

Mayor

Gabe Quinto

Mayor Pro Tem

Rebecca Saltzman

**AGENDA****Councilmembers**

William Ktsanes

Lisa Motoyama

Carolyn Wysinger

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TUESDAY, AUGUST 18, 2026**SPECIAL CITY COUNCIL MEETING (5:00 PM)**

Hillside Conference Room - 10890 San Pablo Ave, El Cerrito

Join Via Zoom:
<https://us06web.zoom.us/j/87162135998?pwd=nUWSPHlB6oPnpU3ABm6C3lqguV7DuD.1>
Meeting ID: 871 6213 5998 **Password:** 827477 **Dial in:** 1-408-638-0968**REGULAR CITY COUNCIL MEETING (6:00 PM)**

Council Chambers - 10890 San Pablo Ave, El Cerrito

Join Via Zoom:
<https://us06web.zoom.us/j/81088838800?pwd=ace6dlhueQcnijOqaxappuCsubSbi6.1>
Meeting ID: 810 8883 8800 **Passcode:** 176681 **Dial in:** 1-408-638-0968**View (Regular Meeting Only):**

1. Cable T.V. Broadcast on KCRT Channel 28
2. Livestream Online at www.elcerrito.gov/MeetingsandAgendas

Public Comments:

1. In-person, by submitting a request to speak to the City Clerk.
2. Via Zoom, using the "[Raise Hand](#)" feature to request to speak.
3. By phone, dialing *9 to "raise your hand", and *6 to unmute.
4. Online, using the "[Submit Comments](#)" feature on the [meeting event](#).
5. Via email to cityclerk@elcerrito.gov indicating **Public Comments – Agenda Item #.**

Written comments received by **11:00 AM** the day of the meeting will be provided to the City Council and posted online in advance of the meeting. Comments received after the deadline will be provided to the City Council and posted after the meeting.

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

Conduct: This meeting is held pursuant to City Council [Rules of Order and Procedure](#).

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Councilmembers
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5:00 PM ROLL CALL - CONVENE SPECIAL CITY COUNCIL MEETING

1. ORAL COMMUNICATIONS FROM THE PUBLIC

All persons wishing to speak should sign up with the City Clerk. Remarks are typically limited to 3 minutes per person and to items on the special meeting agenda only.

2. COMMISSION INTERVIEWS, STATUS AND APPOINTMENTS

Action Proposed: Staff requests that City Council conduct interviews and, at the conclusion of interviews, confer with staff regarding the ongoing recruitments, any remaining vacancies, and the scheduling of further special meetings to conduct interviews (if applicable). Council may decide to make appointments at the conclusion of the meeting.

Contact: Holly M. Charl  ty, City Clerk, City Management

3. CLOSED SESSION CONFERENCE WITH NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Karen Pinkos, City Manager; Alexandra Orologas, Assistant City Manager; Shannon Bassi, Senior Human Resources Analyst; Glenn Berkheimer, Labor Negotiator; and Sky Woodruff, City Attorney.

Employee Organizations: Police Employees Association (PEA); and Public Safety Management Association (PSMA)

Contact: Sky Woodruff, City Attorney, City Management

4. ADJOURN SPECIAL CITY COUNCIL MEETING

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

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

2. TELECONFERENCE AND PUBLIC COMMENT INSTRUCTIONS

3. COUNCIL/STAFF COMMUNICATIONS

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

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Mayor Pro Tem
Rebecca Saltzman



Councilmembers
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Lisa Motoyama
Carolyn Wysinger

4. ORAL COMMUNICATIONS FROM THE PUBLIC

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

5. PRESENTATIONS

A. Bay Area Rapid Transit (BART) Alternative Service Plan Presentation

Action Proposed: Receive and file a presentation from BART on their Alternative Service Plan.

Contact: Henry Symons, Principal Government and Community Relations Representative, BART

B. El Cerrito Fire Safe Council

Action Proposed: Receive and file a brief presentation from the El Cerrito Fire Safe Council on the award of a PG&E Grant

Contact: Eric Saylor, Fire Chief, Fire Department

6. ADOPTION OF THE CONSENT CALENDAR

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

A. Advisory Body Youth Member End of Service Reflection

Action Proposed: Receive and file a written reflection on youth participation on the Environmental Quality Committee.

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

B. Monthly Disbursement and Check Register Report for July 2026

Action Proposed: Receive and file the Monthly Disbursement and Check Register Report for the month of July 2026.

Contact: Crystal Reams, Finance Director/City Treasurer, Finance Department

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C. Amendment to the Joint Exercise of Powers Agreement forming the West Contra Costa Integrated Waste Management Authority

Action Proposed: Adopt a resolution approving the First Amendment to the Fifth Amended and Restated Joint Exercise of Powers Agreement for the West Contra Costa Integrated Waste Management Authority, to which the City of El Cerrito is a party, and authorizing the Mayor to execute the Amendment to change the Fiscal Year from July 1 through June 30 to January 1 through December 31, commencing January 1, 2027.

Contact: Christina Leard, Acting Senior Management Analyst and Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

D. Authorization To Enter Into A Purchase Agreement With Glasdon, Inc. For Twenty-Six Trash Recycling Cans

Action Proposed: Adopt a resolution authorizing the City Manager to enter into a purchase agreement with Glasdon, Inc. for an amount not to exceed \$54,000 for the purchase of twenty-six trash recycling cans to be installed along San Pablo Avenue, the Ohlone Greenway, and parks around the City.

Contact: Christina Leard, Acting Senior Management Analyst; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

E. Agreement with Powers Forestry LLC for the Hillside Natural Area Quarry Hill Fire Fuel Reduction Project, G3012

Action Proposed: Adopt a resolution authorizing the City Manager to execute an agreement with Powers Forestry LLC to provide invasive tree removal services for the Hillside Natural Area Quarry Hill Fire Fuel Reduction Project, G3012 in the amount of \$424,500, including a contingency amount not to exceed \$24,865.

Contact: Stephen Prée, Environmental Programs Manager; Karineh Samkian, Senior Program Manager; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

F. Authorization To Enter Into a General Services Agreement With Knorr Systems, Inc. for Swim Center Maintenance, On-Call Services, and Chemicals

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Councilmembers
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Action Proposed: Adopt a resolution authorizing the award of a General Services Agreement to Knorr Systems, Inc. (KSI) for quarterly equipment maintenance, on-call repair services, and the purchase of pool chemicals, equipment and parts for the El Cerrito Swim Center based on the firm's specialized experience and expertise, use of proprietary equipment and systems, and participation in Sourcewell Contract No. 012226-AQUA; and authorizing the City Manager to execute the contract in a not-to-exceed amount of \$105,000 for Fiscal Year 2026-27 for a total contract not-to-exceed amount of \$487,305 over the full four-year contract term.

Contact: Chris Jones, Recreation Director, Recreation Department

7. PUBLIC HEARINGS

8. POLICY MATTERS

A. Adoption of Memorandum of Understandings between the City of El Cerrito and the El Cerrito Public Safety Management Association - Police Chief Unit and Fire Chief Unit

Action Proposed: Adopt a resolution approving agreements between the City of El Cerrito and the El Cerrito Public Safety Management Association - Police Chief Unit (PSMA - Police Chief Unit) and Fire Chief Unit (PSMA - Fire Chief Unit) modifying language on salaries and benefits and creating new Memorandums of Understanding, amending the City's salary schedule, and appropriating additional funds from the General Fund unassigned balance for FY 2026-27 in the amount of \$71,643 for increased salary costs.

Contact: Shannon Bassi, Human Resources Manager, City Manager's Office

9. CITY COUNCIL LOCAL & REGIONAL LIAISON ASSIGNMENTS

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

10. ADJOURN REGULAR CITY COUNCIL MEETING

The next regularly scheduled City Council meeting is Tuesday, September 15, 2026 at 6:00 p.m.

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



AGENDA BILL

Agenda Item No. 2.

Date: August 18, 2026
To: El Cerrito City Council
From: Holly M. Charl  y, City Clerk, City Management
Subject: COMMISSION INTERVIEWS, STATUS AND APPOINTMENTS

ACTION PROPOSED

Staff requests that City Council conduct interviews and, at the conclusion of interviews, confer with staff regarding the ongoing recruitments, any remaining vacancies, and the scheduling of further special meetings to conduct interviews (if applicable). Council may decide to make appointments at the conclusion of the meeting.

BACKGROUND/ANALYSIS

City staff continues to publicize board, commission and committee vacancies as they occur. Vacancies are published on the City's website and in the West County Times; posted at City Hall, the Community Center, the Library and other various locations throughout the City including Little Libraries. Staff continues to utilize the City Manager's Update, social media outlets, and press releases to increase awareness and opportunities for residents to participate by attending meetings and/or serving on a Board, Commission or Committee.

Interview Schedule

Interviews scheduled for this meeting are as follows:

Interview Time	Applicant	Interviewing for:
5:00 PM	Erin Gillett	Design Review Board
5:15 PM	Arsh Hothi	Design Review Board
5:30 PM	Arsh Hothi	Citizen Streets Oversight Committee
5:45 PM	Council Discussion	N/A

In addition to the interviews listed above, one additional applicant who interviewed on [July 14, 2026](#) remains eligible and interested in serving.

Alison Tan	Citizen Streets Oversight Committee
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STRATEGIC PLAN CONSIDERATIONS

This action supports the [City's Strategic Plan Goal\(s\)](#) of:

- *High Performing Organization by increasing communication and public engagement to ensure access to services and promote community events.*

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

This section is not applicable to this agenda item.

LEGAL CONSIDERATIONS

This section is not applicable to this agenda item.

Reviewed by:

Attachments:

1. Commissioner Interview Worksheet
2. List of Pending Applications

**EL CERRITO BOARD AND COMMISSION APPOINTMENT WORKSHEET
SUBJECT TO CHANGE**

CITIZEN STREET OVERSIGHT COMMITTEE (5 Seats)

Name	Term
	3/1/2026 - 3/1/2030

1 existing vacancy

Eligible Applicants
AlisonTan (interviewed on 7/14/2026)
Arsh Hothi (also pursuing DRB)

DESIGN REVIEW BOARD (3 Seats)

Name	Term
	3/1/2026 - 3/1/2030
	3/1/2026 - 3/1/2030
	DOA – 3/1/2027

Chuaqui termed out, 2 existing vacancies

Eligible Applicants
Arsh Hothi (also pursuing CSOC)
Erin Gillett (currently serving on PC)

List of Pending Applications as of 8/13/2026

Name	Board Name	Application Status	Interview Date
Alison Tan	Citizens Street Oversight Committee	Active	07/14/2026
Arsh Hothi	Citizens Street Oversight Committee	Active	08/18/2026
Julie Jennings	Civil Service Commission	Active	
Lillia Refes	Civil Service Commission	Active	
Katherine Kimsey	Community Safety Committee	Active	
Tova Feldmanstern	Community Safety Committee	Active	
Arsh Hothi	Design Review Board	Active	08/18/2026
Erin Gillett	Design Review Board	Active	08/18/2026
Beverly Green	Economic Development Committee	Active	
Jonathan Stern	Economic Development Committee	Active	
Rahul Iyer	Economic Development Committee	Active	
Sasha Hahn	Environmental Quality Committee	Active	
Julie Jennings	Financial Advisory Board	Active	
Beverly Green	Human Relations Commission	Active	



Grant Summary & Review

Rifle Range – Club View evacuation route fuel reduction and vegetation mitigation project

El Cerrito City Council Update

\$15,000

California Fire Foundation grant
PG&E-donated funds

16

Properties identified for mitigation

12

Properties treated within budget

March

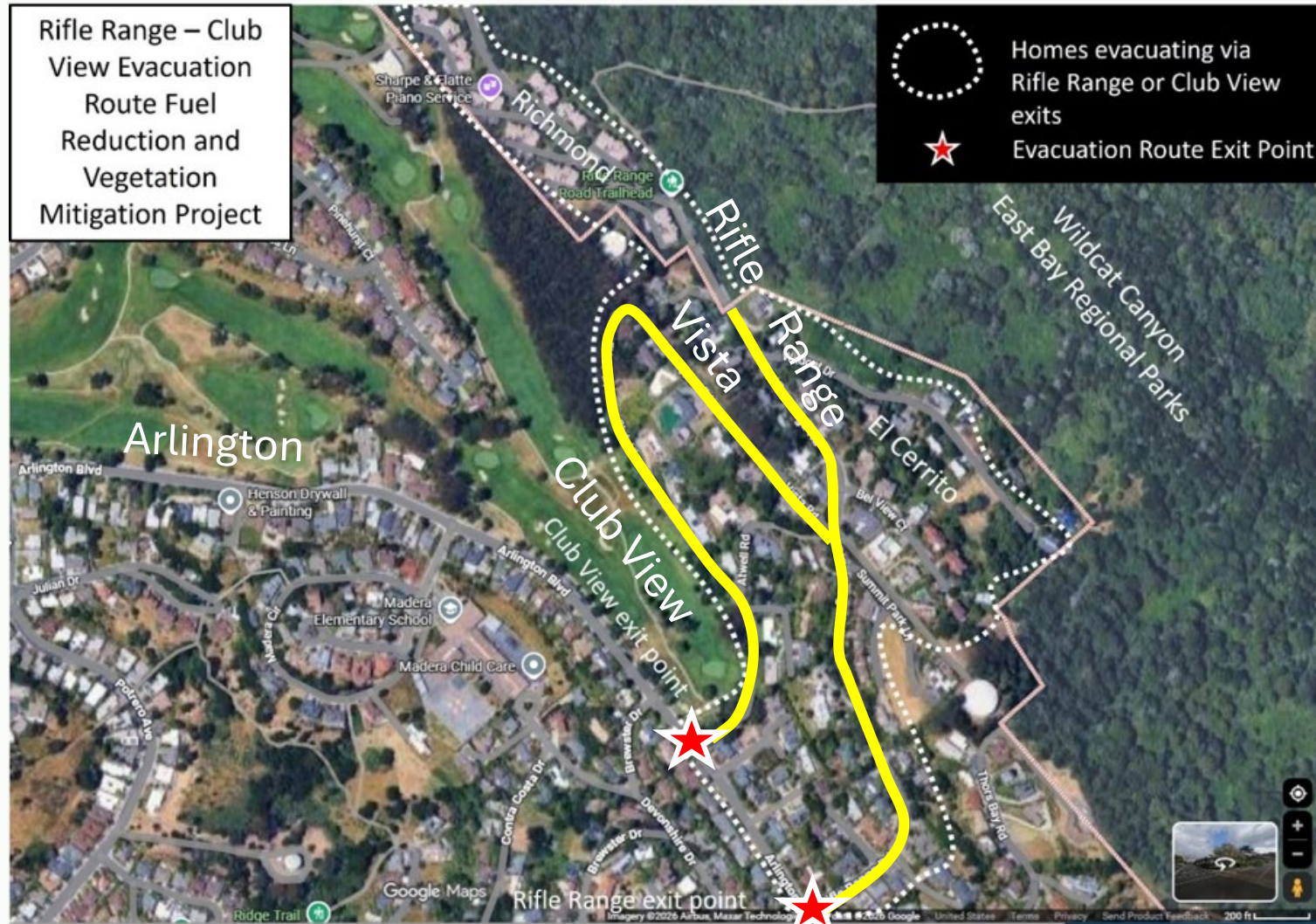
Completed ahead of schedule and under budget

Purpose

Clear vegetation along evacuation routes at the wildland-urban interface.

Focus routes:
Rifle Range Road, Club View, and Vista Road.

Project Area



Targeted roadside fuel reduction was focused where evacuation routes meet the WUI.

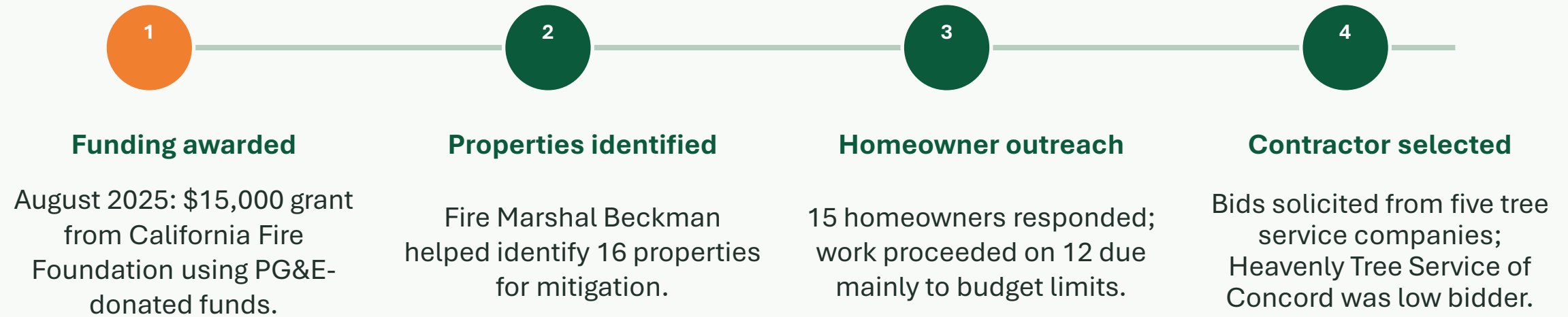
- Rifle Range Road
- Club View
- Vista Road
- Evacuation route exit points and nearby homes

Project intent

Reduce vegetation that could restrict access, affect evacuation movement, or increase roadside fire intensity.

Grant Scope & Delivery

A targeted, grant-funded mitigation project was delivered through property identification, homeowner outreach, and competitive bidding.



Delivery emphasis: highest-priority roadside hazards were addressed first while staying within a limited grant budget.

Before / After: Wildcat & Rifle Range

BEFORE



AFTER



Removed 2 Monterey pines and trimmed oak canopy to 14 ft above Rifle Range.

Before / After: Vista Road

BEFORE



AFTER



Removed five trees—3 pines and 2 redwoods—plus ladder fuel next to a large eucalyptus; also removed a branch overhanging a powerline.

Before / After: Rifle Range

BEFORE



AFTER



Removed highly flammable junipers adjacent to the Rifle Range evacuation route.

Before / After: Club View

BEFORE



Removed a 120 ft eucalyptus and 2 Monterey pines with the financial contribution of two neighbors.

AFTER



\$6,500

contributed by two
properties
from \$2,000 of
grant leverage

Results & Council Takeaways



The grant produced direct roadside mitigation and encouraged additional voluntary mitigation by neighboring properties.

12

Properties treated within grant budget

5 ft

All work performed within five feet of roadway

\$6.5K

Additional neighbor contribution leveraged

March

Completed ahead of schedule and under budget

Scope completed

Work included limbing up, thinning canopies, removing Monterey pines, eucalyptus and juniper, trimming shrubs/redwood sprouts, removing ladder fuels, and clearing branches overhanging a powerline.

Community multiplier

Four homeowners, Berkeley Country Club, and Park Summit Homeowners Association used the on-site tree service to request or hire additional mitigation work.

Future model

Small, targeted grants can reduce roadside fuel hazards while motivating property owners to expand mitigation beyond the grant scope.



AGENDA BILL

Agenda Item No. 6.A.

Date: August 18, 2026
To: El Cerrito City Council
From: Holly M. Charlety, City Clerk, City Management
Subject: Advisory Body Youth Member End of Service Reflection

ACTION PROPOSED

Receive and file a written reflection on youth participation on the Environmental Quality Committee.

BACKGROUND/ANALYSIS

On March 19, 2024 the City Council adopted Resolution 2024-16 implementing guidelines for Youth Participation on City Boards, Commissions, and Committees. The guidelines adopted by the City Council includes encouraging Youth members to evaluate and provide a presentation at a City Council meeting to share their experience at the end of their service.

Eleanor Pilling Chapplelear was appointed by the Environmental Quality Committee on October 8, 2026 to serve as their Youth Member, and her service concluded on August 11, 2026. As Eleanor was not able to attend an upcoming Council meeting to present her experience, as an alternative she has provided a written reflection (Attachment 1) on her experience serving on the Environmental Quality Committee.

STRATEGIC PLAN CONSIDERATIONS

This action supports the [City's Strategic Plan Goal\(s\)](#) of:

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

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

This section is not applicable to this agenda item.

LEGAL CONSIDERATIONS

This section is not applicable to this agenda item.

Reviewed by:

A handwritten signature in blue ink, appearing to read "Karen Pinkos".

Karen Pinkos, City Manager

Attachments:

1. Youth Member Reflection

Dear Council,

For the past two years I have been very lucky to have the opportunity to be the EQC's youth member. This is a reflection on, and thank you for, that experience.

From 2021 to 2023 I spent every Friday in front of city hall with a piece of cardboard demanding climate action. In many places that would be met with hostility, but El Cerrito is not many places, and my protest was met with an open door. I was invited to speak at an EQC meeting about my concerns and hopes about El Cerrito climate action. Chief of my demands that night was an update to the climate action plan (which was far beyond the committee's powers though I did not particularly know or care). When that came to fruition and the CAAP update process began, the city opened their doors wider, inviting me to participate as a youth stakeholder advising the update. As that came to a close, the city opened this opportunity for youth to join advisory committees and I got to join the EQC.

Since joining the EQC I've gotten to see and work alongside extremely patiently committed members of my community as they try to do their part to help the city interface with and educate the community for climate action. The climate hasn't gotten any better and the political backdrop of action has become ever more hostile. In the City of El Cerrito and in the EQC the will for action and change has not shifted or lessened, but strains in staffing and funding have bent and tamed ambitions. As a committee the steps we've taken have shifted as the resources allocated to our ambitions have shrunk.

When I first joined, the committee was organizing the sustainable transportation fair navigating the logistics of coordinating a public event. After the fair the committee began its planning for the next couple years and I got the chance to bring support for an environmental education initiative to the committee and council, and while it didn't go as I hoped the experience taught me the degree of precision in communication necessary in policy. Carrying over those lessons, that letter paved the way for the committee's successful advocacy for a letter of support from the city aiding the Electrify my Block program a few months later.

As I move into college and leave the committee and El Cerrito behind I am very grateful to the members of the committee and city staff (Christina!!!) who fought to allow me to join the committee and who stay committed to enabling and maintaining the pathways for direct public engagement and voice in local politics. Thank you.

Eleanor Pilling Chappelle



AGENDA BILL

Agenda Item No. 6.B.

Date: August 18, 2026
To: El Cerrito City Council
From: Crystal Reams, Finance Director/City Treasurer, Finance Department
Subject: Monthly Disbursement and Check Register Report for July 2026

ACTION PROPOSED

Receive and file the Monthly Disbursement and Check Register Report for the month of July 2026.

BACKGROUND/ANALYSIS

California Government Code, Title 4. Government of Cities, Division 3, Part 3, Chapter 3, Section 41004 states, "Regularly, at least once each month, the city treasurer shall submit to the city clerk a written report and accounting of all receipts, disbursements, and fund balances. The city treasurer shall file a copy with the legislative body." In addition, the City's Comprehensive Financial Policy, Item 5.1 Accounting Standards indicates the City's accounting and financial reporting systems shall be maintained in conformance with all state and federal laws.

- Month ending July 31, 2026, reflecting 335 Accounts Payable General Warrant Nos. 96734 through 97068, 37 Automated Clearing House/Electronic Funds Transfer (ACH/EFT) transactions, and 736 payroll-related checks and EFTs for a grand total of \$17,472,097.62.
- Note - The annual CalPERS Unfunded Actuarial Liability (UAL) payment for fiscal year 2026-27 was prepaid in July for a total of \$8,449,219 and the annual Municipal Pooling Authority (MPA) workers compensation and general liability premiums were also paid in July for a total of \$3,825,756.69.

STRATEGIC PLAN CONSIDERATIONS

The City's Comprehensive Financial Policy, which includes ensuring policies, procedures, and systems represent best practices in financial management, is aligned with requirements referenced in California Government Code, Title 4, Chapter 3, Section 41004.

This action supports the [City's Strategic Plan Goal\(s\)](#) of:

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

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

There is no fiscal impact associated with acceptance of the Monthly Disbursement and Check Register Report.

LEGAL CONSIDERATIONS

This section is not applicable to this agenda item.

Reviewed by:

A handwritten signature in blue ink, appearing to read "Karen Pinkos".

Karen Pinkos, City Manager

Attachments:

1. Monthly Payment Register July 2026

City of El Cerrito
Payment Register
From Payment Date: 7/1/2026 - To Payment Date: 7/31/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Description	Transaction Amount
AP-AP Check - Accounts Payable Checking Account								
<u>Check</u>								
96734	07/02/2026	Reconciled		07/08/2026	Accounts Payable	NBS	PROFESSIONAL SVCS 7/1/26-9/30/26	\$ 6,049.50
96735	07/02/2026	Open			Accounts Payable	ASTRO JUMP OF CONTRA COSTA	BOUNCE HOUSE FOR 4TH OF JULY	1,790.00
96736	07/02/2026	Reconciled		07/06/2026	Accounts Payable	BRANDON, DANIEL	CITY OF EL CERRITO & WORLDONE 4TH OF JULY 2026	1,500.00
96737	07/02/2026	Reconciled		07/03/2026	Accounts Payable	CLASSIC AMUSEMENT LLC	4TH OF JULY CARNIVAL RIDES 2026	36,000.00
96738	07/02/2026	Reconciled		07/07/2026	Accounts Payable	COREY JOHN MASON	4TH OF JULY WORLDONE STAGE 2026	3,500.00
96739	07/02/2026	Voided/Reissued	Check was Lost	07/23/2026	Accounts Payable	DAVIS, JAYDEN		704.00
96740	07/02/2026	Open			Accounts Payable	DE LA PAZ, LAYLO	4TH OF JULY PRODUCTION SUPPORT 2026	572.00
96741	07/02/2026	Open			Accounts Payable	DUNIYA DANCE AND DRUM, LLC	4TH OF JULY WORLDONE PERFORMER FINAL 2026	2,250.00
96742	07/02/2026	Reconciled		07/17/2026	Accounts Payable	ESICO, SHARLEEN	4TH OF JULY PRODUCTION SUPPORT 2026	704.00
96743	07/02/2026	Reconciled		07/02/2026	Accounts Payable	FRAZER, ELIZABETH	CASH ADVANCE FOR 4TH OF JULY FESTICAL (EVENT CHANGE)	4,000.00
96744	07/02/2026	Reconciled		07/09/2026	Accounts Payable	J.A.V.S SECURITY SERVICE	4TH OF JULY SECURITY SERVICES 2026	4,050.00
96745	07/02/2026	Reconciled		07/08/2026	Accounts Payable	MAHEALANI MIX, WALT	4TH OF JULY PERFORMANCE 2026	3,000.00
96746	07/02/2026	Reconciled		07/06/2026	Accounts Payable	MANNING MUSIC & ARTS INC.	4TH OF JULY PERFORMANCE 2026	3,000.00
96747	07/02/2026	Reconciled		07/07/2026	Accounts Payable	NATIVE SOIL INC.	4TH OF JULY MAINTENANCE SUPPORT 2026	25,000.00
96748	07/02/2026	Reconciled		07/09/2026	Accounts Payable	QUIROZ, JENNIFER	4TH OF JULY PRODUCTION SUPPORT 2026	704.00
96749	07/02/2026	Reconciled		07/20/2026	Accounts Payable	RADIO CAMP LLC	4TH OF JULY PERFORMANCE 2026	600.00
96750	07/02/2026	Reconciled		07/20/2026	Accounts Payable	RARICK, NICHOLAS	4TH OF JULY PRODUCTION SUPPORT 2026	704.00
96751	07/02/2026	Reconciled		07/06/2026	Accounts Payable	RODRIGUEZ, XOLANI	4TH OF JULY PRODUCTION SUPPORT 2026	572.00
96752	07/02/2026	Reconciled		07/07/2026	Accounts Payable	RUIZ, JOSE, A	4TH OF JULY PERFORMANCE 2026	600.00
96753	07/02/2026	Reconciled		07/07/2026	Accounts Payable	Soundwizard Production, LLC	4TH OF JULY STAGE SOUND	5,062.22
96754	07/02/2026	Reconciled		07/06/2026	Accounts Payable	YONEMURA, PAUL ALLAN	4TH OF JULY PERFORMANCE 2026	3,000.00
96755	07/02/2026	Reconciled		07/22/2026	Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT	KFD 37 REPAIR POWER STEERING JUN 2026	1,474.22
96756	07/02/2026	Reconciled		07/07/2026	Accounts Payable	AMAZON CAPITAL SERVICES, INC.	ERGO MOUSE AND ANTI-FAITGUE MAT FOR STAFF	335.34
96757	07/02/2026	Reconciled		07/06/2026	Accounts Payable	ASBURY ENVIRONMENTAL SERVICES	USED MOTOR OIL RECYCLING 6/18/26	153.00
96758	07/02/2026	Reconciled		07/13/2026	Accounts Payable	AT&T DW HOLDINGS, INC	AT&T LAND TELEPHONE LINES 03/15/26 - 04/14/26	14,264.63
96759	07/02/2026	Reconciled		07/15/2026	Accounts Payable	ATHENA CODING LLC	HASEP/MASEP SPRING 2026	4,080.00
96760	07/02/2026	Open			Accounts Payable	BALL 2THRIVE BASKETBALL LLC	BALL2THRIVE SPRING MAY 2026	462.00
96761	07/02/2026	Reconciled		07/10/2026	Accounts Payable	BALTZ, LEONARD	ADULT KARATE CLASSES MAR-APRIL-MAY 2026	1,554.00
96762	07/02/2026	Reconciled		07/08/2026	Accounts Payable	BAY CITIES PYROTECTOR, INC	FIRE EXTINGUISHER SERVICE 1/26/26	438.14
96763	07/02/2026	Reconciled		07/09/2026	Accounts Payable	BOUNDTREE MEDICAL LLC	MEDICAL SUPPLIES 6/11/26	22.39
96764	07/02/2026	Reconciled		07/09/2026	Accounts Payable	CINTAS CORPORATION #054 UNIFORMS	CORP YARD UNIFORMS WEEKLY RENTALS	331.81
96765	07/02/2026	Open			Accounts Payable	COMMUNITY CONSERVATION CENTERS, INC.	MIXED PAPER + HDPE PLASTIC RECYCLING 5/26/26	393.36
96766	07/02/2026	Reconciled		07/10/2026	Accounts Payable	EAST BAY BLUE PRINT & SUPPLY CO.	HP PLOTTER LEASE MAY 2026	158.56
96767	07/02/2026	Reconciled		07/07/2026	Accounts Payable	EBMUD	EBMUD 4/15/26-6/12/26	6,817.81
96768	07/02/2026	Reconciled		07/09/2026	Accounts Payable	EHSD-CC SENIOR NUTRITION	CAFE COSTA CONTRIBUTION REIMBURSEMENT MAY 2026	725.00
96769	07/02/2026	Reconciled		07/16/2026	Accounts Payable	FLEET MANAGEMENT HOLDINGS, LLC	C3: SEMI-ANNUAL SMOG TEST	4,089.14
96770	07/02/2026	Reconciled		07/10/2026	Accounts Payable	FRIEDMAN, NORM	SPORTS CAMP WK 1 2026 6/15-6/18/26	6,304.32
96771	07/02/2026	Reconciled		07/08/2026	Accounts Payable	HILLYARD	CITYWIDE CUSTODIAL SUPPLIES 4/9/26	7,942.49
96772	07/02/2026	Reconciled		07/08/2026	Accounts Payable	HIT ELITE LLC	YOUTH PICKLEBALL MAR-MAY 2026	1,155.00
96773	07/02/2026	Reconciled		07/09/2026	Accounts Payable	HONEY BUCKET	ON CALL SVC FOR STATION 52 ON 6/9/26	95.00
96774	07/02/2026	Reconciled		07/07/2026	Accounts Payable	J & O'S COMMERCIAL TIRE CENTER	FD TRUCK REPAIR #40	7,733.78
96775	07/02/2026	Reconciled		07/10/2026	Accounts Payable	LIGHTBOX PARENT, L.P.	GOVCLARITY ANNUAL SW LICENSE & MAIN 3/25/26-3/24/27	24,950.00
96776	07/02/2026	Reconciled		07/03/2026	Accounts Payable	MANQUEROS, MARK, MARCOS	YOUTH TENNIS CLASSES JUN 2026	21,291.24
96777	07/02/2026	Reconciled		07/09/2026	Accounts Payable	MCAVOY, IAN	OFF THE BLOCK STEM SUMMER 2026	7,264.20
96778	07/02/2026	Reconciled		07/10/2026	Accounts Payable	MICHAEL'S TRANSPORTATION SERVICE , INC	DISCOVERY CAMP CHUCK E CHEESE FIELD TRIP	2,549.20
96779	07/02/2026	Reconciled		07/07/2026	Accounts Payable	NINYO & MOORE	GEOTECHNICAL SERVICES THRU JUN 30 2026 FOR OESD	4,000.00
96780	07/02/2026	Reconciled		07/09/2026	Accounts Payable	ODP BUSINESS SOLUTIONS, LLC	CORP YARD OFFICE SUPPLIES DISH SOAP	418.62
96781	07/02/2026	Reconciled		07/10/2026	Accounts Payable	OLIVERO PLUMBING	SERVICE IN WOMEN'S LOCKER ROOM FOR REC	265.00
96782	07/02/2026	Reconciled		07/08/2026	Accounts Payable	PAKPOUR CONSULTING GROUP, INC.	STAFF AUGMENTATION DEC 2025	2,473.75
96783	07/02/2026	Reconciled		07/07/2026	Accounts Payable	PASTIME HARDWARE	BUILDING SUPPLIES FOR COMM CTR	39.67
96784	07/02/2026	Reconciled		07/09/2026	Accounts Payable	REDWOOD PUBLIC LAW, LLP	CITY COUNCIL (LABOR) 5/29/26-5/31/26	16,403.30
96785	07/02/2026	Reconciled		07/10/2026	Accounts Payable	RINGCENTRAL, INC.	VOLP PHONE SERVICE FOR CITY STAFFS 5/14/26-6/13/26	4,515.88
96786	07/02/2026	Reconciled		07/10/2026	Accounts Payable	SCHLANGER, APRIL, ADAIR	SHARKS & SIRENS SUMMER CAMP 2026 6/15-6/18/26	1,485.00
96787	07/02/2026	Reconciled		07/07/2026	Accounts Payable	SHAHKAR, MEHRAN	STRENGTH AND BALANCE MAY 2026	1,344.00

