent Part-time (¾-time or more) Positions in the following Functional Areas: These titles may also be used for other hourly positions.

Maintenance:

- Maintenance Services Leadworker
- Maintenance Worker
- Maintenance Worker - Entry
- Fork Lift Operator
- Custodian
- Custodian Leadworker
- Recycling Maintenance Worker
- Recycling Maintenance Worker - Entry

Recreation/Childcare/Seniors:

- Community Services Coordinator
- Childcare Teacher (licensed)

Recreation Registrar Assistant

General and Administrative:

- Account Clerk
- Account Clerk Technician
- Accountant I
- Administrative Clerk
- Administrative Clerk Specialist
- Building Inspector I
- Building Inspector II
- Building Permit Technician I
- Building Permit Technician II
- Building Permit Technician III
- Building Plan Checker I
- Building Plan Checker II
- Assistant Engineer
- Engineering Technician
- Information Systems Technician
- Associate Planner
- Assistant Planner
- Management Assistant
- Program Registrar
- Waste Prevention Specialist

Regular and Temporary/Seasonal Part-time Designations:

Salary Grade 430 - CSTI/CHIL-I/AD3:

- Custodian I
- Childcare Aide
- Preschool Aide

Salary Grade 440 - Custodian II:

Salary Grade 441 - AIDE IV R:

- Childcare Teacher (no license)
- Preschool Teacher
- Youth Bus Driver
- Van Driver

Salary Grade 452 Represented - AIDE V

- Open-House Assistant
- Senior Services Assistant
- Preschool Director
- Nutrition Manager
- Respite Program Aide

4.3 Definitions

A. Part-time Employees

Part-time Employees are defined as any employees who work less than full-time. These classifications shall be paid an hourly wage for hours worked.

1. Permanent Part-time Employees

Permanent part-time employees are defined as those positions that work less than full-time and are part of the City's classified service. After serving a one-year probationary period they advance to regular classified status. This classification shall receive all benefits on a partial basis, except for medical and dental insurance, which the City shall provide the same as for full-time employees.

2. Regular Part-time Employees

Regular part-time employees are defined as part-time employees who work less than full time and receive benefits specified in this Memorandum of Understanding.

3. Temporary/Seasonal Part-time Employees

Temporary/Seasonal part-time employees are defined as employees who receive no benefits other than those required by law or specified in this Memorandum of Understanding.

B. Probationary Period

The probationary period for original and promotional appointments shall be twelve (12) months for full and part-time employees. The probationary period is regarded as part of the testing process and is utilized to evaluate closely the employee's work performance. An employee may be rejected without cause during this period. Upon satisfactory completion of the 12-month probationary period, the department manager shall recommend that eligible employees advance to regular permanent status.

4.4 Union Representatives

The Union may appoint a steward from each work area, as follows: recreation & childcare, senior services, integrated waste management, corporation yard, City Hall and a steward from the custodian class series. In addition, an alternate steward in each division may be designated. The Union shall provide to the City a current list of stewards, regularly updated.

If an aggrieved employee desires the assistance of a steward as provided in the grievance procedure, the City shall afford said steward reasonable time off during working hours without loss of compensation or other benefits to investigate and take up such grievance. The grievant or the grievant's steward shall obtain specific approval of the division manager or, in the division manager's absence, another authorized City management official before the steward leaves his or her duties, work situation or assignment for the purpose of investigating and processing a grievance.

4.5 Union and Management Meeting

Stewards shall be allowed one hour a month without loss of compensation or other benefits for the express purpose of meeting together to conduct the business of the Union in relationship to its responsibilities for effective labor relations with the City. The Stewards will notify the City prior to the monthly meeting if they need to meet with City management representatives to discuss items of mutual concern. The City will schedule a meeting within one week of the Union's request.

4.6 Dues Deductions

The City shall deduct regular monthly Union membership dues bi-weekly for Union members who have signed an authorization card furnished by Local 1021 and approved by the City. Said deductions shall be forwarded promptly to the Union office. The employees' earnings must be regularly sufficient to cover the amount of the appropriate Union dues after other legal and required deductions are made. When a member in good standing with the Union is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings, nor will the member deposit the amount with the employer which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only part of a pay period and the salary is not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues. The Union shall indemnify, defend and hold harmless the City against any claims made against and any suit instituted against the City on account of said deductions. Dues deductions shall be made only for Service Employees International Union Local 1021 so long as Service Employees International Union Local 1021 is the sole and exclusive bargaining representative.

4.7 Revocation of Union Membership

It is understood that an employee may not revoke his or her authorization for regular monthly Union membership dues deductions except during a period no less than 60 days nor more than 90 days preceding the expiration date of this agreement.

It is understood further that, if an employee does not revoke his or her authorization for membership dues deductions during the time period specified above, said dues shall be deducted from the employee's earnings for the remaining portion of the year without right of further revocation, except in the event of employee's death or termination from the City service, as long as Service Employees International Union Local 1021 is the sole and exclusive bargaining representative.

4.8 Union Security - Agency Shop

A. Positions subject to Agency Shop. The provisions contained herein shall apply to all full-time City employees subject to this Memorandum of Understanding, except for management, confidential and supervisory employees who are exempt from agency shop provisions pursuant to Government Code Section 3502.5(c), and also shall apply to permanent, part-time employees who regularly work three-fourths time or more, but other part-time positions shall not be subject to the Agency Shop provisions contained

herein even though those part-time positions are included in the Appropriate Unit subject to this Memorandum of Understanding.

B Union Dues Deduction. Except as provided otherwise in this Section, all of the employees identified in Paragraph A above shall become and remain members of Local 1021 (hereinafter referred to as "Union") or shall pay to the Union a service fee in lieu thereof. The City shall deduct union dues bi-weekly from the salary or wages of each employee included in Paragraph A above who has executed a written authorization for the deduction of union dues. For those employees identified in Paragraph A above who have not executed a written authorization for the deduction of union dues, the City shall deduct a service fee bi-weekly from the salary of those employees.

C. Service Fee. The Union understands and acknowledges that the mandatory payment of a service fee is subject to certain State and Federal constitutional requirements. Prior to implementing this Agency Shop Provision, the Union shall prepare and develop a plan, which satisfies these constitutional requirements. The Union shall update and modify this plan as required by subsequent court decisions and legislative enactments. The plan will include the following elements:

1. Before a fee is deducted from a City employee's paycheck, each City employee whose position is included in Paragraph A shall be provided information showing the major categories of Union expenses, those expenses related to its duty as the exclusive recognized employee organization, the amount of the "fair share" service fee, the method by which the service fee was calculated and verification by an independent auditor on an annual basis.
2. The Union will use its best efforts to insure that a hearing to challenge the service fee filed by any City employee who is subject to the payment of that fee will be conducted within four months after the date the employee notifies the Union of a challenge.
3. Employee challenges to the service fee shall be heard by an impartial decision maker selected by an independent third party such as the State Conciliation Service or the American Arbitration Association.
4. During the pendency of a challenge, the City shall continue to deduct the service fee but will retain the fee and will not submit it to the Union. Upon final adjudication of the challenge, the City shall distribute the retained service fee in accordance with the decision by the impartial decision maker.
5. The City shall not be a party to any dispute between the City employee and the Union regarding the amount of the service fee, nor shall the City participate in the resolution of the fee amount before the independent third party. The City's sole role in any dispute concerning the amount of the service fee shall be to continue to deduct the service fee, retain the fee pending resolution of the dispute between the Union and the employee, and distribute

the fee in accordance with the decision of the impartial decision maker.

D. Religious Exemption

1. Any employee of the City subject to this Agency Shop requirement, who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall, upon presentation of verification of active membership in such religion, body or sect, be permitted to make a charitable contribution equal to the service fee in lieu of the payment of dues or a service fee to the Union. Pursuant to this provision, charitable contributions may be made to the American Cancer Society, the American Heart Association or Sickle Cell Anemia Research and Education, Inc. (SCARE).

2. The City shall submit to the Union declarations of religious exemption filed by City employees. The Union shall have fifteen (15) days from receipt of this information to challenge the claimed exemption. Such challenge shall be heard by an impartial decision maker selected by an independent third party such as the State Conciliation Service or the American Arbitration Association.