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96788	07/02/2026	Reconciled		07/08/2026	Accounts Payable	SHAW HR CONSULTING, INC.	HR CONSULTING SERVICES MAY-JUN 2026	930.00
96789	07/02/2026	Reconciled		07/07/2026	Accounts Payable	SSP DATA PRODUCTS	SWITCH LICENSE AND 2ND POWER SUPPLY FOR STA 51	29,099.60
96790	07/02/2026	Reconciled		07/09/2026	Accounts Payable	ST. FRANCIS ELECTRIC	COMM CENTER REC CENTER CONDUIT RELOCATE	4,052.98
96791	07/02/2026	Reconciled		07/09/2026	Accounts Payable	STERICYCLE, INC.	HAZARDOUS WASTE FOR REC INV 8014109089 - INV 90418	37.99
96792	07/02/2026	Reconciled		07/13/2026	Accounts Payable	SUSTAINABLE CONTRA COSTA	SUSTAINABLE CONTRA COSTA PARTNERSHIP - 2026	3,000.00
96793	07/02/2026	Reconciled		07/07/2026	Accounts Payable	TALENTNOOK INC.	ASEP TALENTNOOK SUMMER 2026	4,078.80
96794	07/02/2026	Reconciled		07/08/2026	Accounts Payable	UNITED CALIFORNIA ACCESS & SECURITY	COMM CNTR FRONT DOOR 5/18/26	1,297.50
96795	07/02/2026	Reconciled		07/09/2026	Accounts Payable	UNIVERSAL BUILDING SERVICE	BUILDING SUPPLIES FOR FD	549.17
96796	07/02/2026	Reconciled		07/07/2026	Accounts Payable	WESTERN STATE DESIGN INC.	GASKET SUPPLY FOR LAUNDRY MACHINE	306.21
96797	07/02/2026	Reconciled		07/21/2026	Accounts Payable	BIRDELL, ADAM	REIMB FOR PARAMEDIC RECETI.	250.00
96798	07/02/2026	Reconciled		07/07/2026	Accounts Payable	CROOKS, JASON	FIRE INSPECTOR 2A + 2B 6/1/26-6/5/26	1,033.06
96799	07/02/2026	Reconciled		07/06/2026	Accounts Payable	CALPERS LONG TERM CARE PROGRAM	PER3 - CALPERS Longterm Care Ins	47.96
96800	07/02/2026	Reconciled		07/10/2026	Accounts Payable	EL CERRITO FIRE DEPT MGMT GRP	MG1 - FIRE DEPT MGMT GROUP	50.00
96801	07/02/2026	Reconciled		07/15/2026	Accounts Payable	EL CERRITO PUBLIC SFTY EE MGMT	MG2 - SAFETY EMPLOYEE MGMT GROUP	436.00
96802	07/02/2026	Reconciled		07/03/2026	Accounts Payable	FIRE ASSOCIATION	DUE2 - FIRE ASSN DUES CK	675.00
96803	07/02/2026	Reconciled		07/28/2026	Accounts Payable	FRANCHISE TAX BOARD	Payroll Deduction	1,383.70
96804	07/02/2026	Reconciled		07/09/2026	Accounts Payable	LIFE INSURANCE OF NORTH AMERICA	ACCD - Accidental Death & Dismembermt	52.50
96805	07/02/2026	Reconciled		07/23/2026	Accounts Payable	POLICE ASSN.	DUE1 - POLICE ASSN DUES	3,904.24
96806	07/02/2026	Reconciled		07/28/2026	Accounts Payable	PRO FIREFIGHTERS ASSN DUES	DUE3 - EC PRO FIREFIGHTERS DUES	290.00
96807	07/02/2026	Reconciled		07/07/2026	Accounts Payable	SEIU LOCAL 1021	COPE - VOLUNTARY COPE DEDUCTION*	1,936.61
96808	07/02/2026	Reconciled		07/08/2026	Accounts Payable	U.S. BANK - INSTITUTIONAL TRUST - W REGION	PAR - PARS - ARS 457*	6,625.50
96809	07/09/2026	Reconciled		07/21/2026	Accounts Payable	4LEAF, INC.	ARCH/ENGINEERING PLAN REVIEW SERVICES APR 2026	50,859.24
96810	07/09/2026	Reconciled		07/15/2026	Accounts Payable	AT&T DW HOLDINGS, INC	Fiber from 51 to Richmond 5/25/26-6/24/26	664.48
96811	07/09/2026	Reconciled		07/14/2026	Accounts Payable	BAY AREA NEWS GROUP EAST BAY	2026 SURFACE SEAL PROJECT APR 2026	1,049.58
96812	07/09/2026	Reconciled		07/14/2026	Accounts Payable	BKF ENGINEERS	SWIM CENTER PROJECT APR 27 TO MAY 24 2026	564.25
96813	07/09/2026	Reconciled		07/13/2026	Accounts Payable	BOUNDTREE MEDICAL LLC	MEDICAL SUPPLIES	179.21
96814	07/09/2026	Reconciled		07/15/2026	Accounts Payable	CALIFORNIA PUBLIC POLICY GROUP INC.	GRANT WRITING & ADVOCACY SVCS JUN 2026	6,500.00
96815	07/09/2026	Reconciled		07/13/2026	Accounts Payable	DELL MARKETING L.P.	LAPTOPS, DESKTOPS AND MONITORS	58,104.80
96816	07/09/2026	Reconciled		07/28/2026	Accounts Payable	Dixon Resources Unlimited	RICHMOND ST COMPLETE STREETS DATA COLLECT. APR 2025	5,016.00
96817	07/09/2026	Reconciled		07/24/2026	Accounts Payable	FORENSIC SERVICES DIVISION	FORENSICS 4/1/26-4/30/26	8,695.85
96818	07/09/2026	Reconciled		07/15/2026	Accounts Payable	HdL Companies	AUDIT SVCS + CONTRACT SVCS - TRANSACTIONS TAX APR-JUN 2026	875.85
96819	07/09/2026	Reconciled		07/13/2026	Accounts Payable	IRON MOUNTAIN	OFF-SITE RECORDS STORAGE AND SERVICES 5/27/26-6/23/26	872.44
96820	07/09/2026	Reconciled		07/14/2026	Accounts Payable	L.N. CURTIS & SONS	FIRE UNIFORMS FOR STAFF	24,272.10
96821	07/09/2026	Reconciled		07/15/2026	Accounts Payable	RICOH USA, INC	OVERAGE CHARGE 2/1/26-4/30/26	4,836.37
96822	07/09/2026	Reconciled		07/30/2026	Accounts Payable	STRATEGIC ECONOMICS	SPASP AFFORDABLE HOUSING 4/1/26-5/31/26	10,268.59
96823	07/09/2026	Reconciled		07/13/2026	Accounts Payable	SUPERION, LLC	ALP & COMM DEV MIGRATION PROJECT APR-MAYQuote No. Q-215674	2,520.00
96824	07/09/2026	Reconciled		07/16/2026	Accounts Payable	Technica Auto, Inc.	2022 FORD OIL CHANGE	5,037.88
96825	07/09/2026	Reconciled		07/13/2026	Accounts Payable	THE ED JONES COMPANY	UNIFORM ITEMS	355.45
96826	07/09/2026	Reconciled		07/15/2026	Accounts Payable	Total Industries	BALER REPAIR PARTS - CONVEYER MOTOR BREAKER	13,723.25
96827	07/09/2026	Reconciled		07/17/2026	Accounts Payable	TRB AND ASSOCIATES, INC.	ARCH/ENGINEERING PLAN REVIEW SERVICES APR 2026	73,498.50
96828	07/09/2026	Reconciled		07/23/2026	Accounts Payable	Urban37, Inc.	PERMIT TECHNICIAN SERVICES MAY 2026	10,780.00
96829	07/09/2026	Reconciled		07/14/2026	Accounts Payable	VERIZON WIRELESS	WIRELESS PHONE BILL 3/20/26-4/19/26	12,038.79
96830	07/09/2026	Reconciled		07/15/2026	Accounts Payable	VOIP SUPPLY, LLC	WIRELESS HEADSET FOR COMM DEV & PUBLIC WORKS STAFF	3,686.08
96831	07/09/2026	Reconciled		07/15/2026	Accounts Payable	ACE UNIFORMS LLC	PD SAFETY UNIFORMS	13,654.46
96832	07/09/2026	Reconciled		07/14/2026	Accounts Payable	AT&T MOBILITY NATIONAL ACCOUNTS, LLC	AT&T WIRELESS BILL FOR CITY STAFF MAY-JUN 2026	576.34
96833	07/09/2026	Reconciled		07/16/2026	Accounts Payable	BADGE FRAME, INC.	ORG CHART FOR PD	22.00
96834	07/09/2026	Reconciled		07/21/2026	Accounts Payable	CCCSO LAW ENFORCEMENT TRAINING	FIELD TRAINING 6/22/26-6/26/26	408.00
96835	07/09/2026	Reconciled		07/15/2026	Accounts Payable	CITY OF FAIRFIELD	RANGE FEES 5/11/26	1,674.00
96836	07/09/2026	Reconciled		07/21/2026	Accounts Payable	CONTRA COSTA COUNTY HEALTH SERVICES DEPT	PD SART EXAM MAY 2026	1,700.00
96837	07/09/2026	Reconciled		07/22/2026	Accounts Payable	COOKE, JOANNE	FLAMENCO DANCE JUNE 2026	60.00
96838	07/09/2026	Reconciled		07/14/2026	Accounts Payable	COOPERATIVE PERSONNEL SERVICES	MARKETING 5/3/26-5/30/26	35.00
96839	07/09/2026	Reconciled		07/15/2026	Accounts Payable	CORODATA SHREDDING INC.	SHREDDING SVCS MAY 2026	254.59
96840	07/09/2026	Reconciled		07/16/2026	Accounts Payable	CRIME SCENE CLEANERS, INC.	PD CLEAN UP	520.00
96841	07/09/2026	Reconciled		07/21/2026	Accounts Payable	DATA TICKET, INC.	PD 1ST YEAR LICENSE SOFTWARE FEE JAN 2026	3,427.13
96842	07/09/2026	Open			Accounts Payable	ENGBERG, GRI	SUMMER CAMP IMPROV SESSION #1 6/15-6/18/26	4,574.70
96843	07/09/2026	Reconciled		07/13/2026	Accounts Payable	FRIEDMAN, NORM	SPORTS CAMP WK 2 2026 6/22-6/26/26	13,833.36

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96844	07/09/2026	Open			Accounts Payable	FUJIWARA, PATRICIA, Y.	OPEN CERAMICS MON INTRO HANDBUILDING	996.00
96845	07/09/2026	Reconciled		07/14/2026	Accounts Payable	GABRIEL, BARBARA, A.	ADULT BALLET JUNE 2026	244.80
96846	07/09/2026	Reconciled		07/13/2026	Accounts Payable	JAFFE, SCOT	OPEN CERAMICS TH JUNE 2026	413.40
96847	07/09/2026	Reconciled		07/13/2026	Accounts Payable	JONES, HIROMI	HATHA YOGA/ROLL STRETCH JUNE 2026	1,230.00
96848	07/09/2026	Reconciled		07/13/2026	Accounts Payable	KI RESEARCH INSTITUTE	AIKIDO JUNE 2026	330.00
96849	07/09/2026	Reconciled		07/23/2026	Accounts Payable	KINSEY, KATHRYNE ANN	BRIDGE MAY - JUNE 2026	669.00
96850	07/09/2026	Reconciled		07/15/2026	Accounts Payable	KNORR SYSTEMS, INC.	ACID + SODIUM HYPO and MAINTENANCE	10,247.77
96851	07/09/2026	Reconciled		07/20/2026	Accounts Payable	LACK, CHRIS	OPEN CERAMICS + INTRO HANDBUILDING JUN 2026	873.30
96852	07/09/2026	Reconciled		07/14/2026	Accounts Payable	LARRIETA SANITATION CONSTRUCTION	REFUND FOR CANCELED PERMIT PW26-0409	2,407.00
96853	07/09/2026	Reconciled		07/15/2026	Accounts Payable	LEHR UPFITTERS OPCO LLC	CAR #31 PROGRAM CHANGE	140.00
96854	07/09/2026	Reconciled		07/15/2026	Accounts Payable	MANQUEROS, MARK, MARCOS	YOUTH TENNIS CAMP 2 JUN 22-26 2026	8,450.00
96855	07/09/2026	Reconciled		07/20/2026	Accounts Payable	MCAVOY, IAN	OFF THE BLOCK STEM SUMMER SESSION #2 2026	7,013.49
96856	07/09/2026	Reconciled		07/15/2026	Accounts Payable	MUNICIPAL POOLING AUTHORITY	EC-Life, LTD/STD, Addl Life 03-26	31,874.10
96857	07/09/2026	Reconciled		07/14/2026	Accounts Payable	NINYO & MOORE	CERRITO VISTA TENNIS COURT APR 2026	1,300.26
96858	07/09/2026	Reconciled		07/14/2026	Accounts Payable	NORTHERN CALIFORNIA SPELMANSLAG	SCANDINAVIAN FOLK DANCING JUN 2026	58.59
96859	07/09/2026	Reconciled		07/17/2026	Accounts Payable	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES FOR PD	216.06
96860	07/09/2026	Reconciled		07/29/2026	Accounts Payable	OLIVERO PLUMBING	REPAIRS AT STA 52	1,478.58
96861	07/09/2026	Reconciled		07/16/2026	Accounts Payable	RAMOS, STEPHANIE, R	ZUMBA JUNE 2026	4,418.55
96862	07/09/2026	Reconciled		07/17/2026	Accounts Payable	RIVERA, NICOLE	WOMEN'S WORKOUT JUN 2026	643.20
96863	07/09/2026	Reconciled		07/15/2026	Accounts Payable	SCHLANGER, APRIL, ADAIR	SUMMER CAMP SESSION #2	6,380.40
96864	07/09/2026	Reconciled		07/13/2026	Accounts Payable	SHAHKAR, MEHRAN	STRENGTH AND BALANCE JUN 2026	1,446.00
96865	07/09/2026	Reconciled		07/15/2026	Accounts Payable	SUNJAMS PRODUCTIONS	ART & CULTURE COMMISSION MINI GRANT AT THE ANNEX 2026	2,000.00
96866	07/09/2026	Reconciled		07/16/2026	Accounts Payable	SUPER SOCCER STARS	YOUTH SOCCER SPRING 2026	3,368.40
96867	07/09/2026	Reconciled		07/14/2026	Accounts Payable	TWO BROTHERS POOL & SPA, INC	CHEMICALS EMERGENCY CALL +JUNE SVCS	4,180.55
96868	07/09/2026	Reconciled		07/16/2026	Accounts Payable	DIVISION OF STATE ARCHITECT	DISABILITY ACCESS & EDU FEE FOR Q2 2026	83.60
96869	07/09/2026	Open			Accounts Payable	WAHRlich, JOHN-TRACY	DRUCKER LEADERSHIP COURSE 5/30/26-6/13/26	750.00
96870	07/09/2026	Reconciled		07/14/2026	Accounts Payable	PROGRESSIVE SOLUTIONS, INC.	OTHER TECHNICAL SVCS LICENSING & MAINT. AGREEMENT 7/1/26-6/30/27	18,306.03
96871	07/09/2026	Reconciled		07/17/2026	Accounts Payable	TYLER TECHNOLOGIES	NEW OWRLD ERP RENEWAL 7/1/26-6/30/27	59,767.32
96872	07/16/2026	Reconciled		07/21/2026	Accounts Payable	CALPERS LONG TERM CARE PROGRAM	PER3 - CALPERS Longterm Care Ins	47.96
96873	07/16/2026	Reconciled		07/23/2026	Accounts Payable	HEALTH CARE DENTAL TRUST	DEN1 - Dental 1*	19,192.95
96874	07/16/2026	Reconciled		07/21/2026	Accounts Payable	IAFF LOCAL 1230	DUE4 - UNION LOCAL 1230	6,006.72
96875	07/16/2026	Reconciled		07/23/2026	Accounts Payable	KAISER FOUNDATION HEALTH PLAN	K1 - Kaiser 1*	287,962.25
96876	07/16/2026	Reconciled		07/23/2026	Accounts Payable	LEGALSHIELD	LEGL - PRE-PAID LEGAL SRVC	124.60
96877	07/16/2026	Reconciled		07/28/2026	Accounts Payable	NATIONWIDE TRUST COMPANY, FSB	FHEA - Fire Health Savings Acct	18,700.00
96878	07/16/2026	Reconciled		07/21/2026	Accounts Payable	SEIU LOCAL 1021	COPE - VOLUNTARY COPE DEDUCTION*	1,972.87
96879	07/16/2026	Reconciled		07/23/2026	Accounts Payable	U.S. BANK - INSTITUTIONAL TRUST - W REGION	PAR - PARS - ARS 457*	8,167.77
96880	07/16/2026	Reconciled		07/21/2026	Accounts Payable	4LEAF, INC.	ARCH/ENGINEERING/SOLAR PLAN REVIEW SVCS JUNE 2026	4,263.40
96881	07/16/2026	Reconciled		07/22/2026	Accounts Payable	A PLUS TREE, LLC	PUBLIC TREE MAINTENANCE SERVICES MAY 2026	6,335.12
96882	07/16/2026	Reconciled		07/29/2026	Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT	E352 ANNUAL SERVICES JUN 2026	31,253.57
96883	07/16/2026	Reconciled		07/23/2026	Accounts Payable	AMAZON CAPITAL SERVICES, INC.	ACADEMY SUPPLIES FOR FD	161.33
96884	07/16/2026	Reconciled		07/23/2026	Accounts Payable	AMERIGAS PROPANE INC	PROPANE FOR FRKLIFTS JUNE 2026	1,450.98
96885	07/16/2026	Reconciled		07/22/2026	Accounts Payable	BAY AREA NEWS GROUP EAST BAY	PUBLIC HEARINGS JUNE 2026	301.92
96886	07/16/2026	Reconciled		07/24/2026	Accounts Payable	CINTAS CORPORATION #054 UNIFORMS	CORP YARD UNIFORMS WEEKLY RENTALS 6/17/26	655.30
96887	07/16/2026	Open			Accounts Payable	COMMUNITY CONSERVATION CENTERS, INC.	MIXED PAPER + PLASTIC RECYCL JUNE 2026	464.52
96888	07/16/2026	Open			Accounts Payable	CONTRA COSTA HEALTH SERVICES	TIPPING WALL INSPECTION, TRAVEL, REPORT MAY 2026	376.00
96889	07/16/2026	Reconciled		07/23/2026	Accounts Payable	CRUMP, ALLISON	SUMMER CAMP SESSION #2	2,819.19
96890	07/16/2026	Reconciled		07/22/2026	Accounts Payable	CSW/STUBER-STROEH ENGINEERING GROUP INC	DEL NORTE TOD 2/1/2025 -12/31/2025	2,648.68
96891	07/16/2026	Reconciled		07/28/2026	Accounts Payable	Dixon Resources Unlimited	PARKING MANAGEMENT ACTION PLAN JUNE 2026	4,257.50
96892	07/16/2026	Reconciled		07/23/2026	Accounts Payable	EBMUD	EBMUD 5/1/26-7/1/26	7,855.02
96893	07/16/2026	Reconciled		07/30/2026	Accounts Payable	FLEET MANAGEMENT HOLDINGS, LLC	R3: CTC EMISSIONS TESTING, CHECK ENGINE LIGHT	11,202.58
96894	07/16/2026	Open			Accounts Payable	GARCIA, DELVIN	FIRE STATION #52 EMERGENCY WATER MAIN LINE REPAIR	3,500.00
96895	07/16/2026	Reconciled		07/21/2026	Accounts Payable	GIL, LETICIA MELODY, ESQUER	SUMMER CAMP SHARKS & SIRENS SESSION #1	1,860.06
96896	07/16/2026	Reconciled		07/22/2026	Accounts Payable	GRAINGER	LIGHT EQUIPMENT FOR CORP YARD	2,289.90
96897	07/16/2026	Open			Accounts Payable	GRAUL, BELINDA	GYMNASTICS JUN 15-18 2026	1,904.00
96898	07/16/2026	Reconciled		07/23/2026	Accounts Payable	Green Halo Systems Inc,	HOSTING & MAINTENANCE + POP SERVICES FEB 2026	855.00
96899	07/16/2026	Reconciled		07/22/2026	Accounts Payable	J & O'S COMMERCIAL TIRE CENTER	TIRE PARTS & SERVICES	2,353.65

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96900	07/16/2026	Reconciled		07/22/2026	Accounts Payable	KEL-AIRE	CASTRO CLUBHOUSE HVAC SVCS ON 4/14/26	779.13
96901	07/16/2026	Reconciled		07/21/2026	Accounts Payable	MICHAEL'S TRANSPORTATION SERVICE , INC	EXPLORERS CAMP FIELDTRIP 6/25/26	1,431.95
96902	07/16/2026	Reconciled		07/21/2026	Accounts Payable	MUNICIPAL POOLING AUTHORITY	UNMET LIABILITY DEDUCTIBLE 6/2026	874.00
96903	07/16/2026	Reconciled		07/22/2026	Accounts Payable	ODYSSEY POWER CORPORATION	REPLACE BATTERY CHARGE UNIT	11,033.62
96904	07/16/2026	Reconciled		07/23/2026	Accounts Payable	PG&E	FUEL FOR CNG PICKUP TRUCK 5/31/26-6/30/26	43.81
96905	07/16/2026	Reconciled		07/20/2026	Accounts Payable	PLAZA AUTO SERVICE INC	M23 TRUCK CHECK FOR OVERHEATING & COOLANT LEAK 6/9/26	1,800.44
96906	07/16/2026	Reconciled		07/22/2026	Accounts Payable	REDWOOD PUBLIC LAW, LLP	COMMUNITY DEVELOP COST RECOVERY (LABOR) 5/18/26-5/31/26	5,518.00
96907	07/16/2026	Reconciled		07/23/2026	Accounts Payable	RICOH USA, INC	OVERAGE OF MPC307 AT 7550 SCHMIDT LANE	69.48
96908	07/16/2026	Reconciled		07/21/2026	Accounts Payable	RUBICON ENTERPRISES INC	LANDSCAPE MAINTENANCE PARKS JUNE 2026	14,276.86
96909	07/16/2026	Reconciled		07/24/2026	Accounts Payable	SINGLE CYLINDER REPAIR INC	LIGHT EQUIPMENT FOR MAINTENANCE DEPT	2,054.31
96910	07/16/2026	Reconciled		07/21/2026	Accounts Payable	ST. FRANCIS ELECTRIC	REPLACE LEANING LIGHT POLE FOR PW MAINT JUN 2026	9,595.00
96911	07/16/2026	Open			Accounts Payable	Technica Auto, Inc.	M23 TRUCK DIAG PARTS & LABOR 6/24/26	986.28
96912	07/16/2026	Reconciled		07/21/2026	Accounts Payable	THE PROFESSIONAL TREE CARE CO.	HNA SHADED FUEL BREAK MAINTENANCE	12,600.00
96913	07/16/2026	Reconciled		07/23/2026	Accounts Payable	THEIS ENGINEERING & ASSOCIATES	RICHMOND ST & DEL NORTE TOD PROJ JUNE 2026	6,780.00
96914	07/16/2026	Reconciled		07/22/2026	Accounts Payable	CROOKS, JASON	FIRE INSPECTOR 2C SERIES 6/28-6/29/26	516.81
96915	07/16/2026	Reconciled		07/21/2026	Accounts Payable	REAMS, CRYSTAL	2026 GFOA ANNUAL CONF TRAVEL REIMB 6/29-7/1/26	1,107.86
96916	07/16/2026	Open			Accounts Payable	BURNHAM, WESTLEY	REIMBURSEMENT FOR UNIFORM 6/15/26	176.46
96917	07/16/2026	Reconciled		07/17/2026	Accounts Payable	LUCKEY, NIKO	REIMBURSEMENT FOR LIVE SCAN 6/12/26	121.00
96918	07/16/2026	Reconciled		07/28/2026	Accounts Payable	CITY OF PINOLE	Video Production for Council Meeting	4,798.00
96919	07/16/2026	Reconciled		07/22/2026	Accounts Payable	CSW/STUBER-STROEH ENGINEERING GROUP INC	Community Center Landscape Plan june 14 2026	5,181.60
96920	07/16/2026	Reconciled		07/24/2026	Accounts Payable	DORIS WALKER, DBA COMP GRAPHIC	Red Flag Day Stickers	129.59
96921	07/16/2026	Reconciled		07/22/2026	Accounts Payable	FRIEDMAN, NORM	Week 1 invoice correction for sports camp 6/15-19/2026	5,325.12
96922	07/16/2026	Reconciled		07/22/2026	Accounts Payable	KAISER PERMANENTE	Pre-employment physicals	327.00
96923	07/16/2026	Reconciled		07/21/2026	Accounts Payable	KENNEDY, GREG, C	June medical review	2,100.00
96924	07/16/2026	Open			Accounts Payable	KREISBERG LAW FIRM	Legal services June 2026	829.50
96925	07/16/2026	Reconciled		07/24/2026	Accounts Payable	SLIM CHANCE CIRCUS	Slim Chance Circus - Recreation Instructin 6/22/26-6/26/26	3,135.00
96926	07/16/2026	Reconciled		07/24/2026	Accounts Payable	STERICYCLE, INC.	Rec Hazardous waste June 2026	225.75
96927	07/16/2026	Reconciled		07/22/2026	Accounts Payable	UNIVERSAL BUILDING SERVICE	LIBRARY CUSTODIAL SUPPLIES FOR MAINT. 6/18/26	6,491.74
96928	07/16/2026	Reconciled		07/27/2026	Accounts Payable	CESMAT, DAVID	Recertification of Paramedic License	250.00
96929	07/16/2026	Reconciled		07/22/2026	Accounts Payable	QUINTO, GABRIEL	Travel reimbursement 6/27-28 San Luis Obisp 5/13-6/10/26 LAFCO	412.97
96930	07/16/2026	Reconciled		07/23/2026	Accounts Payable	CALIFORNIA PRODUCT STEWARDSHIP	2026-2027 CPSC ASSOCIATE FEES	1,000.00
96931	07/16/2026	Reconciled		07/23/2026	Accounts Payable	CHARGEPOINT, INC	CLOUD PLAN FOR SWIM CENTER EV CHARGER 7/1/26-6/30/27	730.00
96932	07/16/2026	Reconciled		07/23/2026	Accounts Payable	GARDA CL WEST, INC.	ARMORED TRANSPORTATION SVCS JULY 2026	362.79
96933	07/16/2026	Reconciled		07/23/2026	Accounts Payable	Green Halo Systems Inc,	HOSTING & MAINTENANCE + POP SVCS JULY 2026	171.00
96934	07/16/2026	Reconciled		07/23/2026	Accounts Payable	KNORR SYSTEMS, INC.	CO2	211.69
96935	07/16/2026	Reconciled		07/28/2026	Accounts Payable	NERD CROSSING	ECONOMIC DEVELOPMENT WEBPAGE 7/2026-6/2027	4,080.00
96936	07/16/2026	Reconciled		07/23/2026	Accounts Payable	RICOH USA, INC	LEASE PAYMENT 7/1/26-7/31/26	1,524.76
96937	07/20/2026	Open			Miscellaneous Billing	K&S Company		276.00
96938	07/23/2026	Reconciled		07/30/2026	Accounts Payable	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES REC	158.34
96939	07/23/2026	Reconciled		07/29/2026	Accounts Payable	4LEAF, INC.	FIRE PLAN REVIEW SERVICES JUN 2026	1,360.00
96940	07/23/2026	Reconciled		07/28/2026	Accounts Payable	AVILA PROJECT MANAGEMENT	2025 ACCESS MODIFICATION - CONSTRUCTION JUN 2026	7,462.50
96941	07/23/2026	Open			Accounts Payable	BALL 2THRIVE BASKETBALL LLC	SUMMER BASKETBALL JUN 2026	630.00
96942	07/23/2026	Reconciled		07/30/2026	Accounts Payable	BAY AREA NEWS GROUP EAST BAY	TREE REMOVAL ADVERTISING JUN 2026	125.46
96943	07/23/2026	Reconciled		07/29/2026	Accounts Payable	BLAISDELL'S BUSINESS PRODUCTS	GENERAL OFFICE SUPPLIES FOR CC	347.74
96944	07/23/2026	Reconciled		07/29/2026	Accounts Payable	BOUNDTREE MEDICAL LLC	MEDICAL SUPPLIES 6/26/26	249.95
96945	07/23/2026	Reconciled		07/30/2026	Accounts Payable	COMCAST	COMCAST BUSINESS INTERNET 5/11/26-6/10/26	4,124.78
96946	07/23/2026	Open			Accounts Payable	CONTRA COSTA HEALTH SERVICES	TIPPING WALL INSPECTION, TRAVEL, REPORT JUN 2026	564.00
96947	07/23/2026	Reconciled		07/29/2026	Accounts Payable	EBMUD	EBMUD 5/4/26-7/2/26	38,577.81
96948	07/23/2026	Reconciled		07/31/2026	Accounts Payable	ERGONOMIC SEATING & PRODUCTS INC.	ERGO ITEMS FOR FINANCE STAFF 5/26/26	123.06
96949	07/23/2026	Reconciled		07/28/2026	Accounts Payable	FOLGERGRAPHICS, INC.	MAGENTIC BINS FOR RECYCL DEPT	1,615.16
96950	07/23/2026	Reconciled		07/29/2026	Accounts Payable	FORENSIC SERVICES DIVISION	EBMUD 5/1/26-5/31/26	5,748.15
96951	07/23/2026	Reconciled		07/28/2026	Accounts Payable	KEL-AIRE	AIR CONDITIONING MAINTENANCE CHECKING UNIT 6/23/26	170.00
96952	07/23/2026	Reconciled		07/30/2026	Accounts Payable	KNORR SYSTEMS, INC.	CHLORINE	3,701.87
96953	07/23/2026	Reconciled		07/29/2026	Accounts Payable	MIGHETTO ELECTRIC	CAMERAS AND INSTALLATION FOR PD	9,835.00
96954	07/23/2026	Open			Accounts Payable	MITCHELL, BONNIE	AQUA ZUMBA MAY AND JUNE 2026	503.70
96955	07/23/2026	Reconciled		07/28/2026	Accounts Payable	MORTON'S URBAN PEST MANAGEMENT	CASTRO CLUBHOUSE PEST CONTROL SVCS JUN 2026	527.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Description	Transaction Amount
96956	07/23/2026	Reconciled		07/28/2026	Accounts Payable	NORGE CLEANERS	DRY CLENAING JUN 2026	400.95
96957	07/23/2026	Reconciled		07/27/2026	Accounts Payable	NGUYEN, GENEVIEVE	UNIFORM ITEMS FOR G.NGUYEN	70.01
96958	07/23/2026	Reconciled		07/29/2026	Accounts Payable	OLIVERO PLUMBING	REPAIR @ STA 52	8,441.24
96959	07/23/2026	Reconciled		07/30/2026	Accounts Payable	REDWOOD PUBLIC LAW, LLP	ADMINISTRATION (LABOR) 5/4/26-5/31/26	51,397.33
96960	07/23/2026	Reconciled		07/29/2026	Accounts Payable	REPUBLIC SERVICES, INC.	CURBSIDE RECYCL PROCESSING JUNE 2026	51,336.20
96961	07/23/2026	Reconciled		07/29/2026	Accounts Payable	RUBICON ENTERPRISES INC	LANDSCAPE MAINTENANCE FACILITIES & OGW JUN 2026	26,388.50
96962	07/23/2026	Reconciled		07/29/2026	Accounts Payable	SHAW HR CONSULTING, INC.	HR CONSULTING SERVICES JUN 2026	1,630.00
96963	07/23/2026	Reconciled		07/28/2026	Accounts Payable	ST. FRANCIS ELECTRIC	TS & SL MAINTENANCE & RESPONSE JUN 2026	5,078.93
96964	07/23/2026	Reconciled		07/30/2026	Accounts Payable	STRATEGIC ECONOMICS	SPASP AFFORDABLE HOUSING 6/1/26-6/30/26	9,069.00
96965	07/23/2026	Reconciled		07/29/2026	Accounts Payable	SWINERTON MANAGEMENT & CONSULTING	Swim Center Competition Pool Project JUN 2026	44,830.50
96966	07/23/2026	Reconciled		07/29/2026	Accounts Payable	Urban37, Inc.	FIRE PLAN REVIEW SERVICES JUN 2026	380.00
96967	07/23/2026	Reconciled		07/29/2026	Accounts Payable	VERMONT SYSTEMS, INC.	VSI CLOUD HOSTING JUN 2026	1,318.40
96968	07/23/2026	Open			Accounts Payable	W-TRANS INC	ENGINEERING & TRAFFIC SURVEY JUN 2026	642.50
96969	07/23/2026	Reconciled		07/28/2026	Accounts Payable	WESTERN STATE DESIGN INC.	WASHER MAINTENANCE REPAIR	867.00
96970	07/23/2026	Reconciled		07/28/2026	Accounts Payable	WESTERN STATES OIL COMPANY	MISCALCULATED TAX FOR MAY DELIVERY INV868089-INV868003	1,075.42
96971	07/23/2026	Reconciled		07/30/2026	Accounts Payable	ZOON ENGINEERING, INC.	2026 SURFACE SEAL PROJECT JUN 2026	436.18
96972	07/23/2026	Reconciled		07/27/2026	Accounts Payable	SHABABO, TRACEY, ELISE	MESSY ART SUMMER CAMP JUN 2026	6,022.50
96973	07/23/2026	Open			Accounts Payable	STROUD, DARREN	REIMBURSEMENT FOR MEDICARE TAX	282.66
96974	07/23/2026	Reconciled		07/28/2026	Accounts Payable	ALLIANT INSURANCE SERVICES, INC	HIGH VALUE VEHICLE RENEWAL PREMIUM 7/1/26-7/1/27	38,279.00
96975	07/23/2026	Reconciled		07/29/2026	Accounts Payable	AMAZON CAPITAL SERVICES, INC.	SUPPLIES FOR RECYCL DEPT	330.95
96976	07/23/2026	Reconciled		07/30/2026	Accounts Payable	AT&T DW HOLDINGS, INC	COPPER LAND IPHONE LINE FOR CITY SVCS 6/12/26-7/11/26	9,769.11
96977	07/23/2026	Reconciled		07/29/2026	Accounts Payable	ATCO PEST CONTROL INC	COMMUNITY CNTR PEST CONTROL SVCS JULY 2026	375.00
96978	07/23/2026	Open			Accounts Payable	BERKHEIMER LABOR RELATIONS, LLC	MOU AND LABOR CONTRACT 3RD QTR 2026	10,750.00
96979	07/23/2026	Open			Accounts Payable	CCCSO LAW ENFORCEMENT TRAINING	TRAINING FOR TRAINING COLLISION INVEST 7/20/26-7/24/26	717.00
96980	07/23/2026	Reconciled		07/30/2026	Accounts Payable	CINTAS CORPORATION #054 UNIFORMS	CORP YARD UNIFORMS WEEKLY RENTALS	430.84
96981	07/23/2026	Reconciled		07/29/2026	Accounts Payable	CIVICPLUS, LLC	SUPPLEMENTATION SUBSCRIPTION 7/1/26-6/30/27	25,671.06
96982	07/23/2026	Reconciled		07/30/2026	Accounts Payable	COMCAST	COMCAST BUSINESS INTERNET 7/11/26-8/10/26	2,004.87
96983	07/23/2026	Reconciled		07/30/2026	Accounts Payable	EAST BAY BLUE PRINT & SUPPLY CO.	HP PLOTTER LEASE JULY 2026	75.49
96984	07/23/2026	Open			Accounts Payable	FUJIWARA, PATRICIA, Y.	POTTERY MATERIALS FOR TASSAJARA STUDIO 7/1/26	187.45
96985	07/23/2026	Open			Accounts Payable	GRAUL, BELINDA	GYMNASTICS JULY 2026	4,627.00
96986	07/23/2026	Reconciled		07/28/2026	Accounts Payable	HAAKER EQUIPMENT COMPANY	VEHICLE SUPPLIES FOR RECYCL	756.45
96987	07/23/2026	Open			Accounts Payable	HONEY BUCKET	CENTRAL PARK SERVICE 6/23/26-7/20/26	251.05
96988	07/23/2026	Reconciled		07/30/2026	Accounts Payable	KNORR SYSTEMS, INC.	SODIUM HYPO 7/1/26	1,815.28
96989	07/23/2026	Reconciled		07/29/2026	Accounts Payable	MANQUEROS, MARK, MARCOS	YOUTH TENNIS CLASSES JULY 2026	5,227.04
96990	07/23/2026	Reconciled		07/29/2026	Accounts Payable	MCAVOY, IAN	OFF THE BLOCK STEM SUMMER SESSION #3 2026	7,405.20
96991	07/23/2026	Reconciled		07/28/2026	Accounts Payable	MICHAEL'S TRANSPORTATION SERVICE , INC	EXPLORES CAMP FIELDTRIP JULY 2026	1,241.00
96992	07/23/2026	Reconciled		07/28/2026	Accounts Payable	MUNICIPAL POOLING AUTHORITY	MPA ANNUAL PREMIUM FY26-27	3,825,756.69
96993	07/23/2026	Open			Accounts Payable	NORTHERN LIGHTS	STAGE RENTAL REMAINING BALANCE	500.00
96994	07/23/2026	Reconciled		07/29/2026	Accounts Payable	OLIVERO PLUMBING	CERRITO VISTA PARK ROD SEWER LINES ON 7/2/26	290.00
96995	07/23/2026	Reconciled		07/29/2026	Accounts Payable	RINGCENTRAL, INC.	VOLP PHONE SERVICE FOR CITY STAFFS 7/14/26-8/13/26	2,262.94
96996	07/23/2026	Reconciled		07/29/2026	Accounts Payable	SCHLANGER, APRIL, ADAIR	TROLLS & HAPPY MONSTERS SUMMER CAMP 7/2/26	3,739.50
96997	07/23/2026	Reconciled		07/31/2026	Accounts Payable	SLIM CHANCE CIRCUS	CIRCUS CAMP SESSION #3 6/29/26-7/2/26	2,376.00
96998	07/23/2026	Reconciled		07/28/2026	Accounts Payable	SSD ALARM	ARLINGTON CLUBHOUSE ALARM SVCS AUG 2026	1,172.26
96999	07/23/2026	Reconciled		07/27/2026	Accounts Payable	SHABABO, TRACEY, ELISE	WK 4 TEXTILE ARTS SUMMER CAMP 7/6-7/10	5,659.50
97000	07/30/2026	Open			Accounts Payable	AMAZON CAPITAL SERVICES, INC.	REPAIR AT STA 52 SCREEN WINDOW	120.70
97001	07/30/2026	Open			Accounts Payable	ARMOUR PETROLEUM SERVICE & EQUIPMENT CORP	UST VISUAL INSPECTION ON 7/6/26	1,655.80
97002	07/30/2026	Open			Accounts Payable	BAY CITIES PYROTECTOR, INC	FIRE EXHAGUSHES SERVICES 7/8/26	592.73
97003	07/30/2026	Open			Accounts Payable	BIKE EAST BAY	BIKE VAKET PARKING RACK RENTAL	425.00
97004	07/30/2026	Open			Accounts Payable	BLUECOSMO	SATELLITE PHONES JUL 2026	154.50
97005	07/30/2026	Open			Accounts Payable	BPX PRINTING & GRAPHICS	PRINTING AND BINDING	366.06
97006	07/30/2026	Open			Accounts Payable	COLLER INDUSTRIES INC	LOCKER NAME PLATE	18.42
97007	07/30/2026	Open			Accounts Payable	COMMUNITY VIOLENCE SOLUTIONS	CIC INTERVIEW FY 26-27 EXPENSES	1,121.34
97008	07/30/2026	Open			Accounts Payable	CONTRA COSTA COUNTY	LAFCO NET COST APPNT. FY 2026-27	8,288.65
97009	07/30/2026	Open			Accounts Payable	CRIME SCENE CLEANERS, INC.	BIOHAZARD REMOVAL PD	640.00
97010	07/30/2026	Open			Accounts Payable	DOCUSIGN, INC.	FY 2027 DOCUSIGN ENVELOPES RENEWAL 06/2026-6/2027	22,701.00
97011	07/30/2026	Open			Accounts Payable	DUNNIGAN PSYCHOLOGICAL & THREAT ASSESSMENTS	PSYCH EVAL 7/14/26	1,000.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Description	Transaction Amount
97012	07/30/2026	Open			Accounts Payable	FOLGERGRAPHICS, INC.	FALL/WINTER RECGUIDE & POSTAGE	12,197.90
97013	07/30/2026	Open			Accounts Payable	FRIEDMAN, NORM	SPORTS CAMP SESSION #3 6/29/26-7/2/26	28,927.14
97014	07/30/2026	Open			Accounts Payable	GILMAN PRESS	BUSINESS CARDS	149.51
97015	07/30/2026	Open			Accounts Payable	J & O'S COMMERCIAL TIRE CENTER	FD TRUCK TIRES #22	8,600.04
97016	07/30/2026	Open			Accounts Payable	KEL-AIRE	HVAC	1,232.45
97017	07/30/2026	Open			Accounts Payable	KNORR SYSTEMS, INC.	SODIUM HYPO 7/8/26	2,097.99
97018	07/30/2026	Open			Accounts Payable	L.N. CURTIS & SONS	UNIFORM FOR FIRE STAFF R.H-NIELSEN	384.06
97019	07/30/2026	Open			Accounts Payable	LEHR UPFITTERS OPCO LLC	VEHICLE REPAIR FOR PD	467.41
97020	07/30/2026	Open			Accounts Payable	LEXIPOL LLC	ANNUAL LEFTA SHIELD SUITE SUBSCRIPTION 7/1/26-6/30/27	7,597.21
97021	07/30/2026	Open			Accounts Payable	MANQUEROS, MARK, MARCOS	YOUTH TENNIS CLASSES SESSION #4 JULY 6-10 2026	10,702.02
97022	07/30/2026	Open			Accounts Payable	MCAVOY, IAN	OFF THE BLOCK STEM SUMMER 2026	8,331.75
97023	07/30/2026	Open			Accounts Payable	MUNICIPAL POOLING AUTHORITY	EAP 7/26-9/26	16,118.93
97024	07/30/2026	Open			Accounts Payable	PREMIER GRAPHICS	WINDOWS ENVELOPES FOR CH STAFF	501.64
97025	07/30/2026	Open			Accounts Payable	PUBLIC SAFETY FAMILY COUNSELING GROUP, INC.	ANNUAL SERVICE CONTRACT 7/1/26-6/30/27	6,000.00
97026	07/30/2026	Open			Accounts Payable	SCHLANGER, APRIL. ADAIR	EXPERIMENTATION NATION 7/13/26-7/17/26	2,595.00
97027	07/30/2026	Open			Accounts Payable	SEPE, RANDOLPH, NEAL	APPRECIATE ROCK & CLASSICAL JULY 2026	297.00
97028	07/30/2026	Open			Accounts Payable	SEWER WORKS, INC	REFUND FOR ENCROACHMENT PERMIT FEE & BOND FFES	1,251.00
97029	07/30/2026	Open			Accounts Payable	SHABABO, TRACEY, ELISE	TEXTILE ARTS SUMMER CAMP 7/13-7/17	6,072.00
97030	07/30/2026	Open			Accounts Payable	SONOMA COUNTY FAMILY YMCA	2026 CAMP RAVENCLIFF PASS-THROUGH PAYMENTS	65,896.20
97031	07/30/2026	Open			Accounts Payable	SSD ALARM	COMMUNITY CENTER BURGLAR FIRE ALARM AUG 2026	221.25
97032	07/30/2026	Open			Accounts Payable	STERICYCLE, INC.	MEDICAL WASTE JULY 2026 FOR FIRE	1,077.42
97033	07/30/2026	Open			Accounts Payable	WALNUT CREEK FORD INC	VEHICLE REPAIR	851.94
97034	07/30/2026	Open			Accounts Payable	MERCADO, LAUREN	RESTROOM KEY REFUND	24.00
97035	07/30/2026	Open			Accounts Payable	MUSCARDIN, EVITA	REFUND FOR APPLICATION PL26-0047	1,292.00
97036	07/30/2026	Open			Accounts Payable	MARTIEN, JULIA	REFUND FOR ICE CREAM PURCHASE FOR JR. REC PROGRAM	36.11
97037	07/30/2026	Open			Accounts Payable	CALPERS LONG TERM CARE PROGRAM	PER3 - CALPERS Longterm Care Ins	47.96
97038	07/30/2026	Open			Accounts Payable	EL CERRITO FIRE DEPT MGMT GRP	MG1 - FIRE DEPT MGMT GROUP	50.00
97039	07/30/2026	Open			Accounts Payable	EL CERRITO PUBLIC SFTY EE MGMT	MG2 - SAFETY EMPLOYEE MGMT GROUP	436.00
97040	07/30/2026	Open			Accounts Payable	FIRE ASSOCIATION	DUE2 - FIRE ASSN DUES CK	675.00
97041	07/30/2026	Open			Accounts Payable	LIFE INSURANCE OF NORTH AMERICA	ACCD - Accidental Death & Dismembermt	52.50
97042	07/30/2026	Open			Accounts Payable	POLICE ASSN.	DUE1 - POLICE ASSN DUES	3,904.24
97043	07/30/2026	Open			Accounts Payable	PRO FIREFIGHTERS ASSN DUES	DUE3 - EC PRO FIREFIGHTERS DUES	290.00
97044	07/30/2026	Open			Accounts Payable	SEIU LOCAL 1021	COPE - VOLUNTARY COPE DEDUCTION*	1,945.81
97045	07/30/2026	Open			Accounts Payable	U.S. BANK - INSTITUTIONAL TRUST - W REGION	PAR - PARS - ARS 457*	8,338.95
97046	07/30/2026	Open			Accounts Payable	BEACON HOME CARE	RESPIRE PROGRAM JUN 2026	630.00
97047	07/30/2026	Open			Accounts Payable	CARLONE, TEO	HNA FIRE SAFETY VEGETATION	25,000.00
97048	07/30/2026	Open			Accounts Payable	COOPERATIVE PERSONNEL SERVICES	RECRUITING 5/31/26-6/30/26	35.00
97049	07/30/2026	Open			Accounts Payable	DATA TICKET, INC.	BUILDING & SAFETY JUN 2026	406.08
97050	07/30/2026	Open			Accounts Payable	EAST BAY SANITARY CO. INC.	HAULET HERO ROUTE SOFTWARE APR-JUN 2026	3,000.00
97051	07/30/2026	Open			Accounts Payable	EHSD-CC SENIOR NUTRITION	CAFE COSTA CONTRIBUTION REIMBURSEMENT JUN 2026	575.27
97052	07/30/2026	Open			Accounts Payable	GHILOTTI BROS, INC	DEL NORTE TOD COMPLETE STREETS IMPROV 4/21/26-6/20/26	206,519.35
97053	07/30/2026	Open			Accounts Payable	KEL-AIRE	MAINTENANCE PROBLEM SYSTEM 6/16/26	489.94
97054	07/30/2026	Open			Accounts Payable	KENNEDY AND ASSOCIATES	MRP 3.0 COMPLIANCE CONSULTING	596.48
97055	07/30/2026	Open			Accounts Payable	KEYSER MARSTON ASSOCIATES, INC	AFFORDABLE HOUSING JUN 2026	336.25
97056	07/30/2026	Open			Accounts Payable	L.N. CURTIS & SONS	UNIFORM ITEMS	12,078.99
97057	07/30/2026	Open			Accounts Payable	NINYO & MOORE	CERRITO VISTA TENNIS COURT MAR 2026	3,900.00
97058	07/30/2026	Open			Accounts Payable	PAYMENTUS CORPORATION	CREDIT CARD PROCESSING FEES JUN 2026	2,422.95
97059	07/30/2026	Open			Accounts Payable	R3 CONSULTING GROUP	FRANCHISE FEE STUDY MAR 2026	5,000.00
97060	07/30/2026	Open			Accounts Payable	RUBICON ENTERPRISES INC	IRRIGATION REPAIRS PROP 4033	4,042.94
97061	07/30/2026	Open			Accounts Payable	RUIZ, JOE	XFIT BOOT CAMP JUNE 2026	5,846.66
97062	07/30/2026	Open			Accounts Payable	TRB AND ASSOCIATES, INC.	ARCH/ENGINEERING PLAN REVIEW SERVICES JUN 2026	12,060.30
97063	07/30/2026	Open			Accounts Payable	UNIVERSAL BUILDING SERVICE	PARK SUPPLIES 6/17/26	1,631.40
97064	07/30/2026	Open			Accounts Payable	Urban37, Inc.	PROFESSIONAL SERVICES - STAFFING JUN 2026	15,778.00
97065	07/30/2026	Open			Accounts Payable	CALIFORNIA BUILDING STANDARDS COMMISSION	CBSC FEES FY26 Q4	576.91
97066	07/30/2026	Open			Accounts Payable	CALIFORNIA DEPARTMENT OF CONSERVATION	SMIP FEES FY26 Q4	1,661.60
97067	07/30/2026	Open			Accounts Payable	BOUNTREE MEDICAL LLC	MEDICAL SUPPLIES	720.26

City of El Cerrito
Payment Register
From Payment Date: 7/1/2026 - To Payment Date: 7/31/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Description	Transaction Amount
97068	07/30/2026	Open			Accounts Payable	DAVIS, JAYDEN	4TH OF JULY PRODUCTION SUPPORT 2026	704.00
Type Check Totals:					335 Transactions			\$ 6,126,584.97
EFT								
3817	07/10/2026	Open			Accounts Payable	California State Disbursement Unit	Payroll Deduction	\$ 2,486.30
3818	07/10/2026	Open			Accounts Payable	EDD - PAYROLL TAX DEPOSIT	CA - CA Tax	56,248.66
3819	07/10/2026	Open			Accounts Payable	IRS	FED - Fed Tax*	222,488.22
3820	07/10/2026	Open			Accounts Payable	MissionSquare (name chg 03-2021 formerly ICMA)	ICM1 - ICMA-457 #300530 FLAT DOLLAR*	74,036.60
3821	07/10/2026	Open			Accounts Payable	P E R S	PE1% - PERS SEIU*	237,776.65
3822	07/24/2026	Open			Accounts Payable	California State Disbursement Unit	Payroll Deduction	2,486.30
3823	07/24/2026	Open			Accounts Payable	EDD - PAYROLL TAX DEPOSIT	CA - CA Tax	47,868.81
3824	07/24/2026	Open			Accounts Payable	IRS	FED - Fed Tax*	198,735.25
3825	07/24/2026	Open			Accounts Payable	MissionSquare (name chg 03-2021 formerly ICMA)	ICM1 - ICMA-457 #300530 FLAT DOLLAR*	74,438.00
3826	07/24/2026	Open			Accounts Payable	P E R S	PE1% - PERS SEIU*	227,847.56
3827	07/31/2026	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JUN2026	733.13
3828	07/31/2026	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JUN2026	78.17
3829	07/31/2026	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JUN2026	442.60
3830	07/31/2026	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JUN2026	209.08
3831	07/31/2026	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JUN2026	309.52
3832	07/31/2026	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JUN2026	38.38
3833	07/31/2026	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JUN2026	38.37
3834	07/31/2026	Open			Accounts Payable	FIRST DATA MERCHANT SERVICES INC	MERCHANT FEE EXPENSE - JUN2026	38.40
3835	07/31/2026	Open			Accounts Payable	AMEX/AMERICAN EXPRESS	MERCHANT FEE EXPENSE - JUN2026	67.78
3836	07/31/2026	Open			Accounts Payable	CLOVER	MERCHANT FEE EXPENSE - JUN2026	23.90
3837	07/31/2026	Open			Accounts Payable	AUTHORIZE.NET	MERCHANT FEE EXPENSE - JUN2026	33.00
3838	07/31/2026	Open			Accounts Payable	AUTHORIZE.NET	MERCHANT FEE EXPENSE - JUN2026	20.00
3839	07/31/2026	Open			Accounts Payable	CARDCONNECT	MERCHANT FEE EXPENSE - JUN2026	23,194.45
3840	07/31/2026	Open			Accounts Payable	CARDCONNECT	MERCHANT FEE EXPENSE - JUN2026	4,149.09
3841	07/31/2026	Open			Accounts Payable	CARDCONNECT	MERCHANT FEE EXPENSE - JUN2026	7,929.84
3842	07/31/2026	Open			Accounts Payable	MECHANICS BANK	MERCHANT FEE EXPENSE - JUN2026	456.01
3843	07/28/2026	Open			Accounts Payable	PG&E	PG&E 06/06/2026 - 07/06/2026	56.25
3844	07/21/2026	Open			Accounts Payable	PG&E	PG&E 06/02/2026 - 07/01/2026	25,424.63
3845	07/28/2026	Open			Accounts Payable	PG&E	PG&E 06/06/2026 - 07/06/2026	60.63
3846	07/21/2026	Open			Accounts Payable	PG&E	PG&E 06/01/2026 - 06/30/2026	34,772.94
3847	07/22/2026	Open			Accounts Payable	CALIFORNIA DEPT OF TAX & FEE ADMIN (CDTFA)	REC DEPT SALES & USE TAX Q2 2026	288.00
3848	07/27/2026	Open			Accounts Payable	STRYKER CORPORATION	STRYKER EQUIPMENT/ SVC LEASE AGRMNT JULY 2026	6,308.59
3849	07/27/2026	Open			Accounts Payable	SUTTER HEALTH PLUS	SUTTER HEALTH PLAN - AUG 2026 PAYMENT	34,560.10
3850	07/28/2026	Open			Accounts Payable	U.S. BANK - CORPORATE PAYMENT SYS	CALCARD JUL 2026 PAYMENT	78,689.25
3851	07/03/2026	Open			Accounts Payable	U.S. BANK	2017 COP BONDS JULY 2026 PAYMENT	104,022.73
3854	07/28/2026	Open			Accounts Payable	CalPERS (CA Public Employees' Retirement System)	100000018341592 and 100000018341580	8,449,219.00
3855	07/31/2026	Open			Accounts Payable	EDD - CA Employment Development Dept	EDD UI BENEFIT CHARGE 4/1/26-6/30/26	482.00
Type EFT Totals:					37 Transactions			\$ 9,916,058.19

Accounts Payable	Status	Count	Transaction Amount
	Open	133	\$ 10,495,773.38
	Reconciled	238	5,546,165.78
	Voided	1	704.00
	Stopped	0	-
	Total	372	\$ 16,042,643.16

Payroll	Status	Count	Transaction Amount
	Open	736	\$ 1,429,454.46
	Reconciled	0	-
	Voided	0	-
	Stopped	0	-
	Total	736	\$ 1,429,454.46

From Payment Date: 7/1/2026 - To Payment Date: 7/31/2026

<u>Grand Totals</u>	Status	Count	Transaction Amount
	Open	869	\$ 11,925,227.84
	Reconciled	238	5,546,165.78
	Voided	1	704.00
	Stopped	0	-
	Total	1108	\$ 17,472,097.62



AGENDA BILL

Agenda Item No. 6.C.

Date: August 18, 2026
To: El Cerrito City Council
From: Christina Leard, Acting Senior Management Analyst and Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Subject: Amendment to the Joint Exercise of Powers Agreement forming the West Contra Costa Integrated Waste Management Authority

ACTION PROPOSED

Adopt a resolution approving the First Amendment to the Fifth Amended and Restated Joint Exercise of Powers Agreement for the West Contra Costa Integrated Waste Management Authority, to which the City of El Cerrito is a party, and authorizing the Mayor to execute the Amendment to change the Fiscal Year from July 1 through June 30 to January 1 through December 31, commencing January 1, 2027.

BACKGROUND

The City is a member of the West Contra Costa Integrated Waste Management Authority (Authority), a joint powers authority formed by the cities of El Cerrito, Hercules, Pinole, Richmond and San Pablo (Member Agencies) in 1991 and commonly known as RecycleMore. Contra Costa County is also a participant in the Authority but is not a voting member. The Authority is responsible for ensuring that its members and most unincorporated areas of West Contra Costa County are in compliance with the California Integrated Waste Management Act (Act, also known as AB 939), as well as subsequent related laws and regulations regarding the collection and processing of waste in West Contra Costa County. In addition, the Authority is responsible for managing regional household hazardous waste (HHW) collection programs and other outreach and education to residents, businesses, schools, and community groups.

The governing document for the operation of the Authority is the Joint Exercise of Powers Agreement (JEPA). The Member Agencies entered into the original agreement to meet the Act's recycling requirements and develop an Integrated Resource Recovery Facility (IRRF). The JEPA was amended in 1993, 1995, 2011 and most recently in 2019. The JEPA provides that any amendments to the JEPA first requires approval of a Resolution by the Authority Board of Directors and then unanimous agreement from the governing body of each Member Agency.

Section 1.17 of the JEPA defines the Authority's Fiscal Year (FY) as July 1 through June 30, and Section 8.8 requires the Authority Board of Directors to adopt a fiscal year budget by June 30. The proposed budget is typically presented to the Board of Directors for review and consideration at the May Board meeting, prior to consideration for approval at the June Board meeting. However, the rate setting process under the Post-Collection Agreement (PCA) is on a calendar year schedule.

The Authority Board of Directors adopted the Authority's FY 2026-2027 operating budget on June 11, 2026, pursuant to the approval of Resolution No. 26-14. In addition, the Board also adopted Resolution No. 26-12 on June 11, 2026, approving the JEPA amendment and directing the Executive Director to ask the Member Agencies to consider executing the amendment to change the fiscal year.

ANALYSIS

Changing the Authority's fiscal year would eliminate issues associated with having the approval of the Authority Budget and the Post-Collection Agreement (PCA) rates on different schedules. Since the Authority fiscal year commences on July 1 each year, the JEPA requires the Authority Board to pass its annual budget prior to June 30 annually. However, adopting a budget in June makes it difficult to assess the rate impact for the following year, since the rates associated with the PCA are not calculated and approved until the October through December timeframe and then become effective on January 1.

The Authority's budget is funded by ratepayer fees tied to the volume of solid waste, compost, and recycling collected by its Member Agencies haulers and delivered to the PCA contractor, Republic Services, for processing and disposal. Those fees cover the Authority's budget, its Household Hazardous Waste Program, the PCA contractor's expense, and regulatory fees.

The Authority approving a budget in June, when the primary revenue source (PCA rates) is not increased until January 1, can inherently result in a deficit in necessary revenue for the July 1 through December 31 period. Because rates are not adjusted until January 1, the rates funding the budget are aligned for only six months of each fiscal year.

Rate revenue is also variable, since it depends on tons delivered to the PCA contractor (i.e., fewer tons results in less revenue). This potential disparity can increase the July to December deficit. For the fiscal year ending on June 30, 2026, the Authority experienced a budget deficit of approximately \$173,000 as a result of the difference between the adopted budget and projected year-end revenue.

City staff is requesting the City Council authorize the Mayor to execute the amendment to change the Authority's fiscal year from July 1 through June 30, to January 1 through December 31, commencing January 1, 2027. This change will require simple revisions to the JEPA that must be approved by the governing body of each Member Agency in order for the change to become effective. If all the Authority's Member Agencies approve the revision before October 2026, Authority staff will notify its Board of the change to the fiscal year and present a restated budget for the new Fiscal Year 2027 (January 1 – December 31, 2027) that will align the budget decision making with the 2027 rate setting cycle.

A summary of the key rationale to change to the Authority's fiscal year includes the following:

1. Provide the Authority Board the opportunity to understand the estimated rate impact of the Authority's operating budget during the rate setting process.
2. Provide the Authority Board the opportunity to understand all components of the Authority's post-collection rate (PCA expense, HHW Program expense, regulatory fees, and Authority operating budget) when reviewing and considering the budget.
3. Provide Authority staff the opportunity to propose a budget that includes a revenue projection based on the best available information and is tied to the actual rates charged to ratepayers for the full subsequent calendar year.

Redline Revisions to JEPA Sections

The amendment to the JEPA required to change the Authority's FY is limited to revising sections 1.7 and 8.8. Below provides the proposed redline revisions to these sections, and the final language is included in Exhibit A to the Resolution (First Amendment):

1.17 Fiscal Year. For the period through December 31, 2026, "Fiscal Year" means the period commencing on each July 1 and ending on the following June 30. Beginning January 1, 2027, "Fiscal Year" means the period commencing on January 1 and ending on December 31 of each year.