3. If the claim of religious exemption is challenged by the Union, the City shall commence deductions of the contribution from the employee's salary. The City will retain the amounts deducted until final adjudication of the Union challenge.

4. The City shall not be a party to any challenge by the Union regarding the claim of religious exemption filed by the City employee, nor shall the City participate in the resolution of this issue before the independent third party. The City's sole role in any dispute concerning a challenge to a claim of religious exemption shall be to deduct the service fee, retain the fee pending resolution of the dispute between the Union and the employee, and distribute the fee in accordance with the decision of the impartial decision maker.

E. Implementation for New Hires

1. Any new employee hired by the City who is subject to the Agency Shop requirement shall be provided with a notice advising that employee that the City has entered into an Agency shop requirement with the Union and the employee must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a copy of the plan concerning the service fee prepared by the Union in conformance with Paragraph C above. The notice also shall include a form for the employee's signature authorizing a payroll deduction of union dues or a service fee or a charitable contribution equal to the service fee. Said employee shall have five (5) working days following the initial date of employment to fully execute the authorization form and return it to the City Employee Services Manager. If the authorization is not properly completed, or not returned to the City Employee Services Manager within five (5) days, the City shall commence

and continue a payroll deduction of service fees from the salary or wages of such employee. The City shall commence the deduction of union dues, service fees or charitable contributions beginning with the employee's second biweekly pay period on the month following the employee's date of hire.

2. Payroll deductions for union dues, service fees and charitable contributions shall be done biweekly. Initiation fees shall be deducted in up to four equal installments once each month, from the second biweekly pay check.

3. The employee's earnings must be sufficient after legal and required deductions are made to cover the amount of the dues or service fee. When an employee is in a non-pay status for an entire pay period, no withholding shall be made to cover such pay period from future earnings. If the employee is on non-pay status for only part of the pay period, and the employee's salary is not sufficient to cover the full withholding, no deductions shall be made. For purposes of this paragraph, all legal and required deductions, including health care deductions, have priority over union dues and service fees.

4. The City shall provide notice to the Union of hiring a new bargaining unit employee subject to the agency shop provision within 30 days of hire.

F. Payroll deductions and Payments to the Union

1. The City shall not be required to modify the amounts deducted from employee paychecks for union dues or service fees more than once each calendar year. The Union shall provide the City with at least ninety (90) days notice of any change in the dues or service fee amount.

2. The City shall promptly pay over to the Union all sums deducted from employee paychecks for union dues or service fees except for such funds retained by the City pending the resolution of challenges to the service fee. The City shall periodically provide the Union a list of all city employees subject to this Agency Shop requirement who are making charitable contributions pursuant to Paragraph D above.

G. Programming Costs. The Union shall reimburse the City for the City's costs in implementing this Agency Shop requirement. The Union also shall reimburse the City for all expenses incurred by the City in implementing changes to the amount of the union dues or service fees deducted by the City.

H. Failure to Comply with Agency Shop Requirements. The Union hereby acknowledges that even though this Agency Shop requirement is a condition of City employment for those employees subject to the requirement, the City shall not be obligated to discipline or terminate any employee who violates the Agency Shop requirement. It shall be the obligation of the Union to enforce this Agency Shop requirement by action directly against the employee. The Union hereby agrees and acknowledges that the City shall not be a party to any enforcement action by the union

against such employee.

I. Hold Harmless. The Union shall indemnify and hold the City and its officers, agents and employees harmless from any and all claims, suits, or any other action arising from the Agency Shop provisions contained herein. In no event shall the City be required to pay from its own funds Union dues, service fees or charitable contributions which the employee was obligated to pay but failed to pay, regardless of the reasons. In the event of a claim, demand, suit or other action against the City, the Union agrees that the City may retain the legal counsel of the City's choice and that the Union shall pay all of the attorney fees, costs and expenses incurred by the City in the City's defense of the claim, demand suit or action.

4.9 Bulletin Boards

The Union has purchased and installed bulletin boards at the following work areas:

- Recycling Center
- Corporation Yard
- City Hall
- Community Center
- Senior Center

The location of bulletin boards is subject to space limitations and placement at a non-public location approved by the Manager in charge of the location. The Union may use these bulletin boards under the following conditions:

1. All material must be dated and must identify the organization that published it.
2. The Union will do posting. Material shall be removed after the material is no longer relevant to the time or date of issue. Material shall be removed by Union personnel whenever practical.
3. The City reserves the right to determine where bulletin boards shall be placed and moved as needed.
4. Material, which the City considers objectionable, shall be brought to the attention of the Union representative. Material that is offensive, unprofessional, disrespectful or inappropriate to the mission or values of the City shall be removed from the bulletin board immediately. This requirement shall not infringe in any way upon the Union's rights to organize or to conduct legitimate Union business.

4.10 Benefits Included in Memorandum of Understanding

All benefits resultant from the meet and confer process are included in this Memorandum of Understanding.

4.11 Procedure for Meet and Confer

The Union negotiation team may include a representative from recreation and child care, senior services, integrated waste management, corporation yard, city hall, and a representative from the custodian class series. Team members are entitled to a reasonable amount of paid work time to prepare for and participate in meet and confer sessions. They must be responsible to notify their supervisors in advance of meetings so that coverage may be arranged, if necessary.

Both the City and Union shall notify each other in writing in advance as to the members of their respective negotiation teams.

ARTICLE V **Management**

5.1 Management Rights

The City management retains all traditional rights and responsibilities for the operation of the City, as defined in existing federal, state and El Cerrito Municipal Code laws.

5.2 Beneficial Practices

The City agrees that as a result of signing this agreement, rules and regulations or practices affecting employees beneficially will not be changed unless consistent with applicable public law.

ARTICLE VI **Union/Management Advisory Team (UMAT)**

6.1 Formation

The parties agree to form a Union/Management Advisory Team (UMAT) to meet and develop policies and procedures concerning departmental matters, which may be referred to the team by the City or the Union.

6.2 Composition and Meeting Schedule

The work of the UMAT is to be carried out on a continuing schedule. Meetings will occur as agreed between the parties.

The team will be composed of a steward from each work location:

- recreation & childcare
- senior services
- integrated waste management
- corporation yard
- City Hall
- and a representative from the custodian class series.

Division managers and/or their delegates, if assigned, will represent management. The Department managers, the Employee Services Manager and Union Field

Representatives also may attend as resources to the team.

Division representatives also may meet as a UMAT to discuss matters that are limited to that division; UMAT meetings need not be department-wide. Representation shall be by mutual agreement of the parties.

6.3 Utilization

The UMAT is not a decision-making body and its recommendations are not binding, nor does the UMAT replace other existing processes such as the grievance procedure or meet and confer.

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

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

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

D. The UMAT may review grievances if specifically requested by the Department Manager or Union representatives.

6.4 Reporting

Only issues that are mutually agreed to shall be reported out of the UMAT.

ARTICLE VII

Benefits Plan

7.1 Flexible Benefits Plan

A. The City has a Flexible Benefits Plan. With the exception of those employees who choose the "no medical plan" option (See C), the City will contribute an amount equivalent to the medical plan selected (either Kaiser or HealthNet HMO) according to dependent status. Effective July 2006, the City will contribute the lesser cost (Kaiser HMO) medical plan rate, according to dependent status, regardless of which medical plan is chosen. "According to dependent status" means that if an employee is single he or she shall receive the equivalent to the single premium in his or her flexible spending account. If an employee and a dependent are enrolled in a City medical plan, the employee shall receive the two-party premium in his or her flexible spending account. If an employee and more than one dependent are enrolled in a City medical plan, the employee shall receive the family premium in his or her flexible spending account.

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

- ☐ Kaiser (S)

- ☐ Alternative HMO
- ☐ PPO

Those employees selecting an option whose premium exceeds the City's contribution are responsible for the difference.

C. In the event that an employee has alternate comprehensive group medical coverage through a spouse's medical plan or some other group medical plan, the employee may select a "no medical plan" option. (Proof of alternate coverage is required.) In this event, the City shall provide the employee only City contribution which may be received in cash, in which case the amount is treated as taxable income, or the employee may reallocate it toward the purchase of other benefits in the Plan, or a combination of both.