8.8 Budget. A general budget for the Authority's operations shall be adopted by the Board ~~for the ensuing Fiscal Year~~ prior to June 30 for of each Fiscal Year year that begins on July 1 and prior to November 30 for each Fiscal Year that begins January 1 of the subsequent year. The budget adopted for the period from January 1, 2027 to December 31, 2027 shall supersede the budget covering the period from July 1, 2026 to June 30, 2027. The budget shall include sufficient detail to constitute an operating guideline, the anticipated sources of funds, and the anticipated expenditures to be made for the operations of the Authority including HHW Programs. Approval of the budget by the Board shall constitute authority for the Executive Director to expend funds for the purposes outlined in the approved budget, subject to the availability of funds on hand.

STRATEGIC PLAN CONSIDERATIONS

This action supports the [City's Strategic Plan Goal\(s\)](#) of:

- *High Performing Organization; and*
- *Environmental Sustainability.*

ENVIRONMENTAL CONSIDERATIONS

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

FINANCIAL CONSIDERATIONS

There is no fiscal impact associated with the recommendation.

LEGAL CONSIDERATIONS

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

Reviewed by:

A handwritten signature in blue ink, appearing to read "Karen Pinkos", is written over a faint, light blue rectangular background.

Karen Pinkos, City Manager

Attachments:

1. Resolution
2. Exhibit A to Resolution
3. Authority Board Resolution

RESOLUTION 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO APPROVING THE FIRST AMENDMENT TO THE FIFTH AMENDMENT AND RESTATEMENT OF THE JOINT EXERCISE OF POWERS AGREEMENT TO CHANGE THE AUTHORITY FISCAL YEAR TO JANUARY THROUGH DECEMBER COMMENCING JANUARY 1, 2027

WHEREAS, the City of El Cerrito is a member of the West Contra Costa Integrated Waste Management Authority (“Authority”), which is a joint powers authority formed under California law to provide regulatory oversight of the disposal and recycling processing of solid waste and household hazardous waste (HHW) collected from the cities of El Cerrito, Hercules, Pinole, Richmond, San Pablo and portions of the unincorporated County of Contra Costa; and

WHEREAS, the Joint Exercise of Powers Agreement (JEPA) was executed by the City and the other member agencies in 1991 to form the Authority, and was subsequently amended by the City and the other member agencies in 1991, 1993, 1995, 2011 and 2019; and

WHEREAS, Section 1.17 of the JEPA defines “Fiscal Year” to mean the period commencing July 1 and ending on the following June 30; and

WHEREAS, Section 8.8 of the JEPA requires a general budget for the Authority’s operations to be adopted by its Board of Directors for the ensuing Fiscal Year prior to June 30 of each year; and

WHEREAS, the Authority establishes and approves the post-collection rates to be charged to the City’s ratepayers for materials delivered to its contractor for post-collection processing and disposal annually in November; and

WHEREAS, on June 11, 2026, the Authority Board of Directors adopted Resolution No. 26-12 approving the JEPA amendment and directing the Executive Director to ask the Authority’s member agencies to consider approving a resolution to change the Authority’s Fiscal Year from July 1 through June 30 to January 1 through December 31, commencing January 1, 2027; and

WHEREAS, any changes to the JEPA first require approval by the Authority Board of Directors and then approval from all of the Authority’s member agencies in order for the change to become effective.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of El Cerrito that it hereby approves the First Amendment to the Fifth Amendment and Restatement Joint Exercise of Powers Agreement (JEPA) and the Mayor is authorized to execute this First Amendment to the JEPA (Exhibit A) on behalf of the City.

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

I CERTIFY that at a regular meeting on August 18, 2026 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

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

Holly M. Charl  ty, City Clerk

APPROVED:

Gabe Quinto, Mayor

**FIRST AMENDMENT TO THE
FIFTH AMENDMENT AND RESTATEMENT JOINT EXERCISE OF POWERS
AGREEMENT OF THE WEST CONTRA COSTA INTEGRATED WASTE
MANAGEMENT AUTHORITY**

THIS FIRST AMENDMENT (the “Amendment”) is entered into as of _____, 2026, and is by and among the CITY OF EL CERRITO (“El Cerrito”), a municipal corporation and charter city, the CITY OF HERCULES, a municipal corporation, the CITY OF PINOLE, a municipal corporation, the CITY OF RICHMOND, a municipal corporation and charter city, and the CITY OF SAN PABLO, a municipal corporation hereinafter referred to individually as “Member” and collectively as “Members.” This Amendment amends the *Fifth Amendment and Restatement Joint Exercise of Powers Agreement of the West Contra Costa Integrated Waste Management Authority*, dated November 20, 2019 (the “Agreement”).

RECITALS

A. The Agreement provides that the Authority must adopt a budget for the period from July 1 to June 30 of the following year, referred to as the “Fiscal Year.”

B. To better align the Authority’s budget with the annual rate setting process under the Post-Collection Agreement pursuant to which the Authority receives its operating revenue, the Board of Directors desires to operate on a calendar-year basis.

C. The Members desire to amend the JEPA to authorize Authority to adopt a calendar-year based budget for the budget year beginning on January 1, 2027.

AGREEMENT

Section 1. Section 1.17 of the Agreement is amended to read as follows:

1.17. Fiscal Year. For the period through December 31, 2026, “Fiscal Year” means the period commencing on each July 1 and ending on the following June 30. Beginning January 1, 2027, “Fiscal Year” means the period commencing on January 1 and ending on December 31 of each year.

Section 2. Section 8.8 of the Agreement is amended to read as follows:

8.8. Budget. A general budget for the Authority’s operations shall be adopted by the Board prior to June 30 for each Fiscal Year that begins on July 1 and prior to November 30 for each Fiscal Year that begins January 1 of the subsequent year. The budget adopted for the period from January 1, 2027 to December 31, 2027 shall supersede the budget covering the period from July 1, 2026 to June 30, 2027. The budget shall include sufficient detail to constitute an operating guideline, the anticipated sources of funds, and the anticipated expenditures to be made for the operations of the Authority including HHW Programs. Approval of the budget by the Board shall constitute authority for the Executive

First Amendment JEPA dated November 20, 2019

Director to expend funds for the purposes outlined in the approved budget, subject to the availability of funds on hand.

Section 3. All other provisions of the Agreement remain unchanged and in full force and effect.

CITY OF EL CERRITO

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

CITY OF HERCULES

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

CITY OF PINOLE

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

CITY OF RICHMOND

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

[SIGNATURES CONTINUED ON THE NEXT PAGE]

CITY OF SAN PABLO

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO. 26-12

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY
APPROVING THE FIRST AMENDMENT TO THE FIFTH AMENDMENT AND
RESTATEMENT OF THE JOINT EXERCISE OF POWERS AGREEMENT**

WHEREAS, the West Contra Costa Integrated Waste Management Authority (“Authority”) is a joint powers authority formed under California law to provide regulatory oversight of the disposal and recycling processing of solid waste and household hazardous waste (HHW) collected from the Cities of El Cerrito, Hercules, Pinole, Richmond, San Pablo and portions of the unincorporated County of Contra Costa; and

WHEREAS, the Joint Exercise of Powers Agreement (JEPA) was executed in 1991 to form the Authority, and was subsequently amended in 1991, 1993, 1995, 2011 and 2019; and

WHEREAS, Section 1.17 of the JEPA defines “Fiscal Year” to mean the period commencing July 1 and ending on the following June 30; and

WHEREAS, Section 8.8 of the JEPA requires a general budget for the Authority’s operations to be adopted by the Board for the ensuing Fiscal Year prior to June 30 of each year; and

WHEREAS, the Authority establishes and approves the rates to be charged at the Approved Facilities for the start of each calendar year; and

WHEREAS, Staff presented rationale for the Board’s consideration to change the Authority’s Fiscal Year from July 1 – June 30 to January 1 – December 31 at the Board meetings on May 14, 2026 and June 11, 2026; and

WHEREAS, the six-month lag between setting the Authority budget and setting the PCA rates can be addressed by amending the JEPA definition of “Fiscal Year” in Section 1.17 to mean the period commencing January 1 and ending on December 31, and amending Section 8.8 to require the general budget for the Authority’s operations to be adopted by the Board by November 30 for the ensuing Fiscal Year beginning on January 1.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the West Contra Costa Integrated Waste Management Authority that:

The First Amendment to the Fifth Amendment and Restatement Joint Exercise of Powers Agreement (JEPA) is hereby approved and staff is directed to ask the Member Agencies to execute this First Amendment to the JEPA (Exhibit A).

ATTEST

CHAIR OF THE BOARD

Viviane Vidal 6/22/26

Viviane Vidal, Board Secretary Date

Rita C. Xavier June 23, 2026

Rita Xavier, Board Chair Date

Attachment: Exhibit A - First Amendment to the Fifth Amendment and Restatement Joint Exercise of Powers Agreement

I hereby certify that the foregoing Resolution was adopted by the Board of Directors of the West Contra Costa Integrated Waste Management Authority at a regularly scheduled meeting on June 11, 2026, by the following vote:

AYES: Directors: Zepeda, Xavier, Robinson, Murphy, Bhattarai, Kstanes, Brown

NOES: Directors: _____

ABSTAIN: Directors: _____

ABSENT: Directors: _____

Viviane Vidal

Viviane Vidal, Board Secretary

EXHIBIT A

First Amendment
to the
Fifth Amendment and Restatement
Joint Exercise of Powers Agreement

**FIRST AMENDMENT TO THE
FIFTH AMENDMENT AND RESTATEMENT JOINT EXERCISE OF POWERS
AGREEMENT OF THE WEST CONTRA COSTA INTEGRATED WASTE
MANAGEMENT AUTHORITY**

THIS FIRST AMENDMENT (the “Amendment”) is entered into as of _____, 2026, and is by and among the CITY OF EL CERRITO (“El Cerrito”), a municipal corporation and charter city, the CITY OF HERCULES, a municipal corporation, the CITY OF PINOLE, a municipal corporation, the CITY OF RICHMOND, a municipal corporation and charter city, and the CITY OF SAN PABLO, a municipal corporation hereinafter referred to individually as “Member” and collectively as “Members.” This Amendment amends the *Fifth Amendment and Restatement Joint Exercise of Powers Agreement of the West Contra Costa Integrated Waste Management Authority*, dated November 20, 2019 (the “Agreement”).

RECITALS

A. The Agreement provides that the Authority must adopt a budget for the period from July 1 to June 30 of the following year, referred to as the “Fiscal Year.”

B. To better align the Authority’s budget with the annual rate setting process under the Post-Collection Agreement pursuant to which the Authority receives its operating revenue, the Board of Directors desires to operate on a calendar-year basis.

C. The Members desire to amend the JEPA to authorize Authority to adopt a calendar-year based budget for the budget year beginning on January 1, 2027.

AGREEMENT

Section 1. Section 1.17 of the Agreement is amended to read as follows:

1.17. Fiscal Year. For the period through December 31, 2026, “Fiscal Year” means the period commencing on each July 1 and ending on the following June 30. Beginning January 1, 2027, “Fiscal Year” means the period commencing on January 1 and ending on December 31 of each year.

Section 2. Section 8.8 of the Agreement is amended to read as follows:

8.8. Budget. A general budget for the Authority’s operations shall be adopted by the Board prior to June 30 for each Fiscal Year that begins on July 1 and prior to November 30 for each Fiscal Year that begins January 1 of the subsequent year. The budget adopted for the period from January 1, 2027 to December 31, 2027 shall supersede the budget covering the period from July 1, 2026 to June 30, 2027. The budget shall include sufficient detail to constitute an operating guideline, the anticipated sources of funds, and the anticipated expenditures to be made for the operations of the Authority including HHW Programs. Approval of the budget by the Board shall constitute authority for the Executive

First Amendment JEPA dated November 20, 2019

Director to expend funds for the purposes outlined in the approved budget, subject to the availability of funds on hand.

Section 3. All other provisions of the Agreement remain unchanged and in full force and effect.

CITY OF EL CERRITO

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

CITY OF HERCULES

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

CITY OF PINOLE

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

CITY OF RICHMOND

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

[SIGNATURES CONTINUED ON THE NEXT PAGE]

CITY OF SAN PABLO

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney



AGENDA BILL

Agenda Item No. 6.D.

Date: August 18, 2026
To: El Cerrito City Council
From: Christina Leard, Acting Senior Management Analyst; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Subject: Authorization To Enter Into A Purchase Agreement With Glasdon, Inc. For Twenty-Six Trash Recycling Cans

ACTION PROPOSED

Adopt a resolution authorizing the City Manager to enter into a purchase agreement with Glasdon, Inc. for an amount not to exceed \$54,000 for the purchase of twenty-six trash recycling cans to be installed along San Pablo Avenue, the Ohlone Greenway, and parks around the City.

BACKGROUND/ANALYSIS

Many City waste receptacles along San Pablo Avenue and parks are past their serviceable life, damaged, and insufficient for high-litter areas. Several other locations in the City have also been identified as having high amounts of litter with no waste containers for the public to utilize. To manage waste effectively and help keep these areas clean, City staff propose replacing the aging and damaged receptacles and adding new receptacles at select locations as shown in Attachment 2.

Improving waste collection capacity in El Cerrito has been a long-standing goal. The Municipal Regional Stormwater Permit (MRP 3.0) has increased requirements for trash load reduction, requiring the City to reduce litter from entering storm drains. Adding new waste collection containers in high-litter areas and updating aging and damaged waste collection containers to be uniform, have improved signage, and also separate trash from recycling, provides a permanent, measurable control measure to help meet this goal.

In addition to the MRP trash load reduction requirements, the [2019 El Cerrito Parks and Recreation Facilities Master Plan](#) highlights the desire to increase trash and recycling at parks and open space, including in Action A.3.1 which calls for the City to:

- Identify funding for parks to ensure continued maintenance (Urban Greening Plan, 4.3) and to upgrade the level of routine and annual maintenance, including trash/litter pick-up, landscaping and urban forest management.
- Continue to identify trash generation hot spots per the Municipal Regional Stormwater process (Urban Greening Plan, 4.4)

This aligns with the City's operational need to update public waste containers with containers that are heavy-duty, uniform, and that allow for garbage and recycling to be disposed of separately.

City staff reviewed various products and determined that the Glasdon, Inc. Nexus® 52G Dual Trash Recycling Can best meets the City's needs based on cost and staff experience with various container styles and types. The City previously purchased thirty of these receptacles and installed them along the Ohlone Greenway, in several parks, and at street locations, and purchased and installed an additional forty-three units in nine parks in Fiscal Year (FY) 2025-26. The receptacles have proven stable, durable, well-labeled, and easy to service, reducing the risk of injury to staff who empty them. Using the same model ensures consistency across City facilities.

Utilizing dual-stream containers allows the City to maintain the current number of street receptacles that require servicing while adding dedicated recycling capacity at each location. This investment will increase the number of public receptacles that accommodate recycling by approximately tenfold. Research has shown that source separation rates improve when trash and recycling are provided in clearly labeled, color-coded, adjacent containers.

While state laws such as AB 827 and SB 1383 require recycling and organics collection in many commercial settings, these requirements do not apply to public waste receptacles located on city sidewalks, parks, or other public rights of way. Public waste receptacles are exempt because they experience significantly higher contamination rates than managed collection systems. Food waste, liquids, pet waste, and other non-compostable or non-recyclable materials are frequently deposited in public receptacles, contaminating otherwise recoverable materials and limiting their ability to be recycled or composted. For this reason, City staff proposes the dual-stream trash and recycling receptacles rather than adding a third organics compartment, as it balances increased recycling opportunities with operational efficiency and the practical limitations of managing public waste streams.

Glasdon, Inc. is the sole vendor and provider of the Nexus® 52G Dual Trash Recycling Can and is offering the City a 5.6% bulk purchase discount. Funding for this \$54,000 purchase is available in the Adopted FY 2026-27 Budget in the Integrated Waste Management Fund.

Per the City's Administrative Policy III. 1, *Procurement Including Professional Services Contracts*, purchases of this nature would ordinarily be subject to a formal competitive bidding process. However, Section D in the policy identifies exceptions to the competitive bidding requirements. Specifically, Section D.4 provides an exception for "purchases of supplies or equipment determined by the City Council to be necessary to serve the best interests of the City."

Staff has determined that the Glasdon, Inc. Nexus® 52G Dual Trash Recycling Cans best meet the City's operational and service needs and that the proposed purchase price, including the 5.6% bulk purchase discount, is competitive.

Accordingly, staff recommends that the City Council determine that the purchase is in the best interests of the City, waive the formal competitive bidding requirements pursuant to the Administrative Policy III.1, Section D.4, and authorize the purchase of the Nexus® 52G Dual Trash Recycling Cans from Gladson, Inc. in an amount not to exceed \$54,000.

STRATEGIC PLAN CONSIDERATIONS

This action supports the [City's Strategic Plan Goal\(s\)](#) of:

- *Infrastructure and Amenities; and*
- *Environmental Sustainability.*

ENVIRONMENTAL CONSIDERATIONS

Providing new, durable, high-capacity trash, and recycling receptacles throughout the City will help to minimize the amount of litter inappropriately discarded on San Pablo Avenue, commercial corridors, and in parks. Consequently, the receptacles may also yield modest water quality benefits by preventing litter from entering storm drains. This proposed action will not result in a project as defined by the California Environmental Quality Act (CEQA).

FINANCIAL CONSIDERATIONS

Funding for this request in the amount of \$54,000.00 is included in the Adopted FY 2026-27 in the Integrated Waste Management Fund (501). The total cost for twenty-six units and shipping is \$48,434.40 plus 10.25% sales tax (~\$4,964.53) that may need to be paid separately as shown in Attachment 3.

LEGAL CONSIDERATIONS

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

Reviewed by:



Karen Pinkos, City Manager

Attachments:

1. Resolution
2. Receptacle Locations FY26-27
3. Glasdon Quote

RESOLUTION NO. 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT WITH GLASDON, INC. FOR TWENTY-SIX NEXUS® 52G DUAL TRASH RECYCLING CANS FOR AN AMOUNT NOT TO EXCEED \$54,000

WHEREAS, the City of El Cerrito's Strategic Plan identifies the goal of Infrastructure and Amenities to advance climate focused, sustainable infrastructure that has community benefits; and the goal of Environmental Sustainability to promote environmental stewardship; and

WHEREAS, trash, debris, and other pollutants on City streets and in parks can easily be mobilized by rain and wind to gutters and storm drain inlets, and end up in creeks flowing to the San Francisco Bay; and

WHEREAS, the Municipal Regional Stormwater Permit (MRP) requires the City to continue implementing measurable actions to reduce trash entering the storm drain system, and installing new and replacement public waste receptacles in high-litter areas supports the City's trash load reduction efforts; and

WHEREAS, the 2019 Parks and Recreation Facilities Master Plan identifies improving litter maintenance, upgrading trash, and recycling receptacles, and addressing trash generation hot spots as priorities to improve the City's parks and public spaces; and

WHEREAS, adding public waste receptacles and replacing aging and damaged public waste receptacles with durable, uniform dual-stream trash and recycling receptacles will increase public recycling opportunities while improving maintenance efficiency and supporting the City's litter reduction efforts; and

WHEREAS, public waste receptacles are exempt from state requirements for organics collection due to the high contamination rates typically associated with public waste streams; and

WHEREAS, under Section D.4 of Administrative Policy III.1, the City may dispense with formal procurement process in several circumstances, including when "necessary to serve the best interests of the City"; and

WHEREAS, City staff determined that the Glasdon, Inc. Nexus® 52G Dual Trash Recycling Cans best meet the City's operational needs based on high-capacity, durability, serviceability, consistency with existing installations, and competitive pricing; and

WHEREAS, City staff propose that the City Council waive the formal procurement process to purchase twenty-six Glasdon, Inc. Nexus® 52G Dual Trash Recycling Cans as such procurement from this particular vendor would be in the best interest of the City as described above; and

WHEREAS, funding for this \$54,000 purchase is included in the Adopted Fiscal Year 2026-27 Budget in the Integrated Waste Management Fund (501).

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito, California, hereby authorizes the City Manager to enter into a purchase agreement with Glasdon, Inc. for twenty-six Nexus® 52g Dual Trash Recycling Cans for an amount not to exceed \$54,000.

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

I CERTIFY that at a regular meeting on August 18, 2026 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

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

Holly M. Charléty, City Clerk

APPROVED:

Gabe Quinto, Mayor

Location	Area
Cerrito Vista 1	Park
Lower Creek 1 - Carlson Entrance	Park
Lower Creek 2 - playground	Park
Ohlone / San Pablo 2	Baxter Creek
11952 San Pablo Ave	Baxter Creek
Ohlone / Conlon 5	Baxter Creek
Ohlone / Conlon 3	Baxter Creek
11888 San Pablo Ave - Nug / Conlon (New)	San Pablo Ave
11861 San Pablo Ave - Home Depot / Starbucks	San Pablo Ave
11821 San Pablo Ave - McDonalds (New)	San Pablo Ave
11595 San Pablo Ave - Taco Bell	San Pablo Ave
10764 San Pablo Ave - Stiizy Bus stop	San Pablo Ave
10770 San Pablo Ave - Stiizy Corner (New)	San Pablo Ave
San Pablo / Moeser - Baskin Robbins (New)	San Pablo Ave
10669 San Pablo Ave - Nations loose	San Pablo Ave
10012 San Pablo Ave - Pic & Pac	San Pablo Ave
9901 San Pablo Ave - Chipotle Old / Loose	San Pablo Ave
10104 San Pablo - Central and San Pablo + 10102 San Pablo Ave	San Pablo Ave
10086 San Pablo - Central and San Pablo	San Pablo Ave
6500 Fairmount - Fairmount and Kearney	Fairmount / Plaza BART
3090 El Cerrito Plaza - Fairmount and ECP	Fairmount / Plaza BART
6525 Fairmount - Fairmount and Liberty	Fairmount / Plaza BART
6701 Fairmount - Fairmount ECP BART	Fairmount / Plaza BART
6700 Fairmount - Gas station	Fairmount / Plaza BART
763 Albemarle - 7/11 Rear (Difficult Removal)	Stockton
7002 Stockton - 7/11 Front (Difficult Removal)	Stockton

Carlos Hernandez
City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530

Account Code: 590002468

07/23/2026

EQ10011414

Email: jd.villegas@glasdon.com



WhatsApp: 1-855-874-5273



Book online product demo



Request a callback



Nexus® 52G Dual Trash Recycling Can

The Nexus 52G dual trash recycling can allows two separate single streams of recycling to be collected in one single waste receptacle.

Black- Trash/ Blue- Mixed Recycling
Includes Metal Liners and City of El Cerrito Logo

Qty	Unit Price	Total Price
26	\$1,734.00	~~\$45,084.00~~ \$42,559.40 -5.60%

 Product Information

 Product News

 Product Videos

(Images shown are examples only, your final product will vary depending on specification)

All details will remain firm until 08/22/2026

Delivery to be confirmed upon receipt of order.

Please refer to the **Conditions of Sale**.

Subtotal (excluding Sales Tax)	\$42,559.40
Shipping to El Cerrito 94530	\$5,875.00
Total (excluding Sales Tax)	\$48,434.40
Sales Tax (0.00%)	\$0.00
Total (including Sales Tax)	\$48,434.40

[Go to Online Checkout](#)

Complete this order using our online checkout (fastest option)

Authorized Signatory:

Date:

Brochures



We'll plant a tree for every Quote request we receive.

You can also keep track of our tree-planting initiatives
via our virtual forest at <https://ecologi.com/glasdoninc>



Follow us on :



www.glasdon.com

Glasdon, Inc. 13153 B Telcourt Road, Ashland, VA 23005



AGENDA BILL

Agenda Item No. 6.E.

Date: August 18, 2026
To: El Cerrito City Council
From: Stephen Prée, Environmental Programs Manager; Karineh Samkian, Senior Program Manager; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department
Subject: Agreement with Powers Forestry LLC for the Hillside Natural Area Quarry Hill Fire Fuel Reduction Project, G3012

ACTION PROPOSED

Adopt a resolution authorizing the City Manager to execute an agreement with Powers Forestry LLC to provide invasive tree removal services for the Hillside Natural Area Quarry Hill Fire Fuel Reduction Project, G3012 in the amount of \$424,500, including a contingency amount not to exceed \$24,865.

BACKGROUND

The Hillside Natural Area (HNA) is approximately 107 acres of open space in El Cerrito that is popular with residents and visitors for its recreational opportunities, scenic vistas, and natural landscape. Over the last few years, community concerns regarding fire risk in the HNA and surrounding communities have significantly increased. The City has responded with ongoing and increased vegetation maintenance activities, completing work largely based on past planning efforts. However, a new plan was needed to guide more robust, comprehensive, and balanced management of the HNA.

The City was awarded a State Coastal Conservancy grant in September 2022 to develop the Hillside Natural Area Fire Resilience and Forest Conservation Plan (Plan), which is a science-based framework and strategy to guide the City's management of the HNA and to aid in securing grant funding for priority management activities. The Plan includes recommendations with a prioritized list of actions to minimize fire threats and vulnerabilities, while at the same time protecting the recreational and ecological values that the HNA offers. The Plan and the associated California Environmental Quality Act (CEQA) documents (<https://www.elcerrito.gov/1650/Hillside-Natural-Area-Plan>) were completed and approved by the City Council in June 2025 per Resolution 2025-35. Since the recommendations in the Plan require funding beyond the City's existing budgets, it was anticipated that projects would be completed as the City secured additional funding.

In the fall of 2025, the cities of El Cerrito and Albany applied for and were awarded a \$850,000 grant from the State Coastal Conservancy to implement wildfire resilience demonstration projects to reduce wildfire hazards, steward natural areas, and reuse the timbered wood.

The City of El Cerrito planned to use grant funds in the amount of \$510,000 to remove hazardous eucalyptus and other invasive tree species in the highest priority areas, such as the Quarry Hill area of the HNA (subject of this action), followed by regenerative native habitat stabilization. Also, as part of the grant, the two cities are collaborating to host a wood milling demonstration and a fire resilience landscape workshop separately in each jurisdictional location.

This grant project meets the HNA Plan priority of “Removal of Eucalyptus and Non-Native Conifers”, listed as a High-Medium priority with Quarry Hill and Motorcycle Hill being the most important locations (Motorcycle Hill currently has access limitations).

ANALYSIS

The goals for the invasive tree removal portion of the project include:

1. Cut and remove eucalyptus and other invasive trees, chip debris, treat stumps with approved herbicide, and haul logs and remaining vegetation off-site.
2. Abide by standard best management practices for the protection of native trees, wildlife, and habitats during tree removal activities.
3. Implement erosion control, the best management practices during removal activities and return access roads to pre-project conditions.
4. Comply with all CEQA Mitigation Monitoring and Reporting Program (MMRP) requirements and biologist recommendations.

City staff released the Request for Proposals (RFP) for the Quarry Hill Fire Fuel Reduction Project, Tree Removal Services on June 25, 2026, making it available through an online plan-room used by the City. A legal notice regarding the RFP was published in the West County/East Bay Times on June 30, 2026. The notice was also posted on the City’s website and emailed to 19 companies.

The City received proposals from seven companies by the due date of July 23, 2026. Following receipt of the proposals, a committee comprised of staff from the Public Works Department evaluated the proposals based on the following criteria:

Criteria	Maximum Points
Demonstrated Experience on Comparable Projects	20
Understanding of the Work	10
Experience of Key Personnel	10
References	10
Licensing and Registration Requirements	5
Cost Proposal	35
Total	90

After reviewing all proposals, City staff invited White Oak Land Management and Powers Forestry LLC for interviews to better understand each company's proposed methodology, cost proposal, and experience.

Upon completing the interviews and calling references, Powers Forestry LLC (Powers) proved to be the most qualified company that would meet the needs of the City. They provided the most comprehensive, cost-competitive proposal. Powers has extensive experience with forest management, reforestation, vegetation management, and fire fuel reduction projects on public agency-managed lands. Their staff includes two Registered Professional Foresters, a Licensed Timber Operator, a Pest Control Advisor, and International Society of Arboriculture (ISA) Certified Arborists. Additionally, Powers Forestry is familiar with the HNA from their previous Measure X contract work for Contra Costa County Fire Protection District, which involved creating and maintaining defensible space in the HNA.

Project Implementation

Area: The goal of the RFP was to maximize the area of tree removal within the available budget with a minimum of 3.5 acres to meet grant commitments. The RFP requested a cost per acre to remove invasive trees from Quarry Hill, apply pre-approved herbicide to those tree stumps, and dispose of the wood waste. However, due to contractor questions regarding per acre pricing in the distinctly different project area topography, the City issued an Addendum which separated the bidding into 3 discernable project areas with separate costs per acre (Attachment 2 - Addendum Map). Contractors noted potential safety hazards of removing some trees on the face of the quarry wall (Area 2). Due to this concern, Powers Forestry LLC recommend limiting work in Area 2 to 1 acre immediately south of the quarry wall, while addressing all of Area 1 and Area 3. This results in 8.7 acres of tree removal. The potentially hazardous tree removal on the quarry wall will be considered in the future as part of a separate project and with additional funding. The contracted project area includes the top of Quarry Hill, as well as the area east of Park View and south of the City Corporation Yard. The project area does *not* include work in a 50-foot riparian buffer zone, on the east, south, and south-west sides of Quarry Hill, per California Department of Fish and Wildlife requirements.

Timeline: The contractor estimates work will take approximately 35 working days. Barring weather delays and with an estimated start date in early September, work is anticipated to be completed by the end of October.

Tree Disposal: As specified in the RFP, Powers Forestry LLC will mulch and use 10 to 20 percent of the tree material for onsite erosion control, deliver 20 logs to the City Corporation Yard for a public milling demonstration in the fall, and deliver the rest of the material to Woodland Biomass Power LLC (<https://dtevantage.com/business-lines/renewable-energy/>), a facility utilizing timber waste as fuel to produce electricity.

Disturbance: As with any project of this type, there will be noise and some dust when the contractor is cutting trees. There will also be added truck traffic on approved routes to the City Corporation Yard for processing and loading and from the Corporation Yard to I-80. The City will work closely with the contractor to minimize any disturbances. Working hours are limited to weekdays between 7:00 a.m. to 6:00 p.m.

HNA Access: The contractor will use temporary fencing to establish a work zone for the protection of the public and to secure the work area. The City will post signs at HNA entrances with notification of the grant project work. Only Quarry Hill and associated trails will be closed during the project and the public will have access to the rest of the HNA.

Outreach: City staff will be creating a project page on the City's website that will provide project updates, contact information, and responses to Frequently Asked Questions. In addition, information will be included in the City Manager's Monthly Update and on the City's social media platforms. Finally, City staff will notify stakeholder groups and mail letters to residents within 300 feet of each access point.

Regenerative Native Habitat Stabilization Plan: The biological services consultant will develop a specific regenerative native habitat stabilization plan after the post-timbering conditions are evident. This plan will promote existing native plant growth in the grove while limiting invasive plant species proliferation. Measures will protect and cultivate understory species such as coast live oak, toyon, sticky monkey flower, California goldenrod, and California buckwheat. The project will limit new regenerative plantings to avoid potential damage from future fuel reduction projects on Quarry Hill. After proposals are requested from qualified companies to implement the plan, the selected contractor will perform vegetation management work including cultivation of native plants, and removal of invasive plants such as French broom, Italian thistle, and eucalyptus seedlings, through the end of the grant period in June 2027. Similar ongoing invasive plant management work will be required to sustain the regenerative native habitat.

Recommendation

Based on the RFP process, City staff recommends that the City Council approve an agreement with Powers Forestry LLC to provide invasive tree removal services for the Quarry Hill Fire Fuel Reduction Project for an amount not to exceed \$424,500, including a contingency amount not to exceed \$24,864.

STRATEGIC PLAN CONSIDERATIONS

This action supports the [City's Strategic Plan Goal\(s\)](#) of:

- *Community Safety* by implementing effective fire resilience work; and
- *Livability and Belonging* by conserving one of the City's most treasured and unique natural assets; and

- *Environmental Sustainability* by protecting native tree and plant communities with their associated environmental benefits.

ENVIRONMENTAL CONSIDERATIONS

Because the City prepared an Initial Study/Mitigated Negative Declaration in accordance with CEQA for the HNA Plan to evaluate the impacts of the Plan, and the City Council approved the CEQA per Resolution 2025-34, the Quarry Hill Fire Fuel Reduction Project does not require any further review. However, the MMRP identifies mitigation measures that are required to avoid significant impacts (Attachment 3). The City has already completed the geotechnical analysis and contracted with a biologist to implement the biological surveys identified in the MMRP.

FINANCIAL CONSIDERATIONS

The City was awarded a \$510,000 grant from the State Coastal Conservancy for the Quarry Hill Fire Fuel Reduction Project (Project Number G3012), which is included Adopted Fiscal Year 2026-27 Budget in the Capital Improvement Fund (304). There is sufficient grant funding for the proposed agreement and contingency totaling \$424,500.

The State Coastal Conservancy grant has no “local match” requirement. The final grant reimbursement will be based on the actual contractor costs. The Public Works Department will manage the project implementation with existing staff.

LEGAL CONSIDERATIONS

The City Attorney has reviewed the proposed action and found that legal considerations have been addressed. The proposed agreement will conform to the City’s standard agreement as approved to form by the City Attorney.

Reviewed by:



Karen Pinkos, City Manager

Attachments:

1. Resolution
2. Addendum Map
3. Draft Agreement

RESOLUTION 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH POWERS FORESTRY LLC TO PROVIDE INVASIVE TREE REMOVAL SERVICES FOR THE HILLSIDE NATURAL AREA QUARRY HILL FIRE FUEL REDUCTION PROJECT, G3012, IN THE AMOUNT OF \$424,500 INCLUDING A CONTINGENCY AMOUNT NOT TO EXCEED \$24,865

WHEREAS, the City has responded to concerns regarding fire risk in the Hillside Natural Area (HNA) with ongoing and increased vegetation maintenance activities by completing work based largely on past planning efforts; and

WHEREAS, with a grant from the State Coastal Conservancy, the City developed the HNA Fire Resilience and Forest Conservation Management Plan (HNA Plan), a science-based framework and strategy to guide the City's management of the HNA and to aid in securing grant funding for priority management activities; and

WHEREAS, the HNA Plan and the California Environmental Quality Act documents were developed through extensive community engagement and adopted by the City Council on June 3, 2025 per Resolutions 2025-34 and 2025-35; and

WHEREAS, the City partnered with the City of Albany and jointly applied for and was awarded a \$850,000 Coastal Conservancy demonstration grant to implement the Albany-EI Cerrito Wildfire Resilience Demonstration Project which includes a project from the HNA Plan; and

WHEREAS, the EI Cerrito project, for which \$510,000 in grant funds were allocated, will include removing hazardous, and invasive trees in and around Quarry Hill, planting and habitat stabilization of the area, hosting milling demonstrations, and hosting community workdays; and

WHEREAS, on June 25, 2026, the City issued a Request for Proposals (RFP) for the tree removal portion of the Project, making it available through an online plan-room used by the City, and a notice regarding the RFP was published in the West County/East Bay Times on June 30, 2026, posted the City's website, and directly provided it to nineteen companies; and

WHEREAS, the RFP scope included the removal of hazardous eucalyptus and invasive trees, treatment of the stumps with herbicide, and disposal of the vegetation; and

WHEREAS, the City received seven proposals by the July 23, 2026 due date; and

WHEREAS, upon consideration of the demonstrated experience with similar work, understanding of the scope of services, experiences of key personnel, licenses, and cost competitiveness, the selection committee determined that the proposal received from Powers Forestry LLC best meets the needs of the City; and

WHEREAS, funding for all contractor expenses for the project is reimbursable by the State Coastal Conservancy in a no-match grant and is included in the Adopted Fiscal Year 2026-27 Budget in the Capital Improvement Fund.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of El Cerrito authorizes the City Manager to execute an agreement with Powers Forestry LLL to provide tree removal services for the Quarry Hill Fire Fuel Reduction Project in the amount of \$424,500 including a contingency amount not to exceed \$24,865.

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

I CERTIFY that at a regular meeting on August 18, 2026, the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

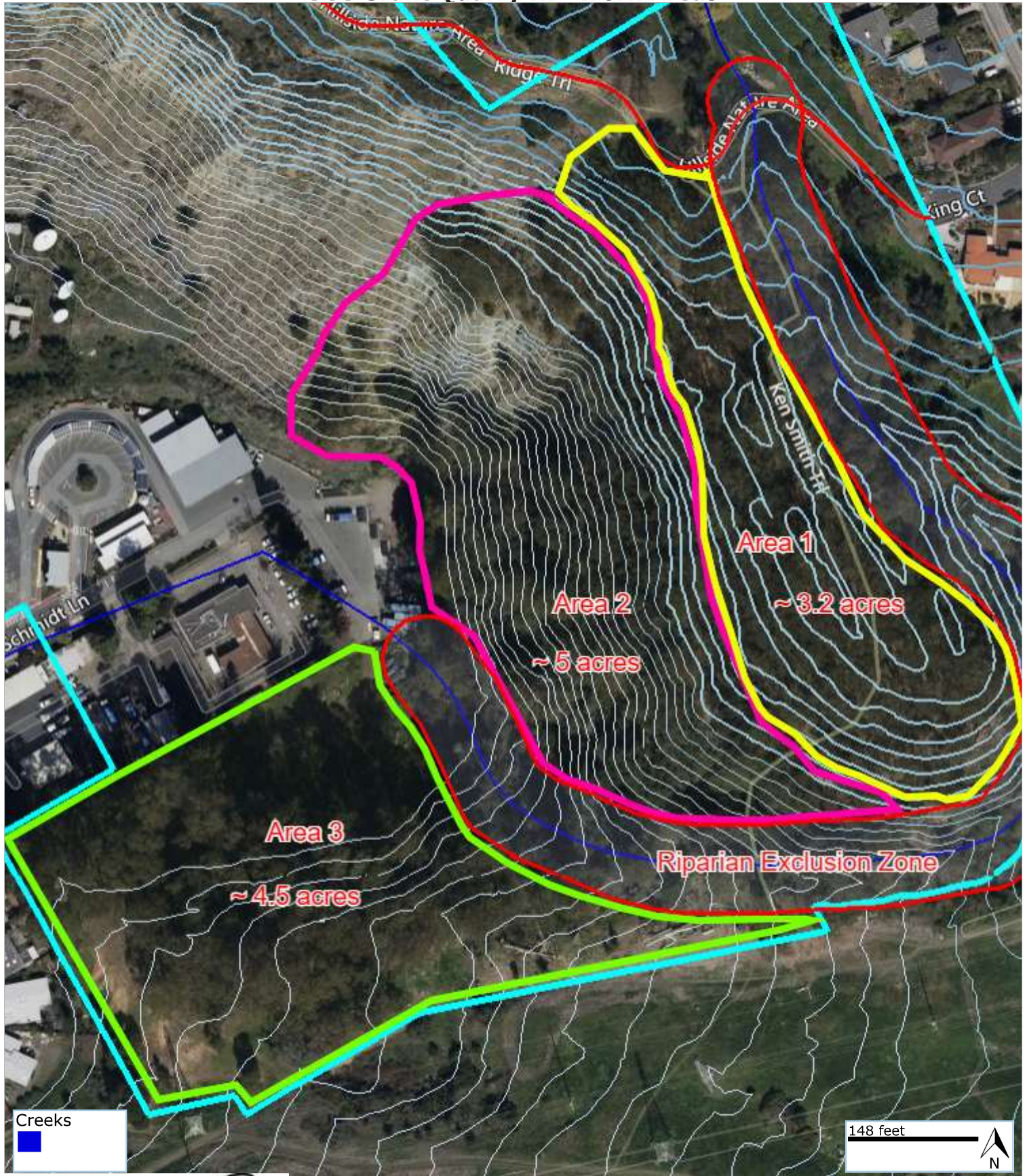
IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on _____.

Holly M. Charléty, City Clerk

APPROVED:

Gabe Quinto, Mayor

ATTACHMENT 2 **SCC Grant Quarry Hill Work Areas**



GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF EL CERRITO AND
POWERS FORESTRY LLC

This agreement for General Services ("Agreement") is entered into on August 25, 2026 (the "Effective Date") between the CITY OF EL CERRITO, a municipal corporation, with offices located at 10890 San Pablo Avenue, El Cerrito, California ("City") and Powers Forestry LLC ("Contractor") (together sometimes referred to as the "Parties").

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

- 1.1 **Term of Services.** This Agreement shall begin on the Effective Date and shall end December 31, 2026, unless the term of the Agreement is otherwise terminated or modified, as provided for herein.
- 1.2 **Standard of Performance.** Contractor shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services in connection with this Agreement.
- 1.4 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor. In the event of termination, Contractor shall be entitled to compensation for services satisfactorily completed as of the date of written notice of termination; City, however, may condition payment of such compensation upon Contractor delivering to City documents and records identified in Section 10.1 of this Agreement.
- 1.5 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Contractor's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Contractor for the Scope of Services, whether by fixed price, hourly rates subject to a fixed rate schedule, pursuant to the fee schedule attached as Exhibit B, which is incorporated herein. Total compensation for work performed under this Agreement, NOT TO EXCEED \$399,635.

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

- 2.2 **Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- 2.3 **Reimbursable Expenses.** No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the scope of services (Exhibit A) and in the fee schedule (Exhibit B).
- 2.4 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

Section 3. CHANGES AND EXTRA SERVICES.

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

Section 4. PROJECT SITE. Contractor shall perform the Services in such a manner as to cause a minimum of interference with City's operations and the operations of other contractors at each Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Services at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish. Each Project site may include all buildings, offices, and other locations where Services are to be performed, including any access roads. Contractor shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required for performing

the Services, whether owned, leased or rented. City will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a Project site, with or without permission, is at Contractor's sole risk. City may assume that anything left on the work site an unreasonable length of time after said work is completed has been abandoned. Any transportation furnished by City shall be solely as an accommodation and City shall have no liability therefore. Contractor acknowledges and agrees that it shall assume the risk and is solely responsible for its use of any City owned equipment and property provided by City for the performance of Services. City shall have no liability to Contractor therefore. In addition, Contractor further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tolls, or other property which is utilized by Contractor on each Project site.

Section 5. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

- 5.1 **Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than One Million Dollars (\$1,000,000.00) per accident.
- 5.2 **Commercial General and Automobile Liability Insurance.** Contractor shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. The City shall be named as an additional insured and insurance shall provide primary coverage with respect to the City by written endorsement to the policy.

Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

- 5.3 **General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

5.4 [Intentionally deleted.]

5.5 All Policies Requirements.

5.5.1 Verification of Coverage. Prior to beginning any work under this Agreement, Contractor shall, at the sole option of the City, provide City with (1) certified Certification of Insurance that demonstrates compliance with all applicable insurance provisions contained herein; and (2) upon request by the City, complete certified copies of all policies and/or complete certified copies of all endorsements that demonstrate compliance with this Section 5.

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

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

Section 6. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

6.1 To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnities") from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City in writing. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall have been determined to apply.

- 6.2 **PERS Indemnification.** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 6.3 **Design Professionals.** Notwithstanding Sections 6.1 and 6.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Contractor's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.
- 6.4 **Construction Contracts.** Notwithstanding Sections 6.1 and 6.2, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Section 7. STATUS OF CONTRACTOR. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 8. LEGAL REQUIREMENTS.

- 8.1 Governing Law. The laws of the State of California shall govern this Agreement.
- 8.2 Compliance with Applicable Laws. Contractor and any subcontractors shall comply with all laws applicable to the performance of the work in connection with this Agreement.
- 8.3 Licenses and Permits. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

Nondiscrimination and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

- 8.4 Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.
- 8.5 Work Requiring Payment of Prevailing Wages. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. Copies of such prevailing rate of per diem wages can be found at the following website: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

All contractors and subcontractors who bid or work on a public works project over amounts specified under California Labor Code Section 1725.5(f) must register and pay an annual fee to Department of Industrial Relations (DIR) pursuant to California Labor Code section 1725.5. Information regarding DIR registration can be found at the following website: <https://www.dir.ca.gov/public-works/publicworks.html>

Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor agrees, in

accordance with Section 1771.4 of the California Labor Code, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 9. MODIFICATION.

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

Section 10. KEEPING AND STATUS OF RECORDS.

- 10.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the City.

- 10.2 Contractor's Books and Records. Contractor shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 10.3 Confidential Information and Disclosure. During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party (the "Receiving Party"). The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Contractor understands that City is a public City and is subject to the laws that may compel it to disclose information about Contractor's business.
- 10.4 Inspection and Audit of Records. Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 11. WARRANTY.

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

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

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

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

- 12.9 Contractor shall, at the sole option of the City develop and provide to the City a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials to include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect.
- 13.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 **Contract Administration.** This Agreement shall be administered by the City Manager or his/her designee, who shall act as the City's representative. All correspondence shall be directed to or through the representative.
- 13.6 **Notices.** Any written notice to Contractor shall be sent to:
- Mike Powers
Powers Forestry LLC
PO Box 175
Elk, CA 95432
- Any written notice to City shall be sent to:
- City Manager
City of El Cerrito
10890 San Pablo Avenue
El Cerrito, CA 94530
- 13.7 **Professional Seal.** Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction

drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

- 13.8 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.9 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties. n
- 13.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

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

CITY OF EL CERRITO

CONTRACTOR: Powers Forestry LLC

Date: _____

Date: _____

Karen Pinkos, City Manager

Mike Powers, Owner/Managing Member

Attest:

Holly M. Charléty, City Clerk

Approved as to Form:

Sky Woodruff, City Attorney

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICES

TECHNICAL SPECIFICATIONS

I. GENERAL REQUIREMENTS

A. Vegetation Removal and Treatment

With a grant from the State Coastal Conservancy, City staff and consultants, with input from the public, developed the Hillside Natural Area (HNA) Fire Resilience and Forest Conservation Management Plan (Plan). The purpose of the Plan is to guide the City's fire fuel reduction, native forest conservation, and maintenance activities. The Quarry Hill Fire Fuel Reduction Project is a project included in the Plan and is made possible by a State Coastal Conservancy grant. The scope of this project is to remove hazardous eucalyptus and invasive trees and other vegetation in as much of the Quarry Hill area (See Exhibit A – Site Map) that is possible with the available budget.

B. Management Philosophy

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

C. Public Image and Etiquette

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

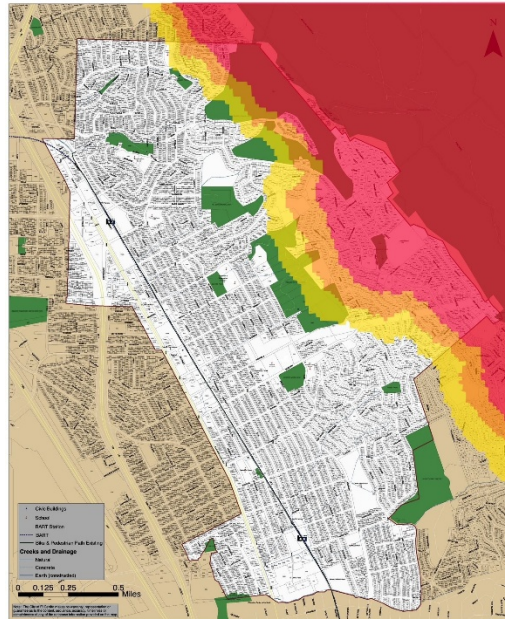
D. Hours of Operation

The Contractor shall conform operations to the hours between 7:00 AM and 5:00 PM, Monday through Friday, during the life of the contract. Any exception shall only be authorized with prior approval of the City Representative.

E. Red Flag Days

Contractor shall check for Red Flag Warnings by monitoring alerts and webpages from the National Weather Service including: <https://www.weather.gov/wrh/CAFW?area=CAZ508>. On days where a Red Flag Warning is declared in the East Bay Hills CAZ508, no "Hot Work" shall be allowed as follows, where "Hot work" is defined as any work that involves burning, welding, metal-cutting, paving, using fire- or spark-producing tools, gas-powered equipment, open flames or other work that produces a source of ignition:

1. On Red Flag Days, inside areas of the City that are labelled as Very High Fire Hazard Severity Zones (VHFHSZ), as shown in the red areas of the map. no hot work or other activities that could cause a fire in the VHFHSZ are allowed.
2. On Red Flag Days, outside VHFHSZ areas all work including hot work is acceptable except if special conditions exist, such as humidity in low digits, high winds or high temperatures. In these cases, Contractor shall consult with City Representative.



The map pictured here displays the City boundaries with the area colored red denoting Very High Fire Hazard Severity Zones, more information on the VHFHSZ boundaries can be found at <https://www.elcerrito.gov/1713/Fire-Hazard-Severity-Zones>.

F. Repairs and Corrective Actions

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

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

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

G. Safety

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

including contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property.

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

Contractor shall carry portable fire extinguishers.

H. Traffic

1. **Maintaining Traffic** – Contractor shall apply for and obtain a no-fee City Permit to identify haul routes to and from project site, temporary traffic control on streets near project access points, and to maintain emergency access within the HNA. The use of the designated portions of the following streets by vehicles having a gross weight in excess of eight tons is prohibited:

Street	From	To
Cutting Boulevard	Wilson Way	Arlington Boulevard
Moeser Lane	Navellier Street	Arlington Boulevard
Potrero Avenue	Navellier Street	Arlington Boulevard
Rifle Range Road	Arlington Boulevard	East City Limits

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

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

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

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

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

I. Adjacent Properties

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

J. Differing Site Conditions

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

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

K. City Noise Ordinance

The Contractor and any subcontractor shall at all times conform their operations with the requirement of the City of El Cerrito's Noise Ordinance (ECMC, Chapter 19.21.050 Performance Standards). The Contractor shall conform operations to the hours between 7:00 AM and 5:00 PM, Monday through Friday, during the life of the contract. Any exception shall only be authorized with prior approval of the City Representative.

L. Payment and Inspection

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

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

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

Contractor shall invoice City on a monthly basis in a form approved by the City Representative. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date. Certified payroll records are required with every invoice.

M. Adjustment in Scope or Quantity of Work

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

N. Hourly Rates for Work Not Included in Technical Specifications

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

II. SPECIFIC REQUIREMENTS

A. Project Coordination and Clarification

1. The Contractor shall be aware of other park activities and shall cooperate and coordinate with City to avoid conflict between other operations.
2. The City requires the Contractor to identify a superintendent who is an employee of the Contractor, has the authority to represent and act for the Contractor, can communicate clearly in English, and who will be present during all work. The Contractor shall submit the name and the qualifications of the superintendent to the City, and the superintendent shall attend the pre-construction meeting. The superintendent shall be changed only upon written consent of the City Representative or if the superintendent ceases to be in the Contractor's employ. Any replacement must have the approval of the City Representative.
3. Contractor will provide all materials, labor, fees, and equipment necessary to complete all work, including the implementation of the erosion and sediment control, Pollution Prevention Plan (Exhibit C), and per requirements developed by the biologist (not available at the time of RFP preparation).
4. Contractor shall, before commencing operations, provide the City Representative with a written work plan or schedule of anticipated major activities. Significant changes to the work plan, at any time, must be accounted for in a revised work schedule.
5. The contractor shall meet weekly with the City Representative or more frequently if necessary.
6. Contractor is responsible for any signage in work area but the City will notify residents within 300 feet of the access points and project site regarding the work.

B. Work Restrictions

Work may be suspended when, at the discretion of the City Representative, weather or site conditions are unsafe or likely to cause damage to property or natural resources. Work stoppage determined by the City Representative for any reason shall not count against the original work period. The City Representative has the authority to stop work until conditions become suitable to resume. Work stoppage may be determined when:

1. Adverse weather or anticipated rainfall has made or will make access inadvisable, or when continued vehicular travel would cause unacceptable land, road, landing, or skid trail damage. City Representative shall give Contractor notice to stop work if conditions are unsuitable; however, if City Representative is not immediately present and moisture conditions deteriorate, Contractor shall exercise a due standard of care and judgment to protect environmental values. Damage to lands, roads, landings, or skid trails caused by Contractor shall be mitigated as directed by the City Representative.
2. A plant, animal, habitat, or cultural resource is encountered requiring special protection measures. Work is subject to stoppage for the period necessary to either evacuate or protect the specimen(s) encountered. Location of areas needing special protection measures will be identified by flagging and appropriate mitigations for such areas and resource protection, as identified by City Representative, shall be implemented in advance of further work.
3. Red Flag Warnings are declared by the National Weather Service or when either Extreme Fire Danger or Very High Fire Danger is declared by the El Cerrito Fire Department for the contracted work area. Contractor shall cease operations unless extra precautionary measures approved by the El Cerrito Fire Chief are implemented by the Contractor.

C. Resource Protection

1. Contractor shall be aware of the environmentally sensitive areas as designated in the field by the City Representative and the contracted biologist and shall avoid adverse impact to habitat and wildlife and shall be responsible for adhering to applicable laws, regulations and the Mitigation Monitoring and Reporting Program (Exhibit B).
2. Retain duff and up to 1” of forest litter to reduce soil displacement and invasive plant establishment. Erosion control measures will be applied, if necessary, where duff and 1” of forest litter have been removed during fuels management operations and areas of exposed soil are greater than approximately 100 square feet.
3. Contractor shall make every effort possible to protect the soil and designated vegetation during tree removal operations. Conduct all operations to avoid unnecessary and unacceptable damage to boles, roots, and crowns of residual trees and vegetation. Contractor shall protect all non-target vegetation, including native trees, shrubs and any tree or plant specifically marked for retention.
4. Storm water and erosion control measures will be required on disturbed areas at the cost of the contractor. Fiber rolls and erosion control blankets must be 100% biodegradable and shall not contain netting that could trap small animals. All erosion control products shall be weed and seed free.
5. Archaeological, cultural, or historically sensitive areas may be present on the site and shall be identified, if known, in the specifications or in the field during the mandatory on-site project tour. These areas shall be flagged by the City and avoided. While no excavation work is anticipated, the contractor shall, during all work, be alert for indicators of historic resources (i.e. bivalve shells or fragments, stone tools, old china objects or fragments, old glass objects or fragments, old foundations and old privy deposits) and human remains. If unanticipated cultural resources should be encountered during work operations, all work will be halted immediately within at least 50 feet of the site, and the City Representative will be notified. The City will have the find evaluated by the proper authorities or professionals. Recommendations from qualified professionals may result in a change of work and a change order may be issued. Work is subject to stoppage for the period necessary to either evacuate or protect the specimen(s) encountered. Location of areas needing special protection

measures will be identified by flagging and appropriate mitigations for such areas and resource protection, as identified by City Representative, shall be implemented in advance of further work.

6. All work must be 50 feet from the centerline of the creek.

D. Protection of City Property

1. Contractor shall take special care to protect from damage any improvements, including any existing fence lines, structures, gates, drainage/culverts, tables, barriers, boundary markers, known survey monuments, waterlines (which will be marked by the City), City roads, parking lots, utility lines, and fire roads on park property. Contractor shall make timely restoration of any such improvements damaged by contractor's operations. Such restoration shall be made at contractor's expense, and at least to the condition that existed prior to contractor's operations. If any known survey monuments, corners, or accessories are destroyed, obliterated, or damaged by contract operations, contractor shall hire a registered land surveyor to reestablish or restore at the same location, the monuments, corners, or accessories.
2. Access routes are to remain unblocked at all times, unless otherwise agreed. The City Representative must be notified if the Contractor needs to temporarily close a park trail or park road for public safety or to temporarily stage equipment or store materials.

E. Traffic Control

1. Traffic control will be the sole responsibility of the Contractor. When conducting felling and tree removal operations within 200 feet of roads and trails, Contractor shall post a lookout on such roads or trails to ensure the safety of park users.
2. All traffic control measures required by the City for road closure shall be adhered to as a condition of this project.
3. Flaggers shall wear highly visible orange, yellow-green, or fluorescent-colored garments and shall use advance warning signs, cones, and STOP/SLOW paddles.

F. Skid Trails and Landings

1. All trees in the skid trail path are to be cut, and stumps cut to the stump height specified in the Specifications. Stumps shall be treated as defined in the contract specifications.
2. Skid trails are to follow contours and be as straight as feasible.
3. Upslope trails are to follow the ridge crests.
4. Unless otherwise agreed, skid trails will be no closer than 50 feet apart and will occupy no more than 15% of the treated area.
5. All skid trails must be approved by the City Representative prior to their construction and use.
6. The location of all landings shall be approved by the City Representative prior to their construction. The cleared size of landings shall not exceed that needed for safe and efficient operations.

G. Pest Control Requirements

Pesticide use regulations in California designate Parks and their associated facilities (i.e., picnic areas, parking lots, roadways, turf, landscape, rangeland, open space, trail systems, etc.) as "Agricultural Use" sites (Sec. 11408 Food Agriculture Code). Contractors and/or subcontractors applying any pesticide to City lands shall comply with the following,

1. Pesticide application(s) must be performed by a CA DPR licensed pesticide applicator (QAL) who is registered to perform such services in the county where application will take place.
2. Evidence of such license shall be submitted to City prior to issuance of the Notice to Proceed.
3. All pesticide application materials and methods are required to be submitted to the City and approved by the City prior to any pesticide application.
4. Pest Control Operator is responsible for posting on-site pesticide application signs in City-approved format.
5. These signs shall be prominently displayed beginning 24 hours before the pesticide application. Signs are to be posted at each work site each day of herbicide application.
6. The signs shall be located to maximize visibility and remain in place for at least 72 hours but no more than 120 hours following pesticide application. Contractor is responsible for removal of signs.
7. As a condition of payment, the Qualified Licensed Applicator shall provide the City Representative with a written accounting (Pesticide Use Report) of the total amount of raw concentrate pesticide applied during the previous month and the total area treated and number of trees included in this application.
8. The Pesticide Use Report shall be submitted by the 1st of the following month to the City Representative.
9. It is the responsibility of the PCO Contractor or subcontractor to report pesticide usage to the respective County Agricultural Commissioner.
10. Herbicide and associated materials (not equipment) shall be provided by the Contractor, unless otherwise agreed.
11. All trees to be removed will be cut to a stump height to grade, not to exceed four inches. The contractor will immediately treat the cambium layer of cut eucalyptus stumps, brushed clean of sawdust, with Triclopyr 4 herbicide, at the rate of 80% in an oil carrier to prevent stump sprouting.

H. Safety and Public Convenience

1. Responsibility for Safety. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs. All work shall conform to the requirements of the California Administrative Code, Title 8, Industrial Relations, Division of Industrial Safety. The Contractor alone shall be responsible for responding to and for the final satisfaction of any and all claims of personal injury or property damage.
2. Safety Equipment and Workers. The Contractor shall take all reasonable measures as required by existing conditions and performance of the Contract to protect the public and their property. The Contractor shall provide adequate barricades, fences, signs, warning lights, watchpersons, flag persons, etc., to protect the public and their property. Safety devices and workers shall comply with the current State of California requirements.
3. The Contractor shall secure and maintain an exclusionary work zone perimeter around the active project site for public safety. The contractor shall post and maintain warning signs and barriers at all entrances to the active work area, and shall remove potential hazards such as fallen limbs, trunks, tripping hazards and hanging limbs before reopening the area after approval by the City Representative.

The Contractor shall protect all working personnel in the following manner:

- a. A secure felling area, **MINIMUM OF TWO AND ONE HALF (2.5) TIMES THE HEIGHT OF THE MATERIAL BEING FELLED IN ALL DIRECTIONS**, needs to be established and

maintained by the faller during all tree felling operations. In addition, the entire downhill side on slopes must be secured if materials can fall/role for a long, unpredictable distance.

- b. No one shall be permitted in the secured felling area without the authorization of the faller.
 - c. The faller shall establish a safety zone outside the secured area and direct EVERYONE to remain there until all felling is completed and an "all clear" has been communicated.
 - d. Safety zones should be established, whenever practical, in the opposite direction of the planned fall, and at a distance of at least 2.5 times the height of the trees being felled.
 - e. The faller shall assign lookout(s). The lookout(s) shall have reliable communications with the faller, and other personnel adjacent to the secure areas.
 - f. Competent lookouts shall be established and maintained by the faller at all major access points of roads and trails that afford access to the secured felling area.
 - g. The faller will ensure that no hazards remain such as hang-ups, unstable logs, or other dangers before approving access or leaving the secured area.
4. Material and Equipment Transportation. Trucks hauling material or equipment shall not exceed vehicle or posted load and speed limits.
 5. Public Convenience. The Contractor shall conduct the work so as to ensure the least possible obstruction to traffic or inconvenience to the general public.
 6. Failure to Provide for Safety. If in the opinion of the City Representative, the Contractor fails to adequately provide for safety, the City Representative may:
 - a. Suspend construction within the area.
 - b. Order and/or place any additional warning devices, barriers, or protective equipment deemed necessary.
 - c. Do both a and b.

The City shall not assume the Contractor's responsibilities by this action and does not release the Contractor's obligations. The Contractor will be liable for all costs the City incurs in acting under this section and shall reimburse the City for double the City's costs. This action shall not become a basis for any claim for time or money against the City.

I. Fire Hazard and Preventions

1. The Contractor will be held responsible for fire ignited by the Contractor's employees, subcontractors, or equipment. Employees shall not be allowed to start fires. No open flames shall be permitted.
2. The Contractor shall take necessary precautions to guard against and eliminate fire hazards that may cause damage to equipment, public, and private property, including grassland, brush, and trees.
3. Flammable materials shall not be poured into drain lines but shall be disposed of in a legal manner.
4. Fire hydrants shall be kept accessible to fire-fighting equipment at all times.
5. Contractors shall comply with all state law requirements for use of combustion engines.
6. Contractors are required to have additional fire protection equipment on site, such as a working firefighting pump in serviceable condition and with a minimum of 100 gallons of water, plus hose and nozzle for emergency firefighting trailer on site and within a close proximity to the working area.

J. Vehicle and Equipment Operations

1. Onsite vehicle and equipment fueling shall only occur where it is impractical to send vehicles and equipment off-site for fueling.
2. Drip pans and/or absorbent pads shall be used for all vehicle and equipment fueling, in all instances.
3. Nozzles used in vehicle and equipment fueling shall be equipped with an automatic shut-off to contain drips. Fueling operations shall not be left unattended.
4. Vehicles and equipment shall be inspected on each day for use for fuel, oil, or hydraulic leaks. Leaks shall be repaired immediately; problem vehicles or equipment shall be removed from the site. It is a requirement of the contractor to immediately absorb and properly remove any spilled or leaked materials from the site and report any incidents to the City Representative.
5. The City Representative will designate overnight equipment staging areas.