D. Employees may contribute salary of up to the maximum allowed by law on a pre-tax basis in order to purchase the following benefits:

- ☐ Medical premiums, co-payments, and deductibles
- ☐ Dental premiums, co-payments, and deductibles
- ☐ Unreimbursed medical and dental expenses
- ☐ Dependent care
- ☐ Voluntary Group Life Insurance (aggregate to \$50,000 coverage).

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

The employee may salary-contribute to the purchase of benefits on a pre-tax basis if appropriate and consistent with the provisions of the City's "Citiflex" Plan and IRS regulations. The employee may elect to purchase a variety of taxable and tax-exempt benefits with the City's contribution, if any, to the Flexible Benefits Plan.

E. Health plans will become effective the first of the month following the date of hire.

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

G. The bargaining unit represented by SEIU shall pay the same office visit and prescription co-pays, up to a maximum of \$15.00 for an office visit co-pay, as the safety personnel bargaining units.

7.2 Dental Plan

The City will contribute an amount equal to 100% of the cost of the employee and dependent coverage under the Delta Dental Plan.

The City reserves the right to select alternate carriers so long as benefit coverage is comparable as determined by the City and no additional cost is required by the employee. Employee participation in the dental plan is mandatory unless and until the carrier agrees to waive its requirement for a one-time employee option to be "in" or "out" of the dental plan.

7.3 Retirement Health Plan

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

7.4 Retirement Plan

Represented full-time, permanent part-time and other part-time employees who work at least 1,000 hours in a fiscal year are entitled to those benefits of the Public Employees Retirement System (PERS) for local miscellaneous members under the 2.7% @ 55 retirement formula and integrated with Social Security. The City also shall provide the PERS single highest year option and the service credit for unused sick leave option per Government Code 20965.

Effective upon implementation of the local miscellaneous members 2.7% @55 retirement formula, the Employee shall pay the one percent increase required employee contribution.

During the term of the MOU, the City will amend its contract with the Public Employees Retirement System (PERS) for the local miscellaneous members to the 2.0% @ 60 retirement formula with the three year average option to be integrated with Social Security. The PERS amendment will impact full-time, permanent part-time, and other part-time employees who work at least 1,000 hours in a fiscal year and who are hired after the implementation of this amendment.

7.5 David Hunter Memorial Scholarship Fund

The City agrees to contribute \$5 per year, paid in January of each calendar year, to the David Hunter Memorial Scholarship Fund on behalf of each full-time and permanent part-time represented employee.

7.6 Life Insurance

The City will provide a term life insurance policy with the principal sum equivalent to the employee's annual salary rounded to the nearest \$1,000. Figures will be updated monthly to reflect salary adjustments provided elsewhere in this Memorandum. The Union agrees that the City has full authority to choose carriers or administrators of this plan.

For permanent (3/4) part-time employees, the City will provide a term life insurance policy with the principal sum equivalent to \$18,000.

7.7 Long-Term Disability Insurance

The City shall provide employees with long-term disability insurance with coverage of two-thirds salary up (The maximum benefit of \$6,700 per month) and a thirty -day elimination period. Like regular wages, this benefit is taxable.

7.8 Auto Use and Reimbursement

Employees required to use their own automobiles for City business shall be reimbursed at the Internal Revenue Service allowable rate or a monthly allotment as contained in the City's budget and by department policy. City employees may be allowed to use City vehicles, if available, for City business.

7.9 Benefit Status

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

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

ARTICLE VIII

Holidays

8.1 Holidays

The following holidays are recognized as municipal holidays for pay purposes for all full-time and permanent part-time represented employees:

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

In the event that any of the aforementioned days falls on a Sunday, the following Monday shall be considered a holiday for pay purposes. In the event that any of the aforementioned days falls on a Saturday, the preceding Friday shall be considered a holiday for pay purposes. (Department managers may make changes in the above schedule in accordance with the needs of their department.)

The afternoon of New Year's Eve, commencing at 12:00 noon, shall be considered a holiday for pay purposes. In the event that New Year's Eve fall on a Sunday or a Monday, the preceding Friday afternoon shall be considered a holiday for pay purposes.

For employees on an alternative workweek schedule, if a holiday falls on a normal workday, full-time employees will be granted 7 ½ hours or the normal pro-rated portion for those who are benefited regular part-time employees. The employees may apply vacation or other discretionary hours in order to receive their normal hours for the workweek. If a holiday, a day named in the Memorandum of Understanding, falls on the Friday that City Hall is closed, the employee will be allowed to work equivalently fewer hours in the affected workweek(s) or be given the equivalent number of floating holiday hours at the discretion of the department manager. In no event should this result in fewer hours to serve the public.

8.2 Floating Holidays and Birthday

In addition to the recognized municipal holidays listed in Section 8.1, eligible represented employees shall receive annually two (2) floating holidays and a birthday holiday.

Accrual shall be prorated quarterly. For new employees, floating holidays shall be prorated quarterly based upon date of hire. Scheduling shall be determined by the Department Manager with regard for the needs of the City and preferences of the employee. Floating holidays must be taken during the fiscal year they are received and may not be carried over and accumulated.

8.3 Eligibility/Compensation for Municipal Holidays

A. An employee on leave-of-absence without pay shall not receive any compensation for holidays occurring during such leave.

B. Full-time employees must be in a pay status on the workday preceding the holiday to be eligible to be compensated for the holiday. An exception is made for permanent part-time employees on irregular work schedules.

Full-time and permanent part-time benefited employees will receive overtime pay for holiday work as described in Article XIV of this Memorandum, except as provided in D below.

D. Recycling workers (Entry through Leadworker) have agreed to a Monday holiday work schedule, similar to that found in private waste collection companies, to meet the needs of El Cerrito residents. The applicable Monday holidays are Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, and Labor Day. On these holidays, 2 drivers will be assigned to work on a rotational basis. The City will request that EBCC provide a helper for each driver, but cannot guarantee that helpers will be available. The assigned drivers are responsible for ensuring that the residential

collection routes are completed on these holidays. If for any reason, a driver is unable to appear and work the holiday, the driver is responsible for obtaining his/her replacement and will leave a voice mail for the Manager to that effect. If the assigned driver has contacted all other drivers and is unable to find a replacement, the driver will immediately contact the Integrated Waste Services Manager on the Manager's cell phone. In exchange the City agrees to provide the drivers who work the holiday with a minimum guarantee of 7 ½ hours. If both routes are completed before the 7 ½ hours have elapsed, the drivers are allowed to leave work and will still be compensated for 7 ½ hours. The drivers working the holiday will have a choice of receiving minimum of 7 ½ hours at time and ½, plus a floating holiday or regular holiday pay at straight time for the 7 ½ hours (for a total of double time and ½). Recycling Workers not assigned to work the holiday will be compensated according to current holiday practice.

8.4 Prorated Holidays - Permanent Part-Time Employees

Permanent part-time employees shall receive 3/4 (75%) of the regular and floating holiday time and accrue the holidays proportionately.

8.5 Holiday Work for Part-Time Employees

Part-time employees may be required to work holidays. If work is required and performed, they will earn overtime rates.

ARTICLE IX

Sick Leave

9.1 Accrual Rate

Regular and probationary employees shall be eligible to accrue sick leave. Permanent part-time and regular part-time employees shall be eligible to accrue sick leave in the same proportion as their scheduled work hours per week relate to the standard work week.

A. Full-time employees shall accrue sick leave at the rate of 8 hours and 45 minutes per calendar month worked, providing the employee has worked or been authorized leave with pay for at least ten working days in the month.

B. Full-time employees with 20 or more years of service shall accrue sick leave at the rate of 11 hours and 25 minutes per calendar month worked, providing the employee has worked or been authorized leave with pay for at least ten working days in the month.

C. Eligible part-time employees shall accrue sick leave after 12 months of continuous service, prorated according to hours actually worked.

9.2 Maximum Accrual

The accrual of sick leave is unlimited.

9.3 Use

Sick leave shall be requested only for cases of actual personal sickness or disability or medical or dental treatment, except as noted in 9.8, 19.7 and 11.2.

Pay for approved sick leave shall be authorized until the employee's accumulated total of hours or shifts has been exhausted, at which time the employee shall receive no further pay for sick leave.

An employee shall have accumulated sick leave reduced by an amount equal to the number of hours of sick leave for which payment has been received.

9.4 Sick Leave Shall Not Be Used for Personal Business

Accumulated compensatory time, vacation or leave without pay must be used for all personal business conducted during the normal work hours, unless otherwise authorized by the City Manager or designee.