K. Site Clean-up

1. All felled material becomes the property and responsibility of the Contractor except for 20 logs/boles 16-30"x12 to be transported to the City's Corporation Yard (7550 Schmidt Lane) for milling. Contractor at their sole cost shall dispose of all materials in a legal manner and keep paperwork that material was composted or repurposed.
2. A minor amount of debris (10-20%) may be chipped and broadcast on site in preapproved areas indicated by the City Representative. Chips will not be broadcast in resource protection zones, areas with potential to move into drainages, or on slopes with potential to move downhill. Chips and mulch layers should not exceed an average of 4-inch depth. Chips or other cut materials left on site in excess of the amounts in the specifications or agreed upon by the City in writing will not be permitted.
3. The amount of disturbed land shall be minimized and any unnecessary slope disturbance shall be avoided or restored.
4. Contractor agrees to rehabilitate all portions of the project site that are affected by the work. Rehabilitation requirements include but are not limited to: areas with unacceptable tire or track damage, collateral tree damage, oil or hazardous material spills from equipment or storage facilities, unwanted debris, and disturbed slopes requiring slope stabilization measures. Rehab measures shall be coordinated with the City's Representative.
5. Erosion control measures will be required on the skid trails and disturbed areas and must include erosion control blankets, netting, water bars, and fiber rolls in accordance with best management practices at the cost of the contractor.
6. Contractor may be required, at the sole discretion of the City's Representative, to provide and use a water truck to wet down fire roads for dust control.
7. All cleanup work described above will be determined and inspected by the City Representative.
8. Any use of roll-off debris boxes for incidental waste disposal is required to be coordinated with the City's Franchise Hauler.

L. Permits and Fees

1. Contractor shall pay for all permits and fees required for work under this Contract, including all disposal fees.
2. A no-fee City Permit will be required for hauling routes.
3. The Contractor shall use approved safety methods in all work performance to protect the employees of the Contractor.

4. All Department of Transportation work area protection rules and regulations shall be observed.
5. Contractor or subcontractor is required to have current licenses described in the Specifications.

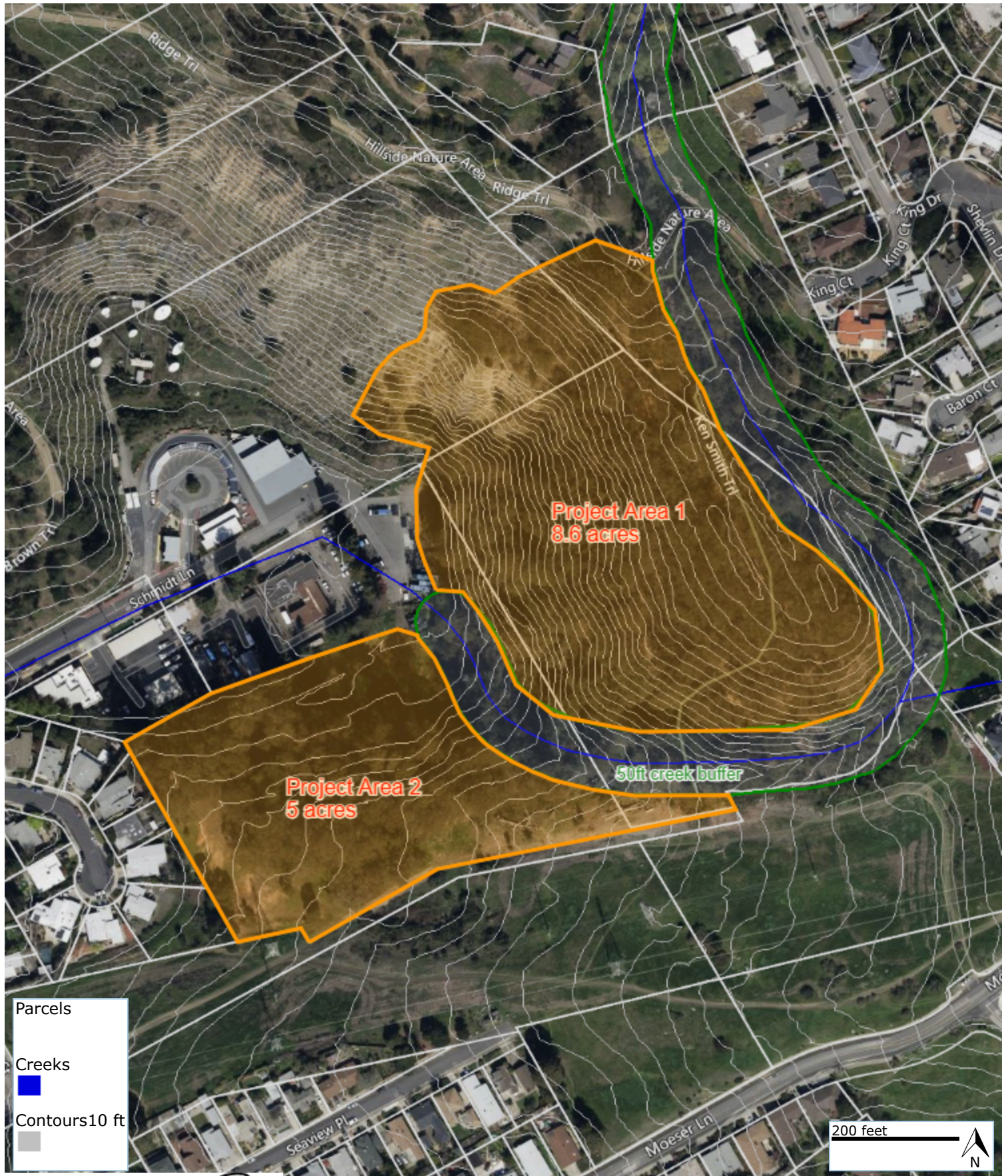
M. Required Licenses and Qualifications

Attention is directed to the requirements of sections 7000 through 7145 of the California Business and Professions Code, known as the "Contractor's License Law". Contractors proposing on this project must possess an appropriate license which is current and valid at the time of Proposal submittal and throughout the term of the Contract. Additional licenses/certifications are listed below:

1. California C61/D49 License or Licensed Timber Operator (LTO)
2. California Department of Pesticide Regulation (DPR) Business License and (QAL) Certification (916-445-4038).

N. Grant Acknowledgment

The State Coastal Conservancy requires that the grantee publicly acknowledge the Conservancy's funding in all its project-related press releases, contacts with the media, and social media postings and on its website. All public materials generated by the project will adhere to the Conservancy's Logo and Signage Guidelines.



MITIGATION MONITORING AND REPORTING PROGRAM

This Mitigation Monitoring and Reporting Program (MMRP) was formulated based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the proposed Hillside Natural Area Fire Resilience and Forest Conservation Management Plan (“project” or “Plan”). The proposed project would establish and adopt a comprehensive fire hazard reduction and forest conservation plan that will guide maintenance activities and improve eligibility for grant funding for the City of El Cerrito’s Hillside Natural Area (HNA).

The MMRP, which is provided in Table A, lists mitigation measures that would be applicable to the proposed project and identifies mitigation monitoring requirements. The MMRP presented in Table A is organized in a matrix format. The first column identifies the impact, and the second column identifies the mitigation measure that would be implemented for each project impact. The third column, “Monitoring Timing,” refers to when the monitoring will occur to ensure that the mitigation action is completed. The fourth column, “Monitoring Responsibility”, identifies the agency that will ensure that the mitigation measure is implemented; and the last column, entitled “Verification,” is for the lead agency to provide verification that the measures have been implemented.

This MMRP has been prepared to comply with the requirements of State law (Public Resources Code Section 21081.6). State law requires the adoption of an MMRP when mitigation measures are required to avoid significant impacts. The MMRP is intended to ensure compliance during implementation of the proposed project. The Final MMRP must be adopted when the El Cerrito City Council makes a final decision on the project.

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Table A: Mitigation Monitoring and Reporting Program

Impact Statement	Mitigation Measure	Timing for Mitigation Measure	Responsible Party / Approving Agency	Verification (Date and Initials)
5.4 Biological Resources				
Fuel reduction treatment activities, including vegetation removal, trail widening and construction, and other activities, could result in the direct removal of special-status plant species.	Mitigation Measure BIO-1: Protocol-Level Plant Surveys. If fuel reduction treatments are proposed within the native grasslands, riparian woodland, or the less disturbed portions of the oak woodland and scrub habitat, focused plant surveys for sensitive native local plants and special-status plants should be conducted according to CDFW's <i>Protocols for Surveying and Evaluating Impacts to Special Status Plant Populations and Natural Communities</i> by a qualified biologist. If special-status plant species or sensitive native local plant communities are identified within the project work limits by a qualified biologist, then a qualified biologist shall establish an adequate buffer area for each plant population and/or sensitive natural community to exclude activities that directly remove or alter the habitat of, or result in indirect adverse impacts on, the special-status plant species or sensitive natural community. Buffer areas shall be marked with temporary fencing or other barriers at the boundary of the disturbance. A qualified biologist shall oversee installation of a temporary barrier such as, plastic mesh-type construction fence (Tensor Polygrid or equivalent) at least 4 feet (1.2 meters) tall around any established buffer areas to prevent encroachment by construction vehicles and personnel. The qualified biologist shall determine the exact location of the fencing. The fencing shall be strung tightly on posts set at maximum intervals of 10 feet (3 meters) and shall be checked and maintained weekly until all construction is complete. Recommended buffer distances to minimize and avoid potential adverse impacts to listed plants or sensitive natural communities from activities are as follows: ● Cutting and Removing Vegetation by Hand or Hand Tools (e.g., weeding): 3-foot (1 meter) buffer. ● Mechanical Removal of Individual Plants or Woody Vegetation (e.g., chainsaw, weed eater): 3-foot buffer or up to height of removed vegetation (whichever is greater).	Prior to fuel reduction treatments within the native grasslands, riparian woodland, or the less disturbed portions of the oak woodland and scrub habitat.	Qualified Biologist / City of El Cerrito Public Works Department Director, or designee	

Table A: Mitigation Monitoring and Reporting Program

Impact Statement	Mitigation Measure	Timing for Mitigation Measure	Responsible Party / Approving Agency	Verification (Date and Initials)
	Removal of Vegetation with Heavy Equipment (e.g., bulldozer, tractor, "bush hog"): 2 times the width of the equipment plus the height of vegetation.			
Fuel reduction treatment and vegetation control activities could result in the removal of milkweed and impacts to monarch butterflies.	Mitigation Measure BIO-2a: Milkweed Field Surveys. Prior to fuel treatment activities, appropriately timed field surveys (generally June through September) shall be conducted by a qualified biologist to identify, map, and estimate (a) stand sizes, densities, and number and species of milkweed (<i>Asclepias</i> spp. and others); (b) number and species of adult nectar plants in the entire project site; and (c) record any observations of monarch activity.	Prior to fuel treatment activities and between June through September.	Qualified Biologist / City of El Cerrito El Cerrito Public Works Department Director, or designee	
	Mitigation Measure BIO-2b: Vegetation Control Activities During Monarch Breeding Season. Vegetation control activities may occur between December 1 and March 14 without special restrictions. From March 15 to November 30 restrictions for vegetation control practices (e.g., ground disturbance, tree removal, mowing, grazing, herbicide application, or hand removal) during the monarch breeding season in areas containing milkweed and nectar plants shall apply. During the monarch breeding season from March 15–November 30, the City and its contractors may conduct vegetation control activities and other management actions provided that: - Site specific buffers shall be established by a qualified biologist around patches of milkweed and associated nectar plants where no vegetation control may occur. - If milkweed and associated nectar plants cannot be avoided, a qualified biologist shall complete pre-activity surveys. If no monarch breeding activity is identified, Contractors may proceed with vegetation control activities subject to conditions below. If monarch breeding activity is identified, the milkweed stand shall be avoided until a qualified biologist implements a salvage and relocation plan that has been reviewed and approved by the applicable Resource Agency. - Unoccupied growing milkweed shall be avoided by a minimum of 2 feet during the application of herbicides (target spray, cut stump, wiping and wicking). Herbicide application within 125 feet	Prior to vegetation control activities during the monarch breeding season (March 15 to November 30) in areas containing milkweed and nectar plants.	Qualified Biologist / City of El Cerrito El Cerrito Public Works Department Director, or designee	

Table A: Mitigation Monitoring and Reporting Program

Impact Statement	Mitigation Measure	Timing for Mitigation Measure	Responsible Party / Approving Agency	Verification (Date and Initials)
	of a milkweed plant shall be conducted with a low-pressure backpack sprayer to reduce the risk of drift. • No broad-spectrum herbicide application shall take place within 125 feet of occupied monarch habitat when wind speeds exceed 10 mph, or temperatures exceed 85°F to minimize potential for drift and volatilization. • No persistent or pre-emergent herbicides shall be used within 125 feet of milkweed or other occupied monarch habitats. • No prescribed fire treatment shall occur within 125 feet of habitat occupied by monarchs during the active monarch season. • Mowing shall not be conducted within 125 feet of active monarch breeding habitat (adults or larvae) during the breeding season March 15-November 30. Mowing projects affecting nectar plants any time of year within 125 feet of active monarch habitat shall only be conducted when temperatures are above 55 degrees on a sunny day and 60 degrees on cloudy days to avoid injuring adult monarchs. If mowing occurs from March to June near areas where breeding occurs, mowing height shall be set to a minimum of 10-12 inches to avoid cutting newly emerged milkweed plants.			
Construction activities could adversely impact the Crotch's and western bumble bee and their habitat.	Mitigation Measure BIO-3: Foraging Bumble Bee Pre-activity Surveys. A minimum of three pre-activity surveys shall be conducted within 40 days during appropriate activity periods (i.e., March through September) prior to the start of ground disturbing activities to identify bumble bee foraging activity. The pre-activity surveys shall occur when temperatures are above 60° Fahrenheit (15.5°Celsius) and not during wet conditions (e.g., foggy, raining, or drizzling). The survey shall be conducted at least 2 hours after sunrise and 3 hours before sunset and shall occur at least 1 hour after rain subsides. Preferably, the survey should be conducted during sunny days with low wind speeds (less than 8 miles per hour), but surveying during partially cloudy days or overcast conditions are permissible if the surveyors can still see their own shadow. Surveys shall be repeated for each year of project activities.	Within 40 days prior to the start of ground disturbing activities from March through September.	Qualified Biologist / City of El Cerrito El Cerrito Public Works Department Director, or designee	

Table A: Mitigation Monitoring and Reporting Program

Impact Statement	Mitigation Measure	Timing for Mitigation Measure	Responsible Party / Approving Agency	Verification (Date and Initials)
	If Crotch's and/or western bumble bees, or potential Crotch's or western bumble bees (since bumble bees can be difficult to identify in the field) are observed within the project site, a plan to protect Crotch's and/or western bumble bee nests and individuals shall be developed and implemented in consultation with CDFW and USFWS. The plan shall include, but not be limited to, the following measures: • Specifications for fuel treatment timing and sequencing requirements (e.g., avoidance of raking, mowing, tilling, or other ground disturbance until late March to protect overwintering queen bumble bees); • Establishment of appropriate no-disturbance buffers for bumble bee nest sites to avoid impacts to the bees and monitoring by a qualified biologist to ensure compliance if bumble bee nests are identified; • Restrictions associated with fuel treatment practices, equipment, or materials that may harm bumble bees (e.g., avoidance of pesticides/herbicides, BMPs to minimize the spread of invasive plant species); • Provisions to avoid Crotch's and/or western bumble bees, or potential western bumble bees if observed away from a bumble bee nest during project activity (e.g., ceasing of project activities until the animal has left the active work area on its own volition); • Prescription of an appropriate restoration seed mix targeted for the western bumble bee, including native plant species known to be visited by native bumble bee species and containing a mix of flowering plant species with continual floral availability through the entire active season of the western bumble bee (March through September); and • Avoidance of herbicide applications which are toxic to bumble bees for vegetation management activities.			
Construction activities could result in impacts	Mitigation Measure BIO-4a: Nesting Bird Surveys. Prior to fuel reduction treatment activities occurring during the nesting bird	Prior to fuel reduction treatment activities	Qualified Biologist / City of El Cerrito El Cerrito	

Table A: Mitigation Monitoring and Reporting Program

Impact Statement	Mitigation Measure	Timing for Mitigation Measure	Responsible Party / Approving Agency	Verification (Date and Initials)
to nesting birds, either directly from removing the nest or indirectly from noise or human presence during construction activities.	season (February 1 through September 15), a pre-activity activity surveys for nesting birds shall be conducted by a qualified biologist to ensure that no nests will be disturbed during project implementation. Surveys will be conducted no more than seven days prior to the initiation of fuel reduction treatment activities. During this survey, the biologist shall inspect all trees and other potential nesting habitats (e.g., shrubs, ground, and structures) for nests in the impact area plus a surrounding buffer, generally 250feet for passerines, 1,000 feet for raptors, and 0.5 mile for the golden eagle, as determined by a qualified biologist, based on the intensity of disturbance and duration of the vegetation treatment. The survey area shall encompass reasonably accessible areas of the treatment site and the immediately surrounding vicinity viewable from the treatment site. The survey area shall be determined by a qualified biologist, based on the potential species in the area, location of suitable nesting habitat, the intensity of potential disturbance and the duration of vegetation treatment. If removal of potential nesting substrate or project grading will occur during more than one nesting season, or in different parts of the site in phases over the course of a single season, then additional pre-activity surveys must be performed within seven days prior to initiation of work in any particular area. If the pre-activity survey does not identify the presence of any active nests in the survey area, construction or vegetation treatment activities may proceed.	occurring during the nesting bird season (February 1 through September 15).	Public Works Department Director, or designee	
	Mitigation Measure BIO-4b: Nesting Bird Buffers. If nests known to have eggs or young, or that cannot be confirmed to be inactive or to lack eggs or young, are found, or adults are demonstrating nesting behavior, a qualified biologist shall establish an appropriate fuel reduction-free buffer around each nest. Generally, a buffer of 1,000 feet for large raptors, 500 feet for smaller raptors, and 250 feet for passerines (songbirds) are adequate to avoid causing nest abandonment. Factors to be considered for determining buffer size and location shall include presence of natural buffers provided by vegetation or topography, nest height above ground, baseline levels of noise and human activity, species sensitivity, and expected	Prior to construction activities if nests are known to have eggs or young, or that cannot be confirmed to be inactive or to lack eggs or young, are found, or adults are demonstrating nesting behavior.	Qualified Biologist / City of El Cerrito El Cerrito Public Works Department Director, or designee	

Table A: Mitigation Monitoring and Reporting Program

Impact Statement	Mitigation Measure	Timing for Mitigation Measure	Responsible Party / Approving Agency	Verification (Date and Initials)
	treatment activities. The buffer shall remain in place until the qualified biologist has confirmed that the nest is no longer active. If a smaller buffer distance than that identified above is necessary and determined to be appropriate for a particular nest or nests, a qualified biologist shall monitor the nest(s) before the activity to document baseline nesting behavior and monitor the nest during vegetation treatment or road construction to ensure nesting birds are not exhibiting signs of stress and territorial behavior. If signs of stress are observed during the monitoring, treatment or construction activities shall cease or buffer shall increase, as determined by a qualified biologist, to a sufficient distance where the nesting birds are no longer exhibiting signs of stress. To prevent encroachment, the buffer shall be clearly marked for avoidance. No personnel or equipment shall be allowed to enter the protective buffer until the qualified biologist determines that the young have fully fledged and will no longer be adversely affected by the project. Nests of common birds within the buffer need not be monitored during treatment. The qualified biologist shall observe any identified active raptor nests prior to the start of any construction-related activities to establish a behavioral baseline of the adults and any nestlings, and the nest site(s) shall be monitored by the biologist periodically to see if the birds are stressed by the construction activities and if the protective buffer needs to be increased. The established buffer shall remain in effect until the young have fledged or the nest is no longer active as confirmed by the biologist.			
Tree removal during fuel reduction activities could result in impacts to roosting bats and their habitat.	Mitigation Measure BIO-5a: Focused Tree Habitat Assessment for Bat Species. Prior to any tree removal during the maternity roosting period (April 15 to August 31) or hibernation period (October 15 to February 28), a focused tree habitat assessment shall be conducted by a qualified biologist of all trees that will be removed or impacted by vegetation treatment activities. Trees containing suitable potential bat roost habitat features would then be clearly marked.	Prior to any tree removal during the maternity roosting period (April 15 to August 31) or hibernation period	Qualified Biologist / City of El Cerrito El Cerrito Public Works Department Director, or designee	

Table A: Mitigation Monitoring and Reporting Program

Impact Statement	Mitigation Measure	Timing for Mitigation Measure	Responsible Party / Approving Agency	Verification (Date and Initials)
	The habitat assessments should be conducted enough in advance to allow preparation of a report with specific recommendations, and to ensure tree removal can be scheduled during seasonal periods of bat activity if required. If it is determined that day roosting bats are unlikely to occur, the tree may be removed as described below. If the absence of roosting bats cannot be confirmed, then the removal of trees providing suitable maternity or hibernation roosting habitat should only be conducted during seasonal periods of bat activity, including between March 1 and April 15 or between September 1 and October 15.	(October 15 to February 28).		
	Mitigation Measure BIO-5b: Tree Removal. Appropriate methods shall be used to minimize the potential of harm to bats during tree removal. Such methods may include but are not limited to using a two-step tree removal process. This method is conducted over two consecutive days and works by creating noise and vibration by cutting non-habitat branches and limbs from habitat trees using chainsaws only (no other heavy machinery) on Day 1. The noise and vibration disturbance, together with the visible alteration of the tree, is very effective in causing bats that emerge nightly to feed, to not return to the roost that night. The remainder of the tree is removed on Day 2. A biologist qualified in two-step tree removal is required on Day 1 to supervise and instruct the tree-cutters who will be on the site conducting the work, but only for a sufficient length of time to train all tree cutters who will conduct two-step removal of habitat trees. The biologist is generally not required on Day 2, unless a very large cavity is present and a large colony is suspected. Fallen branches and trees shall be left onsite overnight to allow any bats that may be present to fly away during the nighttime hours. Removal of native oaks and riparian trees shall be avoided where possible.	During tree removal activities.	Qualified Biologist / City of El Cerrito El Cerrito Public Works Department Director, or designee	
Tree removal and other fuel reduction treatment activities could result in impacts on the San Francisco	Mitigation Measure BIO-6: San Francisco Dusky-Footed Woodrat Pre-activity Surveys. A qualified biologist shall conduct a pre-activity survey for San Francisco dusky-footed woodrat nests prior to the start of project activities. Surveys will be conducted in the immediate work area and a 25-foot buffer around those areas. If	Prior to the start of project activities.	Qualified Biologist / City of El Cerrito El Cerrito Public Works Department Director, or designee	

Table A: Mitigation Monitoring and Reporting Program

Impact Statement	Mitigation Measure	Timing for Mitigation Measure	Responsible Party / Approving Agency	Verification (Date and Initials)
dusky-footed woodrat and their habitat.	woodrat nests are present, the nests will be flagged in the field and delineated on project site maps in order to avoid potential impacts to woodrat nests during vegetation treatment activities. For any woodrat nests that cannot be avoided, a woodrat nest relocation plan shall be prepared and submitted to CDFW for approval. At a minimum, the plan shall include the phased dismantling and relocation of the nest materials to a suitable location, and the installation of artificial shelters at a ratio of 1:1 per dismantled nest to provide readily accessible refugia for dispersing individuals. If breeding woodrats are present, relocation of houses shall be delayed until the breeding season is over or the qualified biologist otherwise determines that young are no longer present.			
Fuel reduction activities could result in impacts to riparian habitat and other sensitive natural communities, including purple needlegrass grasslands and other native grasslands.	Mitigation Measure BIO-7a: Riparian Delineation. To minimize disturbance to riparian habitat occurring adjacent to the fuel reduction area, riparian areas shall be clearly delineated by a qualified biologist. Riparian areas shall be separated and protected from the work area through silt fencing, amphibian/reptile-friendly fiber rolls (i.e., no mono-filament), or other appropriate erosion control material. Material staging, and all other project-related activity shall be located as far as possible from riparian areas with no driving or parking of vehicles or equipment within the dripline of a riparian tree.	Prior to fuel reduction activities.	Qualified Biologist / City of El Cerrito El Cerrito Public Works Department Director, or designee	
	Mitigation Measure BIO-7b: Avoidance/Minimization of Purple Needlegrass and Other Grasslands. If feasible, the proposed fuel treatments shall avoid/minimize impacts to the purple needlegrass grasslands, other native grasslands, and other sensitive natural communities. The stands of native grasslands shall be avoided during fuel treatment activities. If the native grasslands cannot be avoided, the loss of native grasslands shall be mitigated by restoring an equivalent amount of native grasslands onsite. The City shall reseed temporarily disturbed areas of native grassland habitat that are disturbed by fuel reduction activities with an appropriate weed-free native seed mix that contains the particular native grass seed and/or plugs. Any	During fuel treatment activities.	Qualified Biologist / City of El Cerrito El Cerrito Public Works Department Director, or designee	

Table A: Mitigation Monitoring and Reporting Program

Impact Statement	Mitigation Measure	Timing for Mitigation Measure	Responsible Party / Approving Agency	Verification (Date and Initials)
	restored native grassland areas shall be monitored and reported on an annual basis, as required by CDFW.			
Fuel reduction activities could result in impacts on state or federally protected wetlands that may be present within the HNA.	Mitigation Measure BIO-8: Streams/Drainages. Potential impacts to potentially jurisdictional features, such as the onsite streams/drainages (and seasonal wetlands/seeps, if present), are subject to regulation by the USACE, RWQCB, and/or CDFW. These features will be avoided during the fuel reduction activities, where possible. No fill, including plant cuttings, rocks, or soils will be placed in these jurisdictional features without the appropriate permits from the regulatory agencies. If these features are impacted, the City would need to obtain the required permits from the relevant regulatory agencies, including the USACE, CDFW, and RWQCB. These permits would include conditions and BMPs that the City would implement during fuel reduction activities. These permits may also specify mitigation, which the City would provide as specified by the regulatory agencies.	During fuel reduction activities.	Qualified Biologist / City of El Cerrito El Cerrito Public Works Department Director, or designee	
5.5 Cultural Resources				
Fuel reduction activities could result in impacts to previously undiscovered archaeological resources that may be present within the HNA.	Mitigation Measure CUL-1: Unanticipated Archaeological Deposits. Should an archaeological deposit be encountered during project activities, all ground-disturbing activities within 25 feet shall be redirected and a qualified archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for Archaeology shall be contacted to assess the situation, determine if the deposit qualifies as a historical resource, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. If the deposit is found to be significant (i.e., eligible for listing in the California Register of Historical Resources), the City shall be responsible for funding and implementing appropriate mitigation measures. Mitigation measures may include recording the archaeological deposit, data recovery and analysis, and public outreach regarding the scientific and cultural importance of the discovery. Upon completion of the selected mitigations, a report documenting methods, findings, and recommendations shall be prepared by the qualified archaeologist, and the final report shall be submitted to the Northwest Information Center at Sonoma State	During project activities.	Qualified Archaeologist / City of El Cerrito El Cerrito Public Works Department Director, or designee	

Table A: Mitigation Monitoring and Reporting Program

Impact Statement	Mitigation Measure	Timing for Mitigation Measure	Responsible Party / Approving Agency	Verification (Date and Initials)
	University. Significant archaeological materials shall be submitted to an appropriate local curation facility and used for future research and public interpretive displays, as appropriate.			
5.7 Geology and Soils				
Soil instability could occur at the project site, especially in the Quarry Hill Grove and at the east wall of the former EBMUD property at Motorcycle Hill.	Mitigation Measure GEO-1: Geotechnical Analysis. Prior to implementation of any actions proposed as part of the Plan, including vegetation removal, geotechnical analysis shall be performed to assess the potential for soil instability to occur at the project site. Geotechnical analysis shall include the evaluation of areas that contain steep slopes, such as the Quarry Hill Grove and at Motorcycle Hill. Specific geotechnical design recommendations shall be developed to mitigate the potential for soil instability, including stabilization using biotechnical stabilization measures. This measure shall be completed to the satisfaction of the City of El Cerrito Director of Public Works, or designee.	Prior to implementation of any project actions.	Licensed Professional Geologist or Geological Engineer / City of El Cerrito Public Works Department Director, or designee	
Site disturbance activities could result in the accidental discovery of paleontological resources.	Mitigation Measure GEO-2: Unanticipated Paleontological Resources. Should paleontological resources be encountered during project subsurface construction activities, all ground-disturbing activities within 25 feet shall be redirected and a qualified paleontologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. For purposes of this mitigation, a “qualified paleontologist” shall be an individual with the following qualifications: (1) a graduate degree in paleontology or geology and/or a person with a demonstrated publication record in peer-reviewed paleontological journals; (2) at least two years of professional experience related to paleontology; (3) proficiency in recognizing fossils in the field and determining their significance; (4) expertise in local geology, stratigraphy, and biostratigraphy; and (5) experience collecting vertebrate fossils in the field. If the paleontological resources are found to be significant and project activities cannot avoid them, measures shall be implemented to ensure that the project does not cause a substantial adverse change in the significance of the paleontological resource. Measures may include monitoring, recording the fossil locality, data recovery and	During project subsurface construction activities.	Qualified Paleontologist / City of El Cerrito El Cerrito Public Works Department Director, or designee	

Table A: Mitigation Monitoring and Reporting Program

Impact Statement	Mitigation Measure	Timing for Mitigation Measure	Responsible Party / Approving Agency	Verification (Date and Initials)
	analysis, a final report, and accessioning the fossil material and technical report to a paleontological repository. Upon completion of the assessment, a report documenting methods, findings, and recommendations shall be prepared and submitted to the City of Vallejo for review. If paleontological materials are recovered, this report also shall be submitted to a paleontological repository such as the University of California Museum of Paleontology, along with significant paleontological materials. Public educational outreach may also be appropriate.			

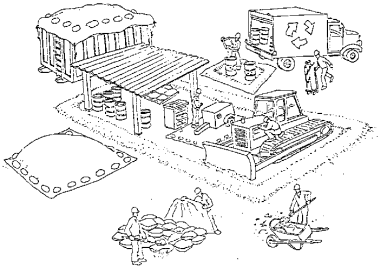
Source: Hillside Natural Area Fire Resilience and Forest Conservation Management Plan Initial Study/Mitigated Negative Declaration (LSA 2024)

Contra Costa Clean Water Program

Program Participants: Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, Walnut Creek, Contra Costa County and Contra Costa County Flood Control and Water Conservation District

Pollution Prevention — It's Part of the Plan

Make sure your crews and subs do the job right!



Runoff from streets and other paved areas is a major source of pollution in San Francisco Bay and Delta. Construction activities can directly affect the health of the Bay unless contractors and crews plan ahead to keep dirt, debris, and other construction waste away from storm drains and local creeks. Following these guidelines will help ensure your compliance with local agency stormwater ordinance requirements.

Materials storage & spill cleanup

Non-hazardous materials management

- ✓ Sand, dirt, and similar materials must be stored at least 10 feet from catch basins, and covered with a tarp during wet weather or when rain is forecast.
- ✓ Use (but don't overuse) reclaimed water for dust control as needed.
- ✓ Sweep streets and other paved areas daily. Do not wash down streets or work areas with water!
- ✓ Recycle all asphalt, concrete, and aggregate base material from demolition activities.
- ✓ Check dumpsters regularly for leaks and to make sure they don't overflow. Repair or replace leaking dumpsters promptly. Cover dumpsters during wet weather.

Hazardous materials management

- ✓ Label all hazardous materials and wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with local agency, state, and federal regulations.
- ✓ Store hazardous materials and wastes in secondary containment and cover them during wet weather.
- ✓ Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ✓ Be sure to arrange for appropriate disposal of all hazardous wastes.