9.5 Notification of Supervisor

The employee requesting sick leave shall notify his or her supervisor or department manager prior to the time set for reporting to work. Sick leave with pay shall not be allowed unless the employee has met and complied with the provisions of the regulations, and the department manager and City Manager have approved such payment.

Childcare employees must inform their site coordinators or supervisors of illness at least one hour before their normal work schedule, and preferably the night before if the employee knows he or she will be ill the next day. If the site coordinator is not available, the employee must contact the Youth and Child Care Program Supervisor or the Recreation Director as outlined in staff policies and procedures.

All other employees must inform their supervisors of illness at least one hour before their normal work schedule in the manner prescribed by the Department Head.

9.6 Physician Statement

A. In accordance with Section 11.1 of the City's "Personnel Rules and Regulations," the department manager or City Manager may require a written statement from the attending physician or dentist or from a physician or dentist retained by the City stating that the employee is or was unable to perform his or her duties.

B. Prior to resumption of duties, the department manager or City Manager may require a written statement from the attending physician or dentist or from a City-retained physician or dentist to the effect that the employee may resume the full duties of his or her position.

9.7 Activity During Sick Leave

No employee who is absent from work on sick leave shall engage in any work or other activity which would interfere with that employee's ability to return to work and

perform regular duties.

9.8 Family Sick Leave

Under Labor Code Section 233, employees may utilize accrued sick leave to care for an ill or injured child, spouse, or parent. The City has extended this provision to include domestic partners and their children. There is no requirement that the illness or injury reach the level of seriousness provided for under the Family and Medical Leave Acts (See City Administrative Policy and Procedure on Family and Medical Leave). However, if the illness or injury qualifies under the Family and Medical Leave Act, it also satisfies the "family sick leave" criteria. The maximum "family sick leave" allowed each calendar year that is subject to this provision is one-half (1/2) of the employee's annual accrual of sick leave. In cases where illness or injury has occurred involving someone other than the immediate family, as specified above, the department head shall make the decision as to the qualification for sick leave.

9.9 Accrued Sick Leave as Life Insurance

Upon the death of a represented employee, the value of the employee's accrued sick leave, calculated at the employee's hourly rate, shall be paid to the employee's estate or designated beneficiary.

9.10 Retirement Benefit

Upon retirement from City service, an employee shall be entitled to compensation for one-fourth of the accumulated sick leave on the books at the time of such retirement, with a maximum payment equivalent to thirty (30) days sick leave pay.

This retirement sick leave pay off provision shall not apply to employees who elect the PERS service credit for unused sick leave option.

9.11 Depletion of Sick Leave Benefits - Medical Leave

In the event of continued illness after expiration of sick leave, absences may be charged to accrued compensatory time, if the employee so desires. The City may require the use of other discretionary accrued leave time in accordance with the administrative policy on Family and Medical Leave.

Upon depletion of accumulated sick leave, an employee may be granted a medical leave-of-absence without pay, subject to the provisions of the City's "Personnel Rules and Regulations" and Family Care and Medical Leave Policy.

If further medical leave is granted, the employee must notify the City of his or her health status every 30 days. If further leave is not granted, the employee's service with the City shall be considered terminated.

9.12 Catastrophic Leave

The City will provide catastrophic Leave in accordance with the City of El Cerrito's Administrative Policy/Procedure No. IIA13 titled Donation of Leave Time for Catastrophic Illness or Injury.

9.13 Accrual Statements - Sick and Vacation Leaves

The City will provide on each paycheck a statement of accumulated sick leave and vacation accrual.

ARTICLE X

Vacation

10.1 Eligibility

Full-time and permanent part-time employees shall be eligible to take a paid vacation at current pay rate at the end of the first year of continuous service and annually thereafter.

Regular part-time employees shall be eligible to accrue vacation leave after 12 months of continuous service.

10.2 Accrual Rate

Vacation accrual for represented employees shall be as follows:

Service	Vacation Benefit Days	Hours (37.5-hour week)	Number of 8.3-hour Shifts
After 1 yr.	11	82.50	9.90
2	12	90.00	10.80
3	12	90.00	10.80
4	13	97.50	11.70
5	15	112.50	13.50
6	16	120.00	14.40
7	16	120.00	14.40
8	17	127.50	15.30
9	17	127.50	15.30
10	18	135.00	16.20
11	18	135.00	16.20
12	19	142.50	17.10
13	19	142.50	17.10
14	20	150.00	18.00
15	20	150.00	18.00
16	21	157.50	18.90
17	21	157.50	18.90
18	22	165.00	19.80
19	22	165.00	19.80
20	23	172.50	20.70
21	23	172.50	20.70
22	24	180.00	21.60
23	24	180.00	21.60

24	25	187.50	22.50
25	25	187.50	22.50
26	26	195.00	23.40
27	26	195.00	23.40
28	27	202.50	24.30
29	27	202.50	24.30
30	28	210.00	25.20
31	28	210.00	25.20
32	29	217.50	26.10
33	29	217.50	26.10
34	30	225.00	27.00
35	30	225.00	27.00
36	31	232.50	27.90
37	31	232.50	27.90
38	32	240.00	28.80
39	32	240.00	28.80
40	33	247.50	29.70

10.3 Basis for Accrual

Vacation leave will be accrued from the first day of employment when a regular employee is in a pay status and will be credited on a bi-weekly basis. Municipal holidays shall not be counted during vacation.

10.4 Scheduling

The scheduling of annual vacation leave and the amount to be taken at any one time shall be determined by the department manager and the employee's supervisor in accordance with departmental regulations and with regard for the preference of the employee and the needs of the City.

10.5 Vacation Carryover and Cash-Out

No employee shall be able to carry over more than 112.5 hours of vacation to the following calendar year. Carryover in excess of 112.5 hours is subject to approval by the City Manager. Employees may annually cash-out up to 10 days (75 hours) of vacation provided that they have taken a minimum of 10 vacation days in the previous 12-month period and maintain a vacation balance of 20 hours at the time of vacation cash out. Employees seeking to cash out vacation shall provide a request to the City Manager no later than November 1 and the cash-out payments shall be paid on the first payroll date in December in the same check as longevity bonus payments. If the employee is not eligible for longevity pay, the vacation cash-out will be in a separate check from the normal payroll.

An employee shall have accumulated vacation leave reduced by an amount equal to the number of vacation hours for which payment has been received.

10.6 Vacation at Termination

Employees leaving the municipal service with accrued vacation leave shall be paid the amount of accrued vacation to the date of termination. Payment for accrued vacation

shall be at the employee's current rate of pay.

10.7 Effect of Extended Military Leave

An employee who interrupts his or her service because of extended military leave shall be compensated for accrued vacation at the time the military leave becomes effective.

10.8 Sick Leave During Vacation

Vacation leave may be converted to sick leave, subject to the review and approval of the department manager and the City Manager, if an employee is injured or sick during his or her vacation for a period in excess of 24 hours.

10.9 Permanent Part-Time and Regular Part-Time Accrual

Permanent part-time and regular part-time employees will earn prorated vacation leave benefits based upon the number of hours worked and applying that percentage to the rate listed on the above vacation schedule.

10.10 Service Credit for Vacation

Childcare coordinators and teachers covered by this agreement shall be credited with six (6) months of continuous service for every previous year of part-time work with the City. (This applies only to the employees who filled the positions of Child Care Site Coordinator and Child Care Teacher on July 1, 1989.)

ARTICLE XI

Other Absence

11.1 Bereavement Leave

Employees are entitled to time off with pay when there is a death or anticipated death in the immediate family. Bereavement leave shall not exceed three consecutive days when death is anticipated. Bereavement leave after death shall not exceed that period of time between death and the day of the funeral, providing the funeral is held within five days following death. Additional time may be granted and charged as sick leave when, in the opinion of the department manager, unusual circumstances identify the need for additional time off.

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

11.2 Family and Medical Leave

Pursuant to State and Federal law, the City will provide family and medical care leave for eligible employees. The City Family Care and Medical Leave policy sets forth unit members' rights and obligations with respect to such leave. Rights and obligations

which are not specifically set forth in the City's policy are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA") and the regulations of the California State Pregnancy Disability Act and the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code Section 12945.2). Unless otherwise provided by the City's policy or this Memorandum of Understanding, "Leave" under this article shall mean leave pursuant to the FMLA.