Spill prevention and control

- ✓ Keep a stockpile of spill cleanup materials (rags, absorbents, etc.) available at the construction site at all times.
- ✓ When spills or leaks occur, contain them immediately and be particularly careful to prevent leaks and spills from reaching the gutter, street, or storm drain. Never wash spilled material into a gutter, street, storm drain, or creek!
- ✓ Report any hazardous materials spills immediately!

Vehicle and equipment maintenance & cleaning

- ✓ Inspect vehicles and equipment for leaks frequently. Use drip pans to catch leaks until repairs are made; repair leaks promptly.
- ✓ Fuel and maintain vehicles on-site only in a bermed area or over a drip pan that is big enough to prevent runoff.
- ✓ If you must clean vehicles or equipment on-site, clean with water only in a bermed area that will not allow rinsewater to run into gutters, streets, storm drains, or creeks.
- ✓ Do not clean vehicles or equipment on-site using soaps, solvents, degreasers, steam cleaning equipment, etc.



Earthwork & contaminated soils

- ✓ Keep excavated soil on the site where it is least likely to collect in the street. Transfer to dump trucks should take place on the site, not in the street.
- ✓ Use straw bales, silt fences, or other control measures to minimize the flow of silt off the site.

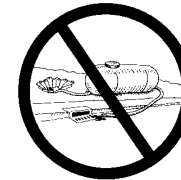


- ✓ Avoid scheduling earth moving activities during the rainy season if possible. If grading activities during wet weather are allowed in your permit, be sure to implement all control measures necessary to prevent erosion.
- ✓ Mature vegetation is the best form of erosion control. Minimize disturbance to existing vegetation whenever possible.
- ✓ If you disturb a slope during construction, prevent erosion by securing the soil with erosion control fabric, seed with fast-growing grasses or other appropriate erosion control measures.

- ✓ If you suspect contamination (from site history, discoloration, odor, texture, abandoned underground tanks or pipes, or buried debris), call the local agency.

Dewatering operations

- ✓ Reuse water for dust control, irrigation, or another on-site purpose to the greatest extent possible.
- ✓ Be sure to call the local agency before discharging water to a street, gutter, or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- ✓ In areas of known contamination, testing is required prior to reuse or discharge of groundwater. Consult with the local agency to determine what testing to do and to interpret results. Contaminated groundwater must be treated or hauled off-site for proper disposal.



Saw cutting

- ✓ Always completely cover or barricade storm drain inlets when saw cutting. Use filter fabric, straw bales, sand bags, or fine gravel dams to keep slurry out of the storm drain system.
- ✓ Shovel, absorb, or vacuum saw-cut slurry and pick up all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!).
- ✓ If saw cut slurry enters a catch basin, clean it up immediately.

Concrete, grout, and mortar storage & waste disposal

- ✓ Be sure to store concrete, grout, and mortar under cover and away from drainage areas. These materials must never reach a storm drain.
- ✓ Wash out concrete equipment/trucks off-site or designate an on-site area for washing where water will flow onto dirt or into a temporary pit in a dirt area. Let the water seep into the soil and dispose of hardened concrete with trash.



- ✓ If a suitable dirt area is not available, collect the wash water and remove it for appropriate disposal off-site.
- ✓ Divert water from washing exposed aggregate concrete to a dirt area where it will not run into a gutter, street, or storm drain. If a suitable dirt area is not available, filter the wash water before discharging to a storm drain.

Paving/asphalt work

- ✓ Do not pave during wet weather or when rain is forecast.
- ✓ Always cover storm drain inlets and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
- ✓ Place drip pans or absorbent material under paving equipment when not in use.
- ✓ Protect gutters, ditches, and drainage courses with straw bales, sand bags, or earthen berms.
- ✓ Do not sweep or wash down excess sand from sand sealing into gutters, storm drains, or creeks. Collect sand and return it to the stockpile, or dispose of it as trash.
- ✓ Do not use water to wash down fresh asphalt or concrete pavement.



Painting

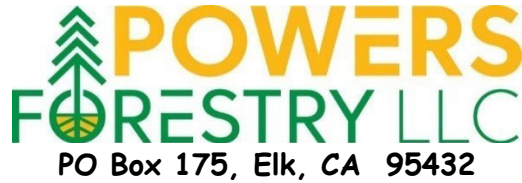
- ✓ Never rinse paint brushes or materials in a gutter or street!
- ✓ Paint out excess water-based paint before rinsing brushes, rollers, or containers in a sink. If you can't use a sink, direct wash water to a dirt area and spade it in.
- ✓ Paint out excess oil-based paint before cleaning brushes in thinner.
- ✓ Filter paint thinners and solvents for reuse whenever possible. Dispose of oil-based paint sludge and unusable thinner as hazardous waste.



Local Agencies: Antioch (925) 779-7035; Brentwood (925) 516-5420; Clayton (925) 673-7300; Concord (925) 671-3127; Danville (925) 314-3300; El Cerrito (510) 215-4382; Hercules (510) 799-8242; Lafayette (925) 284-1951; Martinez (925) 372-3515; Moraga (925) 376-2590; Oakley (925) 625-7003; Orinda (925) 253-4231; Pinole (510) 724-8949; Pittsburg (925) 252-4920; Pleasant Hill (925) 671-5264; Richmond (510) 307-8091; San Pablo (510) 215-3066; San Ramon (925) 973-2610; Walnut Creek (925) 943-5834; Contra Costa County (925) 313-2259; Contra Costa Clean Water Program (925) 313-2392

Storm drain polluters may be liable for fines of up to \$10,000 per day plus \$10 per gallon!

EXHIBIT B
FEE SCHEDULE



July 23, 2026

City of El Cerrito
Karineh Samkian, Senior Program Manager
Email: ksamkian@elcerrito.gov

RE: Quarry Hill Fire Fuel Reduction Project – Request for Proposals (RFP).

Powers Forestry LLC is excited about the Request for Proposals (RFP) by the City of El Cerrito for the Quarry Hill Fire Fuel Reduction Project. Powers Forestry has a firm understanding of the desired services of this RFP and is prepared to provide professional services as well as all labor and heavy equipment to meet the outlined scope of services. Powers Forestry will perform all aspects of the Technical Approach in accordance with all applicable laws and standards.

Powers Forestry has extensive experience with forest management, reforestation, vegetation management and fuel reduction projects performed by hand crews, heavy equipment, manual and mechanical methods, and grazing on utility and agency-managed land. Powers Forestry is well versed on the implementation of all phases of work necessary to perform the scope of work including road management, natural resource protection measures, wood and debris management, and erosion control measures in California.

Thank you for providing us the opportunity to present our qualifications and proposal for this work. Please reach out to us if you have any questions about our response. We look forward to working with the City of El Cerrito on this important wildfire fuels mitigation work.

Sincerely,

Michael Powers

Mike Powers, RPF#2690
Owner/Managing Member
Mike.powersforestry@gmail.com
(707) 272-8803

The Agreement has been read, that the Contractor (Powers Forestry LLC) will meet the prerequisite insurance requirements and the Contractor, if selected, agrees to enter into such agreement or identify requested changes. By submitting this proposal, the contractor (Powers Forestry LLC) acknowledges having examined the work site and access to the site; determined any site variation that affects the Proposal; and investigated the conditions existing clearances, restrictions, or limitations that affect access to the work.

Powers Forestry LLC acknowledges the receipt of all addenda.



ATTACHMENT 3

PROPOSAL FORM FOR QUARRY HILL FIRE FUEL REDUCTION PROJECT

1. Contractor Information:

Name of Contractor: Powers Forestry LLC

Primary Contact: Mike Powers

Title of Primary Contact: Owner/Managing Member

Legal Address of Contractor: 32851 Philo Greenwood Road, Elk, CA 95432

Primary Contact Phone Number: (707) 272-8803

Email Address: mike.powersforestry@gmail.com

Professional License Names and Certification Numbers (provide a complete list):

CA Contractors License #957569 C27 and C49; CA Registered Professional Forester #2690

CA Pest Control Advisor #75481 D&E; CA Qualified Applicator License # 105402 ABC&E

CA Pest Control Business Lic #37619; DIR Registration #1000891854

CA DGS Certified Small Business ID 2031331; ISA Certified Arborist #WE-8135A (TRAQ)

CA Department of Industrial Relations Number: 1000891854

Contractor's Signature (the undersigned submits this Proposal and has examined the entire RFP and any Addenda if any): Michael Powers

Printed Name and Title: Mike Powers, Owner/Managing Member

2. **On-Site Superintendent(s)**: Provide name and qualifications of on-site superintendent(s). They will need to have authority to represent and act for the Contractor and be able to communicate clearly in English.

Mike Powers, RPF #2690, ISA Certified Arborist #WE-8135A

Loren McAfee, RPF #2848, ISA Certified Arborist #WE-9161A

3. **Experience with Similar Work**: List 3 similar services or similar scope of past and present work as those specified under this RFP.

<u>Job and Description</u>	<u>Amount</u>	<u>Contact Information (name and #)</u>
Contra Costa County Fire Protection District, Wildfire Mitigation Program	\$7 million	Chris Bachman (925) 260-6881
San Lorenzo Valley Water District, Wildfire Fuels Reduction Projects	\$500 thousand	Chris Klier, (831) 430-4638
CALFIRE Evacuation Route Shaded Fuel Break	\$500 thousand	Ben MacMillian (916) 660-3330

**** Also see attached proposed details**

4. **References**: List 3 references with at least one of which is for a project similar to the RFP.

<u>Company</u>	<u>Name</u>	<u>Phone #</u>	<u>Project</u>
Contra Costa County Fire Protection District	Chris Bachman	(925) 260-6881	Wildfire Mitigation Program
San Lorenzo Valley Water District	Chris Klier	(831) 430-4638	Wildfire Fuels Reduction Projects
Elk Community Services District and CALFIRE	Ben MacMillian	(916) 660-3330	Evacuation Route Shaded Fuel Break

5. **List of Subcontractors**

<u>Subcontractor Name</u>	<u>Work to Be Performed</u>	<u>Contractor's License</u>	<u>DIR Number</u>
Noyo Forestry LLC	Tree falling, bucking, skidding, loading, chipping and trucking	CA Contractors Lic#1106653 LTO Lic# A012861	1001133148

6. **Proposed Methodology:** Use an additional sheet if more space is needed. Also, on the map provided, clearly draw proposed landings, log decks, skid trails, and other pertinent information.

Describe how the proposed work will be accomplished:

See attached proposal detail.

Describe how the contractor will set up and maintain an exclusionary work zone perimeter around the active project site for public safety:

See attached proposal detail.

Timeline (# of working days): 35 Work Days Total

Provide a full list of equipment to be used for this project, including chippers, skidders, trucks, feller bunchers, cable yarders, loaders, excavators, cranes, etc.:

See attached proposal detail.

Erosion control best management practices to be followed: _____

See attached proposal detail.

Briefly describe the sequence of work and how the proposed work will be accomplished. Include how impacts to the neighbors, the public, and environment will be managed, including safety of the park users and trucking routes.

See attached proposal detail.

7. Cost Proposal:

Hazardous Tree Removal: Provide lump sum amounts per acre of a) trees removed, which include all labor, materials, services, and mobilization, b) mulching, transportation, and disposal of cut material, and c) herbicide application costs. Include all equipment and other costs in each category. **The proposed scope shall be for the full removal and treatment of the maximum number of all sizes of eucalyptus and pine tree stems in the designated (mapped) areas with the available budget.**

a) TREE REMOVAL: \$ See attached Addendum No. 1 Cost Per Acre

b) DISPOSAL: \$ See attached Addendum No. 1 Cost Per Acre

c) HERBICIDE APPLICATION: \$ See attached Addendum No. 1 Cost Per Acre

Understory Invasive Removal: After tree removal is complete, selectively apply City approved herbicide to incidental, City designated eucalyptus seedlings, stump sprouts, and other invasive vegetation in the understory.

d) INVASIVE REMOVAL: \$ N/A Cost Per Acre

TOTAL (a-d): \$ See attached Addendum No. 1 Cost Per Acre

Hourly Rate for Additional Services, if requested: List equipment and operator rates

Labor or Equipment	Hourly Rate
CAT 309 Excavator with Attachments	\$ 316.00
Bandit 20XP Track Chipper	\$ 247.00
15 Yard Chip Truck	\$ 259.00
2000 Gallon Water Truck	\$ 259.00
Case 721G Wheel Loader	\$ 271.00
	\$
	\$
	\$
	\$

Quarry Hill Fire Fuel Reduction Project RFP

ADDENDUM NO. 1 AND Q&A

To: All Proposers

July 15, 2026

ADDENDUM:

The information contained in the Addendum shall be made part of the above-referenced RFP and shall be subject to all applicable requirements thereunder, as if originally shown and/or specified.

Proposers shall acknowledge receipt of all addenda in their Cover Letter.

Below are additions (bolded)/revisions to the RFP.

1. Cost Proposal - Section 7 of the Proposal Form is revised to include 3 costs per acre according to the areas in the attached map:

a) TREE REMOVAL:	\$ 25,068.00	Cost Per Acre (Area 1)
	\$ 24,626.00	Cost Per Acre (Area 2)
	\$ 24,403.00	Cost Per Acre (Area 3)

b) DISPOSAL:	\$ 19,218.00	Cost Per Acre (Area 1)
	\$ 8,987.00	Cost Per Acre (Area 2)
	\$ 24,863.00	Cost Per Acre (Area 3)

c) HERBICIDE APPLICATION:	\$ 300.00	Cost Per Acre (Area 1)
	\$ 300.00	Cost Per Acre (Area 2)
	\$ 300.00	Cost Per Acre (Area 3)

2. Cost Proposal - Section 7 of the Proposal Form is revised to delete the following phrase in the Understory Invasive Removal section: **~~and other invasive vegetation in the understory.~~**

3. Proposed Methodology - Section 6 of the Proposal Form is revised to add the following:

The contractor's # of working days for the Area 1	13
The contractor's # of working days for the Area 2	4
The contractor's # of working days for the Area 3	18

City of El Cerrito Hillside Natural Area – Quarry Hill Fire Fuel Reduction Project RFP.

Qualifications and Technical Approach

Powers Forestry Licenses and Certifications

- California Contractors License # 957569 (C61/D49 C27 and C49)
- Pest Control Advisor License #75481
- Qualified Applicator License #105402
- Pest Control Business License DPR# 37619
- DIR Registration #1000891854
- Small Business Certification #2031331

Overview and Description of Services

Powers Forestry LLC is pleased to submit this proposal to provide Wildfire Fuel Reduction/Tree Removal Services for this important project. Powers Forestry was established in 2020 and our principal foresters each have decades of forest and land management experience in the planning, implementation and monitoring of hazardous fuel reduction projects. Primary clients include Cal Fire, Cal Trans, San Lorenzo Valley Water District, Contra Costa County Fire Protection District and PG&E. We have extensive experience in the development of fuel reduction treatment prescriptions, hazard tree identification, natural resource protection measures/environmental compliance, implementation contractor oversight and GIS mapping and data collection. Our team has performed all necessary field and office work to prepare projects for implementation for wildfire fuels reduction, hazard tree removals and timber harvesting. We are well versed in the practices and protection measures that are common for these types of projects.

Powers Forestry is prepared to provide all aspects of project management and implementation for this project as outlined in the Scope of Services and in this Proposal. A full-time project manager/Forester will be assigned to the project for the supervision, oversight, documentation and management of all aspects of a successful and safe implementation and completion of the project. Powers Forestry will provide professional services for the management, oversight and supervision of the project and will provide the labor and materials for the herbicide applications. We will partner with one sub-contractor Noyo Forestry who will provide all of the necessary labor and equipment to remove and process the eucalyptus trees from the project site.

1. Project Team

Assigned Project Team

Michael Powers (RPF Principle) DESIGNATED PROJECT MANAGER/OPERATIONS SUPERINTENDENT

- **Education** – UC Berkeley. College of Natural Resources. B.S. Resource Management, 1995.
- **Professional Licenses and Certifications:**
 - California Registered Professional Forester (RPF) #2690
 - International Society of Arboriculture (ISA). Certified Arborist #WE-8135A
 - International Society of Arboriculture (ISA). Tree Risk Assessment Qualification (TRAQ).
 - CAL FIRE Certified Archaeological Surveyor #180R.
 - Pest Control Advisor #75481
- **Experience**
 - 1995-Present. Forestland management, implementation of CA Forest Practice Rules, preparation of CEQA Cat Ex and Mitigated Neg Deg documents, timber operations, design/planning/implementation of wildfire fuels management projects, fire damaged tree assessments, natural resource protection measures, road management, public/private utility vegetation management, program and project management.

Loren McAfee (RPF Senior Associate) OPERATIONS SUPERINTENDENT

- **Education** – Humboldt State University. B.S. Forestry, 2003.
- **Professional Licenses and Certifications:**
 - California Registered Professional Forester (RPF) #2848
 - International Society of Arboriculture (ISA). Certified Arborist #WE-9161A
 - International Society of Arboriculture (ISA). Tree Risk Assessment Qualification (TRAQ).
 - CAL FIRE Certified Archaeological Surveyor #182.
- **Experience**
 - 2004-Present. Forestland management, implementation of CA Forest Practice Rules, forest inventories, timber operations, fire fuels management, botanical surveys, tree mortality surveys, road management, natural resource protections, road management, public/private utility vegetation management and project management.

Peter Rowland (Forestry Tech/GIS Specialist)

- **Education** – Humboldt State University, Arcata, CA. B.S. Natural Resources Planning and Interpretation (NRPI). 2010.
- **Experience** –
 - 2010-Present. GIS experience working for a variety of State, Federal and local agencies performing various GIS tasks in diverse settings, including desktop analysis, field data collection, and emergency response mapping. Specializing in forestry-related mapping and have extensive experience with the entire suite of ESRI products (desktop and online), data management, and cartography. Experience with automating workflows and Python scripting.

Alexandra Baldwin (Associate Forester) OPERATIONS FORESTER/ARBORIST

- **Education** – University of California, Santa Cruz. B.S. Ecology and Evolutionary Biology, 2018.
- **Professional Licenses and Certifications:**

- ISA Certified Arborist and Utility Specialist, WE-12659A
- Tree Risk Assessment Qualified (TRAQ)
- **Experience**
 - 2016-Present. Utility vegetation management, vegetation program management, arborist inspections, hazard tree assessment, wildfire and storm emergency response, exotic plant management, riparian and Sandhills habitat restoration and environmental compliance

Phil Noia (Associate Forester) OPERATIONS FORESTER/ARBORIST

- **Education** – Feather River College, Quincy. A.S. Timber Technician. 1986.
- **Professional Licenses and Certifications:**
 - ISA Certified Arborist and Utility Specialist, WE-7042AU
 - CALFIRE Licensed Timber Operator #C11157
- **Experience**
 - 1986-Present. Forestry/timberland management, utility vegetation management, arborist inspections, hazard tree assessment, wildfire and storm emergency response, wildfire fuels reduction projects and timber harvesting.

2. Relevant Work Experience and References

Contra Costa County Fire Protection District Wildfire Mitigation Program

Dates of Service: June 2023 - June 2026

Location: Contra Costa County (County Wide Program)

Size and Budget: 100+ locations (Approx. 1000+ acres treated). Budget \$7 million

Project Owner and Contact Info: Chris Bachman, Fire Marshal (925) 260-6881. cbach@cccfd.org

Project Description: Development of fuels treatment prescription, project field layout and flagging of sensitive species buffers. Tree inspections and identification of hazard trees for removal. Oversight and supervision of project implementation. Implementation of fuels reduction work (Shaded Fuel Breaks, Evacuation Route Clean Up, Vegetation Management and Fuel Reduction, Removal of Dead Trees) using hand crew and tow/tracked chippers. Traffic control for roadside work performed.

San Lorenzo Valley Water District (SLVWD) Wildfire Fuels Reduction for Protection of District Infrastructure Projects

Dates of Service: June 2021 - Present

Location: SLVWD Property, Santa Cruz County.

Size and Budget: 20+ locations (Approx. 200 acres treated). Budget \$500 thousand

Project Owner and Contact Info: Chris Klier, Environmental Programs Manager (831) 430-4638. cklier@slvwd.com

Project Description: Development of fuels treatment prescription, project field layout and flagging of sensitive species/resource buffers. Tree inspections and identification of hazard trees for removal. Oversight and supervision of project implementation. Implementation of fuels reduction work and establishment of defensible space around district owned facilities and access roads. Utilization of hand crew and tow chippers.

CAL FIRE Elk Evacuation Shaded Fuel Break (MEU-Mendocino Co.)

Dates of Service: March 2022 – November 2022

Location: Greenwood Philo Road, Cameron Road and Signal Ridge Road (Mendocino County DOT)

Size and Budget: 25 Miles of Road Length (Approx. 120 acres in size). Budget \$500 thousand

Project Owner and Contact Info: Ben MacMillian, Elk Community Services District. (916) 660-3330; macs@mcn.org. Julie Rhoads, CAL FIRE. (707) 813-0231; julie.rhoads@fire.ca.gov

Project Description: Creation of a shaded fuel break/removal of hazard trees and animal browse along three County Roads (25 Miles total length) for use of a shaded fuel break and emergency ingress/egress. Provided professional services for the CEQA review/environmental documentation, landowner contact/coordination/access permission, supervision and implementation of the work to establish fuel break and remove trees. Creation of maps, GIS and project tracking/quality control process.

Caltrans District 11 San Diego County Wildfire Fuels Reduction and Hazard Tree Removal Project

Dates of Service: April 2022 – July 2022

Location: Caltrans District 11 San Diego County.

Size and Budget: 100+ Miles of Road Length. Budget \$150 thousand

Project Owner and Contact Info: Brice Little, Utility Tree Service LLC. (530) 545-1075. Blittle2@utilitytreeservice.com

Project Description: Provided sub-contracted professional services for the development of a Fuels Reduction Action Plan (FRAP), development of fuels reduction treatment prescription, identification and inventory of removal hazard trees, flagging of protection zones and GIS/maps.

Caltrans District 5, Santa Cruz/San Luis Obispo/Santa Barbara Counties Wildfire Fuels Reduction and Hazard Tree Removal Project

Dates of Service: April 2023 – August 2023

Location: Caltrans District 5 Santa Cruz, San Luis Obispo, Santa Barbara Counties.

Size and Budget: 100+ Miles of Road Length. Budget \$150 thousand

Project Owner and Contact Info: Wes Moorhead, AERI Inc. (412) 445-8686. wmoorhead@aeri-ca.com.

Project Description: Provided sub-contracted professional services for the development of a Fuels Reduction Action Plan (FRAP), development of fuels reduction treatment prescription, identification and inventory of removal hazard trees, flagging of protection zones and GIS/maps.

Caltrans District 5 RPF/Arborist Services for Projects (Monterey and San Benito Counties)

Dates of Service: June 2023-July 2024

Location: Caltrans District 5. Hwy 101 and 156.

Size and Budget: 4+ mile of highway length. Budget \$50 thousand

Project Owner and Contact Info: Jay Karl, Vegetation Program Advisor. (805) 459-3696. Juniper.karl@dot.ca.gov

Project Descriptions:

Highway 156 (San Juan Bautista) roadway widening project provide arborist assessment for redwood tree protection from construction of highway widening, sound wall and foundation excavations. Arboriculture reports for tree health/condition, recommendations for tree construction protections/mitigations, monitoring and follow up visits for change in condition recommendations.

Highway 101 (Prunedale) eucalyptus tree assessments, hazard tree assessments, inventory, mitigation recommendations. Hazard tree mitigation recommendations. Tree identification, marking, inventory, reports and hazard ratings utilizing ISA TRAQ arborists.

2. Proposed Methodology/Technical Approach

Understanding the Work

The proposed wildfire fuels reduction work is primarily intended to remove all of the eucalyptus trees from the mapped project areas 1, 2 and 3 for the reduction of wildfire risk to the surrounding community. After our on-site review of the project areas, we proposed to remove all of the eucalyptus within the entirety of Area 1 (3.2 acres) and Area 3 (4.5 acres), a portion of Area 2 (1.0 acre) due to safety concerns and limited budget. Only a portion of Area 2 (Area 2a) is proposed for eucalyptus tree and associated treatments due to the extreme steep slopes that are above the City Corp Yard, buildings, recycling center and other improvements that could be impacted from falling or dislodged boulders or large wood debris. See attached map for proposed work areas and wood processing area. It is proposed that work will begin in work Area 1 and preparing the wood processing yard in Area 3. Work will progress by completing Area 1 and the portion of Area 2 until completed, then move to Area 3 until the entire project is completed. It is estimated that it will take a total of 35 work days to complete the project as proposed.

Work Plan

1. Tree Removals and Stump Herbicide Treatment

All eucalyptus trees within the proposed work Areas 1, portion of Area 2 and Area 3 will be removed using a combination of free falling, controlled directional falling and some climbing/rigging. Within each project area, the interior trees will be removed first making room to fall and process the perimeter trees. Perimeter trees will need to be carefully removed to keep removed trees on City owned property (project areas) and avoid impacting either the adjacent watercourse buffer, structures, houses, power lines, or from falling down the excluded very steep slopes of Area 2. All eucalyptus tree removals will be carefully done to protect native trees and vegetation.

Once the trees have been felled, then the trees will be cut up into parts for moving and processing. Within project Area 1 and 2, removed tree logs will be moved to the access trail in Area 1 and loaded into small dump/chip trucks as either logs or wood chips. The small dump/chip trucks (gross weight of <8 tons due to weight restrictions on Moeser Ln) will then haul out the access trails/roads to King Court and down to the wood processing location in Area 3 for either processing into wood chips and loading into wood chip truck vans for transport off site. All logs and wood debris in Area 3 will be moved and processed in Area 3.

After all of the logs have been moved, smaller limbs and or wood debris (minor amount of wood debris 10-20%) will be chipped using a track chipper and wood chips broadcast onto exposed soils of >100 sq.ft. for erosion control. Any berms or ruts from heavy equipment use will be smoothed out to conform to the natural surface grades of the project areas and disturbed soils covered with site produced wood chips. Broadcast wood chips will be spread evenly and should not exceed an average of 4" deep. Wood chips will not be broadcast into the 50' creek buffer or other identified resource protection zones.

Removed eucalyptus tree stumps will be low cut to 4" or less above the ground surface and the fresh cut/cleaned stump surface will be treated with the prescribed herbicide treatment immediately (within 30 minutes) after cutting for best control results. Cut stump herbicide treatments will utilize a color dye marker and marking paint to confirm individual stumps have been treated.

It is estimated that there is an average of 40-50 eucalyptus trees/acre in Areas 1, 2 and 3. The diameter range of removal eucalyptus trees are between 10-36" DBH. Average tonnage of wood waste per tree is estimated to be 4-8 tons. It is estimated that it will take 18 days to complete the tree removals.

2. Wood Debris Processing and Disposal

Wood debris resulting in the removal of the eucalyptus trees will be processed into wood chips for hauling and repurposing off site. The removed/felled material becomes property and responsibility of the contractor except for 20 logs/boles 16-30" x 12' that will be moved from Area 3 to the area designated in the City's Corp Yard for milling.

It is proposed that the eucalyptus wood chips be hauled to the Woodland Biomass Power LLC (<https://dtevantage.com/business-lines/renewable-energy/>) facility for utilization as fuel for the production electricity. This disposal method allows for utilization of the wood resource and provides a minor value of delivered wood chips that helps off-set the cost of transportation.

A wood processing area will be established in Area 3 for the purpose of wood processing and loading for transport. Wood debris will be feed through a large whole tree chipper that will produce wood chips. Two excavators will process and feed the wood chipper at this designated location. Wood chips will either be "live" loaded into chip vans from transport or loaded into the chip vans by a front-end wheel loader. It is estimated that it will take 18 days to process the wood debris into wood chips and haul off site to the biomass plant. It is estimated that there are approximately 6 chip van loads of wood debris per acre for disposal. It is estimated that there will be a total of 50-70 chip van loads of chips of material for transport and disposal.

3. Project Safety and Mitigation Measures

Exclusionary Work Zones

- Secured felling area of a minimum of 2.5 times the height of trees being felled shall be established and maintained during felling operations. This felling safety zone will be established using a combination of safety cones, signs and dedicated safety observers.
- Project area work exclusions will be established prior to operations in each project area. These safety exclusions will be a combination of temporary project fencing, gates, cones, signs and dedicated safety observers. This is intended to restrict public access to the work areas and alert the public of the project operations.

Traffic Safety

- Traffic safety for this project is a key objective for implementation work. Project implementation will provide safe access for workers and the public by following all applicable standards. A traffic control plan and safety procedures will be strictly reviewed and followed on a daily basis.
- Warning signs will be placed at road haul routes to alert drivers and public of potential truck hauling operations. No work will be performed until the daily plan is developed and the necessary traffic control zones are established for worker and public safety.

Mitigation Monitoring and Reporting Program (MMRP)

- Confirm mitigation measures are completed and appropriate protections provided for sensitive resources.
- Review protection measures, buffers and sensitive resource locations with work crew and monitor compliance.

Erosion Control and Dust Abatement

- The primary erosion control method will be to utilize site produced wood chips to cover disturbed soils in completed portions of the project areas. If wood chips are not feasible, then jut netting and straw wattles will be utilized. At the wood processing location in Area 3, straw wattles will be utilized on the downhill side and edge of the creek buffer area.
- Project operations are planned to occur primarily before October 15th. However, in the case of a 30% chance of rain or greater, project operations will cease and erosion controls will be installed

prior to the rain event. If project operations extend beyond October 15th, then operations will be restricted to dry rainless periods without saturated soil conditions. Additional erosion control may be needed in the form of road surface rocking to the proposed wood processing site in Area 3.

- Daily dust abatement will occur in the project areas where dust from disturbed soils and wood chipping may occur. This will be accomplished by watering disturbed work areas such as access roads and wood processing areas with a water truck each day prior to operations. If necessary additional watering of concentrated work areas will occur each day of operations.

Equipment Inspections

- Daily inspections of equipment for fuel, oil and hydraulic leaks. On-site fueling to use drip pans and/or absorbent pads for capture of any accidental spills or leaks.

Herbicide Applications

- Obtain a Pest Control Recommendation from licensed Pest Control Advisor (PCA). Register applicator and business license with County Ag Commissioners office. Obtain site use permit if necessary from County Ag Commissioners office.
- Submit all herbicide application plan and PCA recommendation to the City project managers.
- Install Pesticide application warning signs prior to applications. Remove signs after restricted re-entry periods have expired.

Safety Plans

Staff safety is of utmost importance in performing field work operations. A robust safety program has been developed and implemented to ensure safe field operations. Our utility clients have also required utilization of ISN system to track our field safety program, trainings and safety record/incidents. We have maintained a "A" rating for the last 5 years.