11.3 On-the-Job Injury

When an employee is off work as the result of a valid on-the-job injury, the City shall continue to pay the employee in the amount of his or her monthly rate at the time of injury for up to 90 calendar days.

11.4 Workers' Compensation - Disability Payments

An employee receiving disability payments under the Workers Compensation Laws may use accumulated sick leave and vacation leave in order to maintain his or her regular income. Under these circumstances, the employee shall be paid the difference between his or her full salary and the disability payments received. Such sick leave and vacation leave shall be drawn in proportion to the salary payments required to provide the employee with regular income.

ARTICLE XII

Work Schedule

12.1 Workweek

A. The normal workweek for represented employees is 37.5 hours. The workweek begins at 0001 hours (12:01 a.m.) on Sunday and ends at 2400 hours (12 p.m.) on Saturday unless declared otherwise. For those on the alternate schedule of a 9 day 75 hour per pay period, the workweek begins and concludes at the middle of the workday on Friday.

B. The normal workday for represented employees is 7.5 hours per day. Those on alternative work schedules may work different scheduled hours as determined per City operation.

C. Maintenance employees (Maintenance Services Leadworker, Maintenance Worker and Maintenance Worker - Entry) shall work a schedule of 75 hours over nine days every two weeks, with alternate Fridays off for individual employees while ensuring a minimum scheduled staffing of two persons on duty every Friday. The normal work hours shall be between 7:00 a.m. and 5:00 p.m.

D. Recycling employees shall work a 7.5 hour work day and a five (5) day work week. The start time for employees assigned to the route trucks shall be at 4:00 a.m. The driver assignment to route trucks shall be by bid. The most senior eligible employee shall bid first. The employee(s) not receiving a route shall have their primary duties as those associated with the recycling yard. Additionally, they will provide back upto

route drivers in the route driver's absence. All employees receiving route driving assignments shall also be responsible to provide recycling yard coverage when needed.

E Childcare Coordinators shall work a 37.5-hour workweek as scheduled by the City. Their normal workweek shall be Monday through Friday with a schedule of hours determined by the City.

Childcare Teachers' normal workweek shall be Monday through Friday. Their hours shall vary between 20 to 40 hours per week depending on the needs of the City.

F. All other represented employees shall work schedules as required by the City.

G. The alternative work schedule (9 day/75 hour per pay period) for City Administrative Offices and (4 day/37.5 hour workweek) for the Recreation Department went into effect September 9, 2001. These are options available for implementation in the recycling operation and other City functions.

As a result of the alternative work schedule program, city services will be available to the public during hours that offices were previously closed. For example, new public hours may incorporate earlier morning hours, lunch periods that are currently closed and/or later evening hours. Thus, the intent of the program is to expand public services. At the same time the alternative work schedule program will address the employees' desire for one or more days away from the work site each pay period without reducing the total number of work hours.

The actual work schedules for employees vary depending upon operational and individual requirements. However, all full-time employees will continue to be assigned 37 ½ hours in a workweek. Regular part-time employees will continue to work the same number of hours in a workweek as currently assigned.

The alternative work schedule program will be monitored closely and may be discontinued at any time by the City with fair notice to the Union, if the City determines that operational and/or public needs are not being met.

ARTICLE XIII Compensation

13.1 Salaries for Represented Classifications

Effective the first full pay period in July 2013, the City will increase the salary or wage ranges for all represented classifications by 3.25%.

13.2 Median Total Compensation Survey

When the City conducts its total compensation survey in preparation for negotiations for a successor MOU, the City will add 4.5% to the top step salary in the survey document for every City of El Cerrito classification in recognition of the implementation of the 2.7% @55 enhanced retirement formula.

13.3 Eligibility for Merit Increase Upon Appointment

Employees will be eligible for consideration of a merit increase after completing six (6) month of continuous service if originally appointed at the first step of the salary range. Employees will be eligible for consideration of a merit increase after completing the probationary period if initial appointment was at a step that was higher than the first step of the salary range.

13.4 Eligibility for Promotion - Maintenance Worker - Entry to Maintenance Worker

All Maintenance Workers - Entry who have successfully completed their top step shall be considered for promotion to Maintenance Worker, to the step that will provide a minimum 5% increase.

13.5 Merit Increases and Appointment Above First Step

The department manager may increase an employee's salary on the basis of merit within the range for that classification with the approval of the city manager or designee. An employee may be appointed above step A with the approval of the City Manager.

13.6 Employer-Paid Employee Contribution to Pension

A. Employees' base pay is contained in the salary schedule referred to under Article 13.1 above. Effective the second full pay period in August 2012, the employee will contribute a total of 2.5% to the Public Employees Retirement System (PERS). The City will pay 5.5% of the employee's portion to the Public Employees Retirement System (PERS).

B. Effective the first full pay period in July 2013 the employee will contribute a total of 3.0% to the Public Employees Retirement System. The City will pay 5.0% of the employee's portion to the Public Employees Retirement System.

13.7 Longevity Bonus

Each December the City shall make longevity bonus payments to employees with 15 or more years of service with the City. The amount of the longevity bonus will be \$1,000 per year. Employees who work half-time or more are eligible for the longevity bonus payment, with the amount of the bonus being prorated based on the annual number of hours worked.

13.8 Bilingual Pay Differential

The City shall pay a \$50 per month bilingual pay differential to employees in positions designated for bilingual pay by the Employee Services Manager based upon the operational needs of the City. Individuals eligible to receive bilingual pay may be required to pass an examination establishing their bilingual skill. The examination shall focus on the employee's ability to speak and comprehend the designated language.

13.9 Standby Duty

Employees occupying the classification of Maintenance Worker Entry, Maintenance Worker, or Maintenance Services Lead Worker may be assigned to standby duty in order to respond to calls outside of regularly-scheduled hours. Employees assigned to stand-by duty shall receive two hours pay at their regular straight-time rate of pay or, at the employee's option, two hours of compensatory time off at the regular straight-time rate, for each standby assignment.

The City shall assign stand-by only duty to employees who reside within 20 miles of the City.

13.10 Responsibilities

Employees assigned to standby duty shall be provided and shall carry a city-issued phone or pager at all times when on stand-by duty. The employee shall not travel an unreasonable distance from the City and shall not be under the influence of alcohol or any other substance that would impair his/her ability to respond to a call. The employee shall be provided a City vehicle for the duration of the said assignment, subject to administrative policy provisions regarding use of City vehicles.

ARTICLE XIV

Overtime

14.1 Overtime Policy - Definition

It is the policy of the City that overtime work is to be kept at a minimum consistent with the protection of the lives and property of El Cerrito citizens and the efficient operation of the departments and activities of the City. Overtime must be authorized by both the supervisor and department manager and is subject to such other rules and procedures as the City Manager may prescribe.

Overtime shall be defined as time worked beyond the hours worked in a normal workweek, as defined elsewhere in this Memorandum. Hours worked are defined as all time during which an employee is necessarily required to be on the employer's premises, on duty or at a prescribed work place. Sick leave, vacation, holidays and other paid leave are considered to be part of the normal workweek and are included for purposes of calculating overtime compensation. Lunches and unpaid leave shall not be included as time worked. Overtime shall commence at the time an employee reaches the place where he or she is directed to report and shall continue until the employee is released or the work is completed, whichever is earlier. Refer to Article 8.3 for additional information and to Article 19 for over-time provision for part-time employees.

14.2 Minimum Call-Out Compensation

Employees who are called out to perform unscheduled work shall be compensated for a minimum of 2.5 hours at a rate of time and one-half.

14.3 Non-On-Call Overtime

Non-on-call overtime, or that overtime which represents a simple extension of the normal workday, is not subject to any minimum period for pay purposes. Compensation will be based on the nearest one-half hour; increments of time less or more than one-half hour will be rounded off.

14.4 Overtime Compensation

A. For hours worked in excess of the normal workweek, but not in excess of forty hours in a workweek, one of the following shall occur at the discretion of the department manager and in consultation with the employee:

1. Employee shall accrue compensatory time off on a time-and-one-half basis (this will not count toward the FLSA compensatory time ceiling of 240 hours but will count toward the City's 40-hour compensatory time cap - see Section 14.5);

or

2. Overtime shall be paid at time-and-one-half the regular hourly rate of pay.

B. For hours worked in excess of forty in any workweek, one of the following shall occur at the discretion of the employee:

1. Employee shall accrue compensatory time off on a time-and-one-half basis (this will count toward the FLSA compensatory time ceiling of 240 hours as well as the City's 40-hour compensatory time cap - see Section 14.5);

or

2. Overtime shall be paid at time-and-one-half the regular hourly rate of pay.

14.5 Maximum Accumulation of Compensatory Time

Employees may not accrue more than 40.0 hours of compensatory time off without permission of the department manager. Time off for compensatory time must be approved by the department manager or designee.

14.6 Meal Allowance

A meal allowance of ten dollars shall be allowed employees for every four hours worked continuous to the normal work shift. For scheduled overtime, the employee shall be entitled to one meal allowance per eight-hour shift. A meal allowance of ten dollars shall be allowed childcare coordinators and teachers for every four hours of emergency duty worked continuous to the normal work shift.

14.7 Overtime Assignment

Scheduled and emergency overtime shall be assigned by the department manager or designee on a rotational, seniority basis without regard to the workweek under which any employee currently is working.

14.8 Unscheduled Overtime for Childcare Workers

Childcare workers shall receive a minimum of one-half (1/2) hour straight pay when required to remain on the job because a parent is late to pick up his or her child or children, for any period of time less than one-half hour. If the parent is later than one-half hour, the employee will be paid for another full half-hour at straight time, and so on in half hour increments.

14.9 Each employee who resigns or is terminated from the City shall be paid for all compensatory time that has been earned prior to resignation or termination.

ARTICLE XV

Working In Higher Classification

15.1 Out of Class Assignment Pay

An employee shall be entitled to receive five percent additional pay when working temporarily in a higher classification. Prior to an employee performing duties of a higher classification the department head must assign an employee in writing to perform the duties of the higher classification. A maintenance or childcare employee must work in the higher classification a minimum of one full working day to become eligible; all other represented employees must work in the higher classification a minimum of three full working days to become eligible. The department head shall approve all higher classification pay.

Once an employee meets the above stipulated eligibility periods the employee compensation shall begin the first day of the assignment.

If an employee is temporarily working in a higher classification for a period exceeding twelve consecutive months, the City and the Union shall meet regarding the status of the employee assigned to work in a higher classification.

ARTICLE XVI

Special Provisions -- Childcare Services

16.1 Staff to Child Ratio

The City will meet the California State Licensing requirement for staff to child ratio for all childcare facilities.

16.2 Educational Attainment for Childcare Aides

Childcare Aides who become certified by State Licensing as a teacher will be eligible to be moved to step E of the Aide scale. Aides who begin employment with State Certification as a Teacher will be eligible for step E. Childcare Aides who are at step E when they become licensed as Childcare Teachers will be eligible for a 5% above-classification hourly rate.

16.3 Developmentally Disabled Children - Childcare Services

The City will provide special training on paid work time to all childcare workers who

may handle physically and developmentally disabled children. Special certification programs for staff will be reviewed and considered. Higher classification or premium pay for qualified staff working with disabled children will be considered. Staff will be informed of each child's special needs and paid time will be provided for employee review of medical or other records of disabled children in the program. Parent meetings involving affected staff will be arranged as needed.

ARTICLE XVII Education Benefits

17.1 Tuition Refund Plan

When an employee enrolls in approved courses on employee's own time, the City will pay for books required on the course syllabus and for required school fees, such as tuition and registration fees, up to a maximum of \$500 per year for part-time employees and \$1,000 for full-time employees. Mileage and optional fees shall not be refundable. Department manager verification of available budgeted funds and approval shall be obtained by the employee before registering for any course in order to be eligible for refund of required fees. Courses taken at any college, university, high school or business or technical school, or courses given by a recognized correspondence school, shall be approved when they are:

- A. Related to the employee's present position in the City.
- B. Related to the employee's potential development with the City.
- C. Part of a program leading to a degree relating to the employee's present position or potential for development.
- D. Required to obtain a high school diploma.

Any full-time or part-time employee who receives City-paid benefits may apply for such refund of required fees, pursuant to the rules and procedures established by the City Manager.

17.2 Federal and State Assistance

In the event an employee receives assistance under federal or state government legislation or other student aid programs for education charges for any approved course, only the difference between such assistance and the education charges an employee actually incurs may be refunded under this plan.

17.3 Failure to Complete Course or Termination of Employment

If an employee receives an advance refund for books and/or tuition and required fees and should that employee then fail to complete the course(s) satisfactorily, or should he or she terminate employment with the City before completing the course(s), the employee shall be required to return to the City such refunded tuition and required fees.

ARTICLE XVIII

Miscellaneous

18.1 Clothing - Childcare Workers

The City shall provide required clothing which identifies childcare workers as City employees, at no cost to the employee. Each worker will receive two t-shirts and two sweatshirts annually.

18.2 Protective Clothing

City employees shall be furnished the appropriate protective clothing for foul weather, for spraying weed spray, insecticide or substances, which have toxic effects on the skin, as determined by Management.

18.3 Safety Footwear/Specialty Work Glove Allowance

The City shall conform with applicable safety regulations provided by State law to insure reasonable safe working conditions for all employees. The Union agrees to encourage employees covered by this contract to report promptly any unsafe working conditions and equipment, and to wear at the direction of their supervisor, any and all safety clothing and/or equipment that the City either provides to the employee or for which the City reimburses the employee after purchase.

Each employee in the maintenance unit (see Article 4.2) or in any other position designated by management, who is required to wear safety footwear or specialty gloves, shall be reimbursed, upon purchase of such items, in an amount not to exceed \$200. Such reimbursement shall occur no more than once within any twelve consecutive month period. Eligible employees will receive reimbursement only after submittal of receipts or other appropriate verification of purchase. Safety footwear shall be defined as any supervisor approved footwear with a protective top. Employees must arrive to work in the safety footwear and continue to wear them throughout the day.

The City will provide, at its expense, regular work gloves to appropriate maintenance employees.

18.4 Assignment of Maintenance Employees to Work on Interchangeable Crews

In the event that staffing requirements for a given job exceed the crew's capability, employees may be assigned to work in the other crew. Supervisors shall ask for volunteers to perform such work. In the absence of any volunteers, supervisors shall make appropriate assignments.

18.5 Contracting Out

The City agrees to meet and confer prior to taking action on contracting out services in the event said contracting would result in a reduction in force or otherwise would affect existing wages or terms and conditions of employment of members of this unit.

18.6 Personnel Policies

Procedures governing the rights and obligations of General Employees are found in the City of El Cerrito Personnel Rules and Regulations.

18.7 Administrative Procedures

The City of El Cerrito administrative procedures manual addresses a variety of City-wide issues and advises employees how to proceed in these matters.

18.8 Transfer

A transfer is a change from one position to another with approximately the same (equal or lower) maximum salary which involves the performance of similar duties and which requires substantially the same basic qualifications. The City Manager shall have the power to order a transfer. Seniority shall apply to transfers; that is, a mandatory transfer shall first affect the least senior employee in a classification and last affect the most senior. Employees may request transfers and the City will make transfers and assignments based on seniority and qualifications. Seniority will be given consideration in voluntary transfers; however, the appointing authority shall have the latitude to appoint or reject, giving consideration to previous work performance.

18.9 Meal Periods and Rest Periods

Employees shall be assigned to a one-half hour or one hour unpaid meal period each day within a two-hour period at the midpoint of each shift, and a 15 minute paid rest period during the first half of the work shift. In the event an employee does not receive a meal period or rest period and has gotten permission from his or her supervisor to miss a meal period or rest period, the employee shall be compensated at the overtime rate for said meal period or rest period, or shall be permitted equivalent straight time off the same day.

18.10 TB Tests and Flu Shots

The City shall pay the cost of TB tests and flu shots for represented employees. The City shall provide Hepatitis (B) shots to all legally mandated represented employees.

18.11 Childcare Discount and Preferential Position on Waiting List

The City will provide represented employees with resident rate discounts on childcare and other recreation programs. Represented employees will receive preferential positions on waiting lists.

18.12 Adult Lap Swim Fee Waiver

To encourage physical fitness among employees, all represented employees shall receive free entrance to adult lap swimming.

18.13 Safety Committee Representation

The Union will provide one to two representatives on the City-wide Safety Committee. The representatives will be selected by the Union and the City will be notified of the selections.

18.14 Grooming

It is the Union's and the City's desire that all employees of the City of El Cerrito present a professional image to the community they serve. In this regard, all items of personal clothing/hygiene shall be maintained to such reasonable standards as may be established by the appropriate supervisor. At a minimum, items of personal clothing shall be kept clean and free of rips, tears, holes or other conditions that would detract from presenting the required professional image.

18.15 Nepotism

The City of El Cerrito is committed to fostering a professional work environment. Employees shall not be allowed to work in a position that would result in an employee directly supervising an immediate family member.

ARTICLE XIX

Permanent Part-Time Employees and, as Noted, Other Part-Time

19.1 Definition - Permanent Part-Time

Permanent part-time employees are those who work on a year-round basis, averaging three-quarters (3/4) or 75% of a 37.5 hour work week and are designated as such in the City's budget and are part of the City's civil service system. Employees may work less than 3/4 time but will receive benefits based on 75% of a full-time employee's benefits, except for medical and dental insurance, which the City shall provide the same as for full-time employees. Positions in these classifications shall be filled through a competitive selection process. Qualified candidates will be placed on an eligibility list for appointment to vacancies. Employees designated in 3/4 positions must complete a one-year probationary period. Previous time in service may be credited toward the probationary period with approval of the department manager and City Manager, and may count as service credit toward vacation leave accrual.

19.2 Compensation

Compensation for permanent part-time employees is covered by Section 13.1 of this Memorandum. A salary schedule will be added by addendum when final computations are approved by the City Finance Director.

19.3 Merit Increases

Permanent part-time employees are eligible for merit increases annually (until they reach top step) if they obtain satisfactory performance evaluations from their supervisors, approval by the department manager and a recommendation for a salary increase.

19.4 Retirement

Effective the second full pay period in August 2012 the employee will contribute a total of 2.5% to the Public Employees Retirement System (PERS). The City will pay 5.5% of the employee's portion to the Public Employees Retirement System (PERS).

Effective the first full pay period in July 2013 the employee will contribute a total of 3.0% to the Public Employees Retirement System. The City will pay 5.0% of the employee's portion to the Public Employees Retirement System.

19.5 Flexible Benefits

Permanent part-time employees shall receive a contribution for flexible benefits as described in Article VII of this Memorandum. This includes medical coverage cost at the applicable rate and the cost of dental coverage.

19.6 Life Insurance

The City will provide a term life insurance policy as described in Section 7.6 of this Memorandum.

19.7 Sick Leave and Family Sick Leave

Permanent part-time employees shall receive 6.5 hours sick leave per calendar month.

Employees may use one-half (1/2) of their annual accrual of sick leave per calendar year for "family sick" purposes as defined in Section 9.8.

19.8 Vacation Leave

Permanent part-time employees shall earn vacation leave at 75% of the rate listed in Article X of this Memorandum. These employees shall be credited with six (6) months of continuous service for every previous year of part-time year-round work with the city.

19.9 Overtime

Permanent part-time employees will receive overtime as described in Section 14.4 B of this Memorandum for any time exceeding 40 hours per week or when holidays are worked. All part-time childcare workers are provided overtime in accordance with Section 14.8

19.10 Appeal Procedures - Permanent and Other Part-time Employees

Part-time employees who have continuous employment for a minimum of 12 months shall have the right to appeal disciplinary actions to the City Manager. The employee first must appeal to the appropriate supervisor through the chain of command in the department. If the matter is not resolved to the satisfaction of the employee, it may be appealed to the City Manager or a designee. Part-time employees with less than 12 months service are considered to have no appeal rights.

19.11 Miscellaneous

Other provisions of this Memorandum will apply to permanent part-time employees where practicable and within the limitations of City policies and regulations.

ARTICLE XX
Termination of Employment/Layoff Procedures

20.1 Resignation

An employee wishing to leave the service of the City in good standing by resignation shall file with the appointing authority a written resignation stating the effective date and reasons for leaving at least two weeks prior to leaving, unless such time limit is waived by the department manager. Failure to do so may be cause for denying future employment with the City.

20.2 Resignation Reappointment

A regular employee who has resigned from the City service in good standing may be considered, upon written request, for reappointment to a position in the same or similar class within one year of such resignation. Reappointment may be made without benefit of additional examination and may take precedence over eligible lists. Appointment otherwise shall be made in the manner as for original employment.

A reappointed employee shall be considered a new employee and shall have no vested interest in nor entitlement to any benefits accrued during any previous employment with the city, except those benefits expressly provided by the Public Employees Retirement System.

20.3 Layoff

Employees may be separated from employment for an indefinite period of time due to lack of work, lack of funds or abolition of position(s). Such action is designated as a layoff and shall entitle the laid off employee to be placed on a reemployment list for his or her position classification. Layoff shall be governed by seniority in classification; that is, an employee being laid off shall be that employee with the lowest seniority in the classification involved. Re-employment from layoffs shall be in the reverse order from which the layoffs occurred.

Any position may be abolished by the City Council. Should such an abolished position be reinstated or any position involving substantially the same duties be created within two years, the laid-off employee shall be entitled to reemployment.

If there is a class of positions of a lower rank and in the same promotional line as the class of positions from which the layoff is made, the City Manager shall demote the employee scheduled for layoff to a position in such lower ranking class. The employee with the lowest seniority occupying such lower ranking class may in turn be laid off. Questions concerning the promotional line for a particular job class will be reviewed and a final decision made by the Employee Services Manager.

If two or more employees in the same classification from which layoff is to be made have the same seniority date, such employees may be laid off on the basis of the last performance evaluation rating in that class, providing that evaluation is no more than

twelve (12) months old.

At the direction of the City Manager, an employee subject to layoff may be transferred to an existing vacant position within the City if that position is at substantially the same level as the position from which the employee is being laid off. The employee's salary would be adjusted to the new classification, and the salary step would be the same as in the former classification.

20.4 Layoff - Exempt Personnel

Exempt personnel who were promoted from a nonexempt classification shall have the right to revert to the nonexempt classification held prior to promotion.

20.5 Layoff Procedure

In the event of layoff, departmental seniority shall be first controlling, in inverse order.

Thereafter, an employee may revert to any position or classification previously held by utilization of City service seniority. There shall be no barrier to reverting to a position previously held in another department under this section of the provisions.

If an employee has held no previous position with the City, the employee shall utilize City service seniority and demote to any position or classification within the employee's department for which he or she is qualified. The final decision as to whether an employee is qualified will be made by the employee services manager.

No employee holding a permanent appointment in the class from which layoff is to be made shall be laid off unless all provisional, probationary, part-time or intermittent employees in that class have first been terminated.

Employees with permanent status and employees with probationary status who are laid off shall be placed on appropriate reemployment lists in the order of total cumulative time in City service. Such reemployment lists resultant from layoff shall take precedence over any other reemployment or reinstatement lists and shall be in effect for a period of two years from date of layoff.

20.6 Layoff Notice

Regular employees scheduled for layoff shall be notified in writing by the department manager with the approval of the City Manager at least thirty (30) days prior to the date of layoff.

20.7 Layoff - Sick Leave Benefits

In the event of a layoff, represented employees may elect to receive compensation for one-fourth of the accumulated sick leave on the books at the date of layoff, with a maximum payment equivalent to twenty-five days sick leave pay. Such payment shall result in a loss of all accumulated sick leave for employees reinstated after layoff.

20.8 Layoff Reinstatement

Regular employees who have been laid off shall be entitled to reinstatement to positions in the same classification when such positions are to be refilled during the period of their eligibility on the layoff list. Any employee so reinstated shall retain all benefits accrued in prior service with the City.

ARTICLE XXI **Grievance Procedure**

Definitions

A. Grievance: A grievance may be filed regarding an alleged violation, misinterpretation or misapplication of a specific written provision of Title 3 (Personnel) of the El Cerrito Municipal Code, City personnel rules and regulations, or any written agreement or understanding between the city and an employee organization.

Complaints concerning disciplinary actions are processed through the disciplinary appeals procedures described in Chapter 13 of the City's Personnel Rules and Regulations. An employee may not utilize both the grievance and disciplinary appeals procedure for a single action or event. The appropriate procedure should be employed.

B. Grievant: A grievant is an employee or group of employees adversely affected by acts or omissions of the employer.

Step 1 - Informal Discussion. An employee who has a problem should try first to settle it through informal discussion with his or her immediate supervisor. The employee or employee's representative must bring the complaint to the supervisor within ten (10) calendar days of the occurrence, or such time as the employee could have reasonably been aware of the occurrence. Failure to bring the matter to the supervisor's attention within ten (10) calendar days will be deemed a waiver by the employee of his or her right to submit a grievance.

The supervisor must render a decision on the complaint to the employee (or representative) within ten (10) calendar days from the date the complaint was submitted.

If an action of the immediate supervisor is being grieved and it is inappropriate for that supervisor to hear the grievance, it may be brought to the appropriate supervisor at the next level.

Step 2 - Department Head Review. If the grievance is not resolved by informal discussion, the employee must prepare a written grievance memorandum which provides all relevant facts concerning the grievance, including:

- a. The specific rule or rules allegedly violated, misinterpreted or misapplied.
- b. The specific act or omission which gave rise to this alleged violation,

misinterpretation or misapplication.

- c. The date or dates on which the violation, misinterpretation or misapplication occurred.
- d. What documents, witnesses or other evidence support the employee's position.
- e. The result of informal discussion with the supervisor.
- f. The remedy requested.

The grievance memorandum must be signed by the employee and submitted to the employee's department head within ten (10) calendar days from the date of the supervisor's decision or the grievance will be considered invalid. A copy of said memo will be filed with the personnel officer. The department head may confer with the employee and must respond in writing to the employee within ten (10) calendar days of receipt of the memorandum, unless the employee filing the grievance agrees to extend this response period.

Step 3 - City Manager Review. If the grievance is not resolved to the satisfaction of either the employee or the department head, the grievance memorandum and the department head's response to the grievance shall be submitted by the employee or the department head to the City Manager for review within ten (10) calendar days.

The City Manager or designee may meet with any or all of the parties involved in the grievance and request any additional information or documentation required to render a fair and impartial decision. The City Manager's decision shall be communicated to the grievant and the department head within ten (10) calendar days of receipt of the grievance memorandum and the department head's response.

Step 4 - Acceptance of City Manager Decision or Appeal to Civil Service Commission. The grievant may accept the city manager's decision or appeal it through the personnel officer to the Civil Service Commission within ten (10) calendar days of its issuance.

Step 5 - Civil Service Commission Hearing. In hearing a grievance, the Civil Service Commission will receive and investigate the evidence and will make written findings and a written decision. Hearings of the commission will be informal in nature and, so long as due process is observed, the judicial rules of evidence need not be applied. The Civil Service Commission may be advised by the city attorney or other counsel provided by the city. The chairman of the commission will have full authority at all times to maintain orderly procedure. Civil Service Commission hearings will be public unless appellant is otherwise

entitled under law to a private hearing and makes a written request for a private hearing.

Step 6 - City Council Decision. The city council will review the findings and decision of the Civil Service Commission within thirty (30) calendar days of issuance. The City Council will make the final decision regarding the grievance. The decision of the City Council will be final and binding on all parties. The City Council need not hear additional evidence. If, however, the City Council decides to reject or modify the decision of the Civil Service Commission, it will review the entire record of testimony and related evidence. The City Council also may seek whatever additional information it may need to reach a fair decision.

General Provisions

- a. Time limits may be extended by mutual consent. The party initially requesting an extension must confirm the extension in writing.
- b. An aggrieved employee may be represented by any person or organization of his choice at any stage of these proceedings. This representative is entitled to be present at all meetings and hearings at which the employee is entitled to be present.
- c. Failure on the part of the city or grievant to appear in any case before the Civil Service Commission, without good cause, will result in forfeiture of the case and responsibility for payment of all direct costs incurred in providing for the hearing.
- d. Notice of time and place set for hearing(s) will be mailed or otherwise promptly furnished to the appellant and his or her designated representative. Such notice shall be addressed to the appellant at his or her last known post office address and sent by registered mail at least five (5) calendar days prior to the hearing.

ARTICLE XXII

Disciplinary Guidelines and Appeal Procedure

The City's "Disciplinary Guidelines and Appeal Procedure," as contained in Chapter 13 of the "Personnel Rules and Regulations," is incorporated by reference to be a part of this Agreement.

Appeal procedures for part-time employees are specified in Section 19.12.

ARTICLE XXIII

Separability

23.1 Separability

Should any section, clause or provision of this Memorandum of Understanding be

declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

Upon such invalidation, the parties agree immediately to meet and confer on substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice.

Approved and Accepted

For the City of El Cerrito

Date:

For SEIU Local 1021

Date:

Side Letter of Agreement
Regarding Furloughs
between
The City of El Cerrito
and
SEIU Local 1021

Effective the second full pay period in August 2012, each full time employee in the bargaining unit represented by SEIU Local 1021 shall reimburse, through payroll deduction, the City the equivalent of 22.5 hours (part-time employees 16.5 hours) of pay at the employee's hourly rate.

- The 22.5 hour reimbursement of salary shall be accomplished through payroll deduction of equal amounts for the remainder of the fiscal year.
- Effective August 1, 2012, each full time employee shall be credited with 22.5 hours of leave.
 - Part time employees shall be credited with 16.5 hours of leave
 - The employee must take the full amount of the leave prior to June 30, 2013.
 - The leave shall be scheduled with the approval of the employee's supervisor and department head.

Effective the second full pay period in July 2013, each full time employee in the bargaining unit represented by SEIU Local 1021 shall reimburse, through payroll deduction, the City the equivalent of 22.5 hours of pay (part-time employees 16.5 hours) at the employee's hourly rate.

- The 22.5 hour reimbursement of salary shall be accomplished through payroll deduction of 26 equal payments.
- Effective July 1, 2013, each full time employee shall be credited with 22.5 hours of leave.
 - Part-time employee shall be credited with 16.5 hours of leave
 - The employee must take the full amount of the leave prior to June 30, 2014.
 - The leave shall be scheduled with the approval of the employee's supervisor and department head.
- This program shall conclude June 30, 2014.

For the City of El Cerrito

For SEIU Local 1021

Date:

Date:

RESOLUTION 2012-XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO
AMENDING THE PAYMENT AND REPORTING OF THE VALUE OF EMPLOYER
PAID MEMBER CONTRIBUTIONS FOR SEIU, LOCAL 1021 EMPLOYEES**

WHEREAS, the governing body of the City of El Cerrito has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691; and

WHEREAS, the governing body of the City of El Cerrito has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation; and

WHEREAS, the SEIU, Local 1021 employees of the miscellaneous group have agreed to reduce the percentage of Employer Paid Member Contributions (EPMC) from 7% to 5.5% in fiscal year 2012-13 with an additional reduction from 5.5% to 5% in fiscal year 2013-14; and

WHEREAS, one of the steps in the procedures to implement Section 20691 is adoption by the governing body of the City of El Cerrito of a Resolution to amend payment of EPMC and reporting the value of said EPMC; and

WHEREAS, the governing body of the City of El Cerrito has identified the following conditions for the purpose of amending the payment of EPMC:

- 1) This new benefit shall apply to all SEIU, Local 1021 employees of the miscellaneous group.
- 2) This new benefit shall consist of the City reducing the payment from 7% to 5.5% in fiscal year 2012-13 with an additional reduction from 5.5% to 5% in fiscal year 2013-14 of the normal contribution as EPMC, and reporting the same percent (value) of the compensation earnable effective in the fiscal years noted above.
- 3) CalPERS requires additional and specific wording in this resolution to include "Payment of EPMC and reporting the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636(c)(4) which is the monetary value of EPMC on compensation earnable {excluding Government Code Section 20636(c)(4)} as additional compensation."

NOW THEREFORE, BE IT RESOLVED, that the governing body of the City of El Cerrito hereby elects to amend payment and report the value of the EPMC, as set forth above.

Agenda Item No. 7(A)
Attachment 3

I CERTIFY that at a regular meeting on September 18, 2012, the El Cerrito City Council passed this resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on September XX, 2012.

Cheryl Morse, City Clerk

APPROVED:

William C. Jones III, Mayor