Safety Program Features:

- Incident and Illness Prevention Plan (IIPP)
 - Programmatic Safety Plan to cover projects that are potentially medium to high safety risk.
 - These plans are specific to each project with a higher safety risk and address safety concerns and procedures.
- Safety Manual with Appendices that cover topics such as Heat Illness Prevention, Remote Area Field Work, Rural Road Driving, Defensive Driving, etc.
 - Regular safety meetings and trainings in First Aid/CPR/AED, Defensive Driving and Field work hazards.
 - Daily Job Safety Analysis (JSAs) and meetings to be completed to review safety concerns for daily tasks.
 - Providing for all PPE and Fire Prevention tools
- Fire Prevention Plan
 - Monitor weather conditions and Fire Index Ratings
 - Adjust or suspend operations for hazardous conditions.
 - Inspect fire tools and review procedures.
 - Equipment refueling shall protect water riparian resources and be done at cleared areas to prevent accidental fires.
 - 500 gallon "buffalo" trailer with hose line and nozzle.
- Operation of wood chippers and gas-powered hand tools to have fire prevention measures (Ref. PRC codes) and tools in place each day including:
 - Shovels
 - 5 Gallon water back pack pumps
 - Axes

- Fire extinguishers
- Working or dedicated fire watch
- Monitoring of Fire Potential Index (PG&E) and Fire Weather conditions (NOAA)
 - Operational shut downs for very high and extreme fire hazard conditions.
- Incident Reporting
 - Establish an incident reporting procedure and contacts
- **Enhanced Fire Prevention Practices** - summary of practices in addition to the regular fire prevention practices for the different FPI and (R4/R5/R5+) and other fire ratings below:
 - **R4 –**
 - ☐ Dedicated Fire Watch (remain on site 30 min. after stop of operations)
 - ☐ Min. 120 gallon water tank trailer with pump, 200 feet hose and nozzle with 40 PSI.
 - **R5 –**
 - ☐ Dedicated Fire Watch (remain on site 30 min. after stop of operations)
 - ☐ Min. 120 gallon water tank trailer with pump, 200 feet hose and nozzle with 40 PSI.
 - ☐ Stop chipper/chainsaw work after 1pm (1300 hrs)
 - **R5 Plus/Fire Weather Watch/Red Flag Warning/Extreme or Very High Fire Danger –**
 - ☐ Cease all operations unless extra precautionary measures are approved by the El Cerrito Fire Chief.

Work Tracking, Scheduling and Documentation

Prior to Work Starting

- Oversight/supervision (On-Site Foreman) staff to review all plans, permits and procedures.
- Obtain a no-fee City Permits for required hauling routes.
- Prepare Operations Plan to be submitted to City staff prior to start of work.
- Monitor weather forecasts for fire weather or precipitation that may alter work schedule.
- Coordinate with City management and other field staff to establish a daily/weekly schedule and work plan.
- Field review project areas to verify ESA locations, watercourses, water lines/facilities for identification and protection.
- Arborist with TRAQ will inspect the removal trees and develop removal plans with fallers and climbers for safe removal operations.
- Submit all needed traffic control plans and notices.
- Develop project specific Survey 123 forms for project safety and documentation requirements.
- Create project implementation maps for field staff use.
- Installation of temporary project fencing, safety signs/cones, pesticide use notices, etc.

Project Implementation

- Conduct daily pre-operations safety meetings and JSAs for each project site. If safety conditions change during daily operations or change site, conduct new safety meeting/JSA to address change in conditions.
- Ensure all traffic safety measures are in place prior to start of work for worker and public safety.
- Supervision of operations to ensure treatments are following the treatment prescriptions. Perform QA/QC inspections to ensure SOW and MMRPs are followed.
- Document daily activities on the Survey 123 form as well as on supplemental Survey 123 forms for complete documentation. Survey 123 forms may include:
 - Daily operations such as # of trees removed, confirmation of dust abatement, fire prevention equipment inspections, erosion control completion, volume of herbicide used, and other operational notes are documented.
 - Biomass tracking (origin location, volume, transport, disposal facility, dates/times)
 - Before and after photos
- Record on project maps work progress and completion.

- Document before/after project implementation photos on Survey 123 form.

Project Area Completion

- Ensure all project work areas are completely documented with project activities.
- Communicate with City management progress on a daily/weekly basis.
- Update project schedule and work area progress.
- Ensure all BMPs, AMM and erosion controls are in place prior to completion
- Maintain project records including:
 - Before/after photos,
 - Daily Journal reports,
 - QA/QC documentation,
 - Progress tracking.
 - Pesticide Use Reports
- Conduct final inspections and contract closeout coordination with City management.
- Ensure all contractual obligations are completed before project closeout.

3. Equipment and Labor Resources Available

Professional Services

- 1 - Project Foreman/Forester/Arborist. Providing on-site supervision, oversight, QA/QC, documentation and tree inspections.

Tree Removals

- 2 – Faller/Climber/Groundmen
- 2 – Excavators with grapple/log splitter
- 1 – Whole tree wood chipper
- 2 – 15 yard chip trucks (Areas 1 and 2 only)
- 1 – 2000 gallon water truck

Wood Disposal

- 1 – Whole tree wood chipper
- 2 – Excavators with grapple/log splitter
- 1 – 3.5 yard front end wheel loader
- 2 – 40 yard chip van trucks for off-site disposal transport
- 1 – 2000 gallon water truck

Herbicide Treatments

- 1 - Person labor crew for applications.

PROJECT BUDGET DETAIL

Project Area 1

A) Tree Removal

<i>Tree Removal</i>	Cost/hr	Hours/Day	Production	# Acres	# Days	Total Cost
Fallers 1	\$ 205	8	0.5	3.2	6.4	\$ 12,607
Ground Men 1	\$ 176	8	0.5	3.2	6.4	\$ 10,783
						\$ 23,390
<i>Wood Management</i>	Cost/hr	Hours/Day	Production	# Acres	# Days	Total Cost
Excavator with Grapple	\$ 316	8	0.5	3.2	6.4	\$ 19,409
Track Chipper	\$ 247	8	0.5	3.2	6.4	\$ 15,151
Equipment Operator	\$ 231	8	0.5	3.2	6.4	\$ 14,211
Water Truck Rental	\$ 28	8	0.5	3.2	6.4	\$ 1,720
Chip Truck Rental	\$ 28	8	0.5	3.2	6.4	\$ 1,720
						\$ 52,212

B) Disposal

<i>Wood Processing</i>	Cost/hr	Hours/Day	# Loads/Day	Loads Per Acre	# Acres	Total Cost
Wheel Loader Rental	40	8	3	6	3.2	\$ 2,458
	Cost/hr	Hours/Day	Production	# Acres	# Days	
Operator	\$ 231	4	0.5	3.2	6.4	\$ 45,475
						\$ 47,933
<i>Trucking</i>	Cost/Load	# Loads/Day	Total Loads	Loads Per Acre	# Acres	Total Cost
Chip Vans/RT Haul	\$ 700	3	19.2	6	3.2	\$ 16,128
						\$ 16,128
	Tons/Load	# Loads	Total Dry Tons	\$/BDT		Total Cost
Delivered Value Per Load	17	19.2	326.4	\$ 22		\$ (7,181)
					Subtotal	\$ (7,181)

C) Herbicide Application

<i>Cut Stump</i>	Lump Sum					Total Cost
Labor	960					
					Subtotal	\$ 480

Professional Services

<i>Project Manager/Forester</i>	Cost/hr	Hours/Day	# Days		Flat Fee	Total Cost
	125	8	6.4			6400

						Total Cost
Mobilization	2360	1180	1416			\$ 2,832
					Subtotal	\$ 2,832

Total Project Area 1 \$ 142,674

Project Area 2						
A) Tree Removal						
Tree Removal	Cost/hr	Hours/Day	Production	# Acres	# Days	Total Cost
Fallers 1	\$ 205	8	0.5	1	2	\$ 3,939.8
Ground Men 1	\$ 176	8	0.5	1	2	\$ 3,369.6
						\$ 7,309
Wood Management						
Wood Management	Cost/hr	Hours/Day	Production	# Acres	# Days	Total Cost
Excavator with Grapple	\$ 316	8	0.5	1	2	\$ 6,065.3
Track Chipper	\$ 247	8	0.5	1	2	\$ 4,734.7
Equipment Operator	\$ 231	8	0.5	1	2	\$ 4,441.0
Water Truck Rental	\$ 28	8	0.5	1	2	\$ 537.6
Chip Truck Rental	\$ 28	8	0.5	1	2	\$ 537.6
						\$ 16,316.16
B) Disposal						
Wood Processing	Cost/hr	Hours/Day	# Loads/Day	Loads Per Acre	# Acres	Total Cost
Wheel Loader Rental	40	8	3	6	1	\$ 768.0
	Cost/hr	Hours/Day	Production	# Acres	# Days	
Operator	\$ 231	4	0.5	1	2	\$ 4,441.0
						\$ 5,208.96
Trucking	Cost/hr	Hours/Load	# Loads/Day	Loads Per Acre	# Acres	Total Cost
Chip Vans/RT Haul	\$ 155	4.5	3	6	1	\$ 5,022.0
						\$ 5,022.00
	Tons/Load	# Loads	Total Dry Tons	\$/BDT		Total Cost
Delivered Value Per Load	17	6	102	\$ 22		\$ (2,244)
					Subtotal	\$ (2,244)
C) Herbicide Application						
Cut Stump	Lump Sum					Total Cost
Labor	300					\$ 360.0
					Subtotal	\$ 360.00
Professional Services						
Project Manager/Forester	Cost/hr	Hours/Day	# Days		Flat Fee	Total Cost
	125	8	2			\$ 2,000
Total Project Area 2						\$ 33,973

Project Area 3						
A) Tree Removal						
Tree Removal	Cost/hr	Hours/Day	Production	# Acres	# Days	Total Cost
Fallers 1	\$ 205	8	0.5	4.5	9	\$ 17,729.3
Ground Men 1	\$ 176	8	0.5	4.5	9	\$ 15,163.2
						\$ 32,892
Wood Management	Cost/hr	Hours/Day	Production	# Acres	# Days	Total Cost
Excavator with Grapple	\$ 316	8	0.5	4.5	9	\$ 27,293.8
Track Chipper	\$ 247	8	0.5	4.5	9	\$ 21,306.2
Equipment Operator	\$ 231	8	0.5	4.5	9	\$ 19,984.3
Water Truck Rental	\$ 28	8	0.5	4.5	9	\$ 2,419.2
						\$ 71,003.52
B) Disposal						
Wood Processing	Cost/hr	Hours/Day	# Loads/Day	Loads Per Acre	# Acres	Total Cost
Wheel Loader Rental	40	8	3	6	4.5	\$ 3,456.0
	Cost/hr	Hours/Day	Production	# Acres	# Days	
Operator	\$ 231	4	0.5	4.5	9	\$ 89,929.4
						\$ 93,385.44
Trucking	Cost/Load	# Loads/Day	Total Loads	Loads Per Acre	# Acres	Total Cost
Chip Vans/RT Haul	\$ 700	3	27	6	4.5	\$ 22,680.0
						\$ 22,680.00
	Tons/Load	# Loads	Total Dry Tons	\$/BDT		Total Cost
Delivered Value Per Load	17	27	459	\$ 22		\$ (10,098)
					Subtotal	\$ (10,098)
C) Herbicide Application						
Cut Stump	Lump Sum					Total Cost
Labor	1350					\$ 1,350
					Subtotal	\$ 1,350
Professional Services						
Project Manager/Forester	Cost/hr	Hours/Day	# Days		Flat Fee	Total Cost
	125	8	9			\$ 9,000
						Total Cost
DeMobilization	2360	1180	1416			\$ 2,832.0
					Subtotal	\$ 2,832.00
						Total Project Area 3 \$ 223,045

	Area 1 (3.2 Acres)	Area 2 (1.0 Acres)	Area 3 (4.5 Acres)	Total Project
A) Tree Removal	\$ 75,602	\$ 23,626	\$ 103,896	\$ 203,124
<i>Tree Removal</i>	\$ 23,390	\$ 7,309	\$ 32,892	\$ 63,592
<i>Wood Management</i>	\$ 52,212	\$ 16,316	\$ 71,004	\$ 139,531
B) Disposal	\$ 56,880	\$ 7,987	\$ 105,967	\$ 170,835
<i>Wood Processing</i>	\$ 47,933	\$ 5,209	\$ 93,385	\$ 146,527
<i>Trucking</i>	\$ 16,128	\$ 5,022	\$ 22,680	\$ 43,830
<i>Delivered Value Per Load</i>	\$ (7,181)	\$ (2,244)	\$ (10,098)	\$ (19,523)
C) Herbicide Application	\$ 960	\$ 360	\$ 1,350	\$ 2,670
<i>Cut Stump</i>	\$ 960	\$ 360	\$ 1,350	\$ 2,670
Professional Services	\$ 6,400	\$ 2,000	\$ 9,000	\$ 17,400
Mobilization	\$ 2,832	\$ -	\$ -	\$ 2,832
DeMobilization	\$ -	\$ -	\$ 2,832	\$ 2,832
	\$ 142,674	\$ 33,973	\$ 223,045	\$ 399,692
Cost per Acre	Cost/Acre Area 1	Cost/Acre Area 2	Cost/Acre Area 3	
Tree Removal	\$ 25,068	\$ 24,626	\$ 24,403	
Disposal	\$ 19,218	\$ 8,987	\$ 24,863	
Herbicide Application	\$ 300	\$ 300	\$ 300	
	\$ 44,586	\$ 33,913	\$ 49,566	
	Site 1 (3.2 Acres)	Site 2 (1.0 Acres)	Site 3 (4.5 Acres)	Total Project
Working Days	13	4	18	35

**All applicable prevailing wage rates have been applied to the job classifications proposed for implementation.

Fuel Treatment Areas

- Proposed Fuel Reduction
- El Cerrito City Parcels
- Creek
- Creek Buffer

- Wood Processing Yard
- Access Road

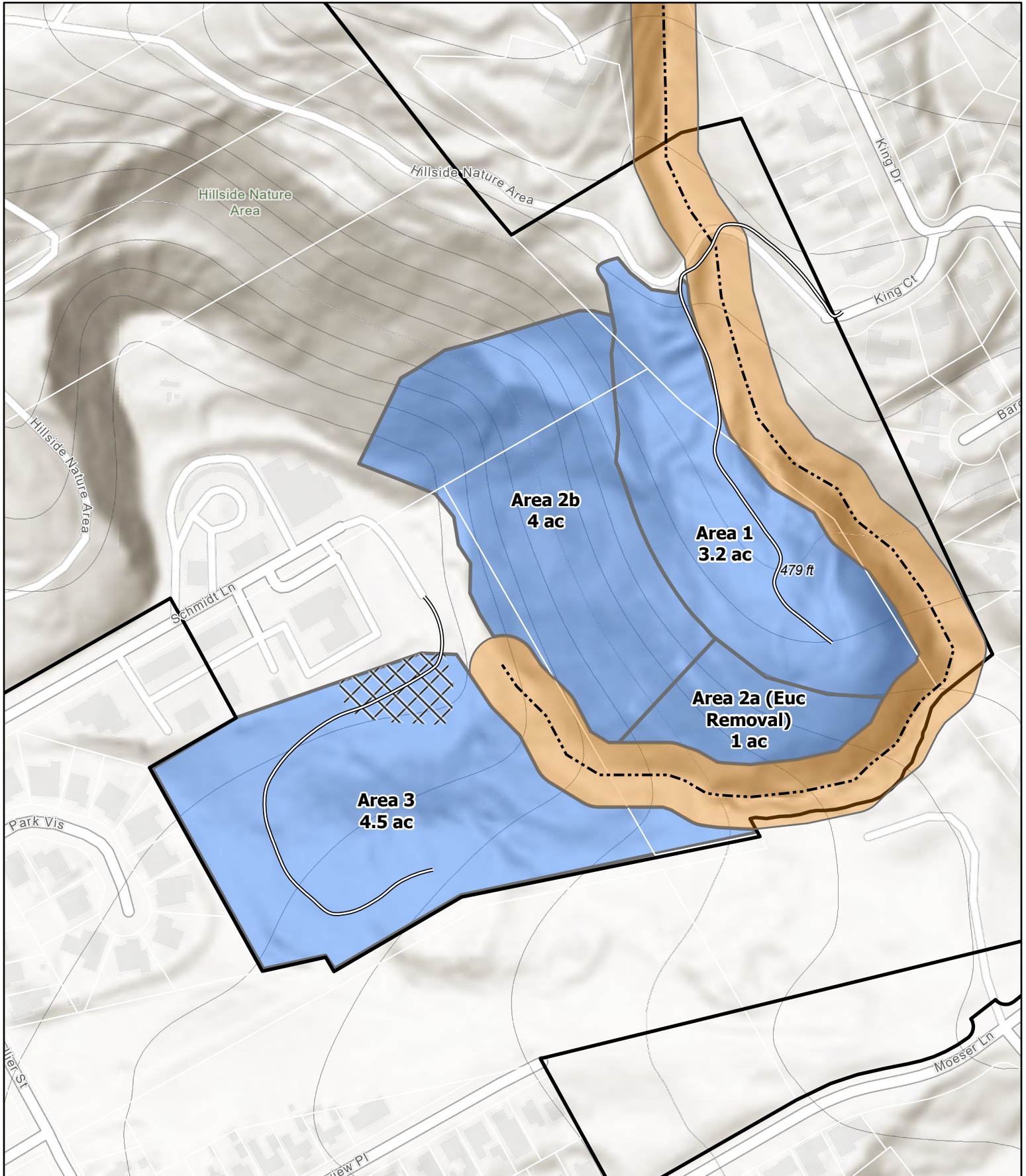
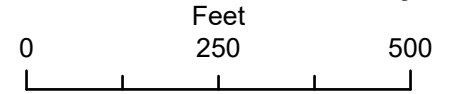




EXHIBIT C

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Contractor and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services or work.
- B. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes penalties per day for each worker engaged in the performance of the services described in Exhibit A that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage

obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their obligations under the California Labor Code. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
 4. Prior to making final payment to the subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and sent directly to the Labor Commissioner, and available for inspection by the Owner and its

authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

5129784.1



AGENDA BILL

Agenda Item No. 6.F.

Date: August 18, 2026
To: El Cerrito City Council
From: Chris Jones, Recreation Director, Recreation Department
Subject: Authorization To Enter Into a General Services Agreement With Knorr Systems, Inc. for Swim Center Maintenance, On-Call Services, and Chemicals

ACTION PROPOSED

Adopt a resolution authorizing the award of a General Services Agreement to Knorr Systems, Inc. (KSI) for quarterly equipment maintenance, on-call repair services, and the purchase of pool chemicals, equipment and parts for the El Cerrito Swim Center based on the firm's specialized experience and expertise, use of proprietary equipment and systems, and participation in Sourcewell Contract No. 012226-AQUA; and authorizing the City Manager to execute the contract in a not-to-exceed amount of \$105,000 for Fiscal Year 2026-27 for a total contract not-to-exceed amount of \$487,305 over the full four-year contract term.

BACKGROUND

The El Cerrito Swim Center opened to the public in 2004 following major renovations of the original facility, which was built in 1963. It is now in its twenty-third year of operation. The facility's pump and chemical rooms run continuously to maintain water quality and chemistry in compliance with health and safety standards. Since the Swim Center reopened, the City has maintained a service contract with Knorr Systems, Inc. (KSI), providing prompt response to unscheduled maintenance issues, quarterly preventative maintenance for specialized equipment, and asset and parts replacement as needed to support the long-term reliability of Swim Center operations. KSI also manages chemical procurement and delivery through its established supplier network, ensuring chemical products meet the specifications required for proper equipment performance and health and safety requirements. Pool treatment chemicals are typically distributed through specialized commercial supply chains rather than purchased directly from manufacturers. Using a large distributor such as KSI who services multiple customers helps the City avoid logistical challenges, minimum order requirements, liability considerations, and quality control issues.

On June 16, 2026, the City Council adopted Resolution No. 2026-41, authorizing the purchase of goods and on-call services from KSI in an amount not to exceed \$105,000 for Fiscal Year 2026-27. There are very few pool equipment maintenance contractors in Northern California that provide the same level of technical expertise while also having the resources and personnel to respond quickly to emergencies, helping minimize pool closure times and service disruptions. Staff periodically surveys public aquatic facilities throughout the Bay Area and has found that the majority rely on KSI for capital maintenance and specialized pool equipment services.

While some larger agencies with multiple aquatic facilities perform this work with in-house staff, maintaining a contract with KSI allows the City to access specialized expertise, coordinate equipment maintenance and chemical management through a single provider, and ensure the continued safe and efficient operation of the Swim Center.

ANALYSIS

Staff have evaluated the equipment service and maintenance needs at the El Cerrito Swim Center and determined that awarding an updated services contract to Knorr Systems, Inc. without going through a complete competitive bidding process is in the best interests of the City for two reasons. The first reason is that much of the pump room's original equipment has been replaced by KSI when needed since 2004, including major capital items such as the pool heaters, making them uniquely qualified to service them. In addition, three critical pieces of equipment in the pump room are proprietary to KSI, meaning no other vendor is currently able to supply parts or perform service on them. This further supports the fact that competitive bidding is not appropriate in this case.

The three proprietary pieces of equipment are:

1. BECSys Chemical Controllers – automated systems used to monitor and manage the water chemistry and filtration in the Activity Pool, Emery G. Weed, III Lap Pool, and Splash Park.
2. PNMTS Carbon Dioxide (CO₂) Injection – a safe, automated system that uses CO₂ to lower and maintain swimming pool pH levels and reduces the amount of muriatic acid used, a standard, necessary but harsh chemical with corrosive effects over the long run on pool equipment and plaster.
3. Smart Pump – a variable speed system that controls pool pump speed based on filtration needs (for example, high occupancy versus low occupancy times), significantly reducing energy consumption compared to single speed models.

The second reason that a full competitive bidding process is not required is that the proposed agreement also covers the purchase and delivery of pool chemicals, equipment, and replacement parts as needed. Most of these items, including necessary chemicals, are available through Sourcewell Contract No. 012226-AQUA. Sourcewell is a national cooperative purchasing organization that conducts competitive solicitations on behalf of participating public agencies under the authority of Minnesota Statute 123A.21. The City's Procurement Policy permits the purchase of equipment and supplies through competitively solicited cooperative purchasing contracts awarded by other public agencies. The Sourcewell contract was competitively solicited and awarded to Knorr Systems, Inc. (KSI) on February 23, 2026. As a result, the City may utilize that contract to obtain qualifying goods and services without conducting a separate competitive bidding process.

The cost of the proposed General Services Agreement with KSI in Fiscal Year 2026-27 of \$105,000 is broken down into the various components shown in Table 1 below.

TABLE 1 - FISCAL YEAR 2026-27 SERVICES BREAKDOWN

Quarterly Equipment Services and Preventative Maintenance	\$26,685.00
Purchased Extra Parts (Kept at Swim Center to minimize downtime when replacement is needed)	\$9,210.01
Estimated Chemicals Expense	\$59,000.00
~10% Contingency for Unscheduled/Emergency Repairs and Other Needs	\$10,104.99
TOTAL NOT-TO-EXCEED AMOUNT FOR FY 2026-27	\$105,000.00

The proposed General Services Agreement allows the City to extend the contract for up to three additional one-year terms. Under the City's standard contract provisions, annual compensation adjustments are typically limited to the percentage increase in the Consumer Price Index (CPI), All Items, San Francisco-Oakland-Hayward Area (Series CUURS49BSAO or successor index), based on the previous 12-month average. In recent years, however, increases in labor, materials, equipment, tariffs, supply chain costs, insurance, and other operating expenses have often exceeded CPI. To address these conditions, the proposed agreement allows the City, at its sole discretion, to approve an annual compensation adjustment above the CPI-based amount when the contractor can adequately document and justify the additional cost increases. Any approved annual adjustment, including both the CPI-based increase and any additional adjustment, shall not exceed a total of ten percent (10%), inclusive of the CPI base adjustment, in a given year. Any annual adjustment exceeding 10% would require City Council approval.

Table 2 below shows the breakdown of the total contract not-to-exceed amount of \$487,305 over the full four-year contract term. The amounts from Fiscal Years 2027-28 through 2029-30 represent the maximum allowed increase of 10% each year.

TABLE 2 - CONTRACT TERM NOT-TO-EXCEED AMOUNT BREAKDOWN

Fiscal Year 2026-27	\$105,000.00
Fiscal Year 2027-28	\$115,500.00
Fiscal Year 2028-29	\$127,050.00
Fiscal Year 2029-30	\$139,755.00
TOTAL CONTRACT TERM NOT-TO-EXCEED AMOUNT	\$487,305.00

Regardless of the amounts shown in Table 2, all future fiscal year expenditures are subject to annual budget approval and shall not exceed the Council-approved budget amounts.

STRATEGIC PLAN CONSIDERATIONS

This action supports the [City's Strategic Plan Goal\(s\)](#) of:

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

ENVIRONMENTAL CONSIDERATIONS

This action is not subject to the California Environmental Quality Act (CEQA), as it can be seen with certainty that there is no possibility of a significant effect on the environment (CEQA Guidelines Section 15061), and it consists of changes to the operation of existing City facilities involving a negligible or no expansion of existing or former use (CEQA Guidelines Section 15301).

The continued use of KSI proprietary equipment supports the City's sustainability goals by lowering energy consumption, reducing chemical use, and improving water treatment efficiency.

FINANCIAL CONSIDERATIONS

The total not-to-exceed amount for the proposed General Services Agreement with Knorr Systems, Inc. (KSI), including a 10% contingency, is \$105,000. Funding for this agreement is included in the FY 2026-27 Adopted Budget within the Measure H Parks & Recreation Facilities Parcel Tax Fund (Fund 207). Any future contract extensions and associated funding will be subject to City Council approval through the annual budget process for each subsequent fiscal year and shall not exceed Council-approved budget amounts.

LEGAL CONSIDERATIONS

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

Reviewed by:



Karen Pinkos, City Manager

Attachments:

1. Resolution
2. Knorr Systems, Inc General Services Agreement

RESOLUTION 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE AWARD OF A GENERAL SERVICES AGREEMENT TO KNORR SYSTEMS, INC. FOR SWIM CENTER MAINTENANCE, ON-CALL REPAIR SERVICES, AND THE PURCHASE OF POOL CHEMICALS, EQUIPMENT, AND PARTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR AN AMOUNT NOT TO EXCEED \$105,000.

WHEREAS, the El Cerrito Swim Center opened to the public in 2004 following major renovations of the original facility and requires ongoing maintenance, repair, and chemical management to ensure safe and reliable operations; and

WHEREAS, since the Swim Center reopened, Knorr Systems, Inc. (KSI) has provided specialized maintenance, repair, equipment replacement, and chemical procurement services in support of the Swim Center's pump room and water treatment systems; and

WHEREAS, on June 16, 2026, the City Council adopted Resolution No. 2026-41 authorizing the purchase of goods and on-call services from KSI in an amount not to exceed \$105,000 for Fiscal Year 2026-27; and

WHEREAS, certain critical Swim Center equipment, including the BECSys Chemical Controllers, PNMTS Carbon Dioxide Injection System, and Smart Pump system, are proprietary KSI products for which KSI is uniquely qualified to provide parts, repairs, and technical support; and

WHEREAS, the proposed agreement includes the purchase and delivery of pool chemicals, equipment, and replacement parts, many of which are available through Sourcewell Contract No. 012226-AQUA, a competitively solicited cooperative purchasing contract awarded to KSI on February 23, 2026; and

WHEREAS, the City's Procurement Policy authorizes the acquisition of equipment and supplies through competitively solicited cooperative purchasing contracts awarded by other public agencies; and

WHEREAS, staff has determined that entering into a General Services Agreement with KSI is in the best interests of the City based on KSI's specialized expertise, proprietary equipment, emergency response capabilities, and participation in Sourcewell Contract No. 012226-AQUA; and

WHEREAS, the proposed agreement provides for quarterly preventative maintenance, on-call repair services, and the purchase of pool chemicals, equipment, and parts in Fiscal Year 2026-27 for an amount not-to-exceed \$105,000 and allows for up to three additional one-year extensions for a total four-year contract not-to-exceed amount of \$487,305, and includes potential adjustment based on Consumer Price Index data as set forth below.

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

- 1) Determines that awarding a General Services Agreement to Knorr Systems, Inc. without a separate competitive bidding process is justified based on the proprietary nature of certain equipment, KSI's specialized expertise, and the availability of goods through Sourcewell Contract No. 012226-AQUA; and
- 2) Authorizes the City Manager to execute a contract with Knorr Systems, Inc. for the purchase of goods and services for a term of four (4) years, commencing July 1, 2026, through June 30, 2030, in an annual not-to-exceed amount of \$105,000 for Fiscal Year 2026-27 and a total contract not-to-exceed amount of \$487,305 over the full contract term. For each renewal term, annual compensation adjustments shall be limited to the Consumer Price Index (CPI), All Items, San Francisco-Oakland-Hayward Area, or successor index unless the contractor provides documentation supporting additional cost increases acceptable to the City. In such cases, the City Manager may approve an annual adjustment greater than CPI, provided the total annual adjustment does not exceed ten percent (10%). Any annual adjustment exceeding ten percent (10%) shall require City Council approval. All future fiscal year expenditures are subject to annual budget approval and shall not exceed the City Council-approved budget amounts.

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

I CERTIFY that at a regular meeting on August 18, 2026 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

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

Holly M. Charl  ty, City Clerk

APPROVED:

Gabe Quinto, Mayor

GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF EL CERRITO AND KNORR SYSTEMS

This agreement for General Services ("Agreement") is entered into on July 1, 2026 (the "Effective Date") between the CITY OF EL CERRITO, a municipal corporation, with offices located at 10890 San Pablo Avenue, El Cerrito, California ("City") and Knorr Systems ("Contractor") (together sometimes referred to as the "Parties").

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

- 1.1 Term of Services.** This Agreement shall begin on the Effective Date and shall end June 30, 2027, unless the term of the Agreement is otherwise terminated or modified, as provided for herein. The term of the agreement shall be extended for up to three (3) additional one (1) year terms with the extensions to commence upon the expiration of the initial term or any extended term unless the City notifies Contractor in writing at least thirty (30) days before the end of the initial term or any extended term of its intent to terminate the agreement at the conclusion of the initial term or any extension. Funding for services beyond June 30, 2027 will be included in future City budgets, but is subject to City Council approval of annual appropriations.
- 1.2 Standard of Performance.** Contractor shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services in connection with this Agreement.
- 1.4 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor. In the event of termination, Contractor shall be entitled to compensation for services satisfactorily completed as of the date of written notice of termination; City, however, may condition payment of such compensation upon Contractor delivering to City documents and records identified in Section 10.1 of this Agreement.

Section 2. COMPENSATION. City hereby agrees to pay Contractor for the Scope of Services, whether by fixed price, hourly rates subject to a fixed rate schedule, pursuant to the fee schedule attached as Exhibit A, which is incorporated herein. Total compensation for work performed under this Agreement, NOT TO EXCEED \$105,000.00 in Fiscal Year 2026-27. Beginning July 1, 2027, upon request in writing by the Contractor, Contractor's compensation may be adjusted annually by an amount not to exceed the percentage increase in the prior twelve (12) month average of the Consumer Price Index (CPI), All Items, San Francisco-Oakland-Hayward Area (Series CUURS49BSAO or equivalent). If Contractor experiences documented increases in labor, materials, equipment, tariffs, supply chain costs, insurance, or other operating expenses that exceed the CPI adjustment, Contractor may request an additional adjustment. Any

such request shall be submitted in writing with supporting documentation demonstrating the basis for the increase. The City may, in its sole discretion, approve an adjustment greater than the CPI-based increase; however, in no event shall the total annual adjustment, inclusive of the CPI base adjustment, exceed ten percent (10%) without approval by the City Council through a contract amendment. Contractor shall notify the City by May 1 of each year of the proposed adjustment for the following year. No adjustment shall take effect unless approved in writing by the City.

- 2.1 Invoices.** Contractor shall submit invoices once a month, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Contractor shall have ninety (90) days after the completion of work to invoice City for all amounts due and outstanding under each governed by this Agreement. In the event, Contractor fails to invoice City for all amounts due within such ninety (90) day period, Contractor shall waive its right to collect payment from City.
- 2.2 Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.
- 2.3 Reimbursable Expenses.** No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the scope of services and fee schedule (Exhibit A).
- 2.4 Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

Section 3. CHANGES AND EXTRA SERVICES.

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

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

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

- 5.1 **Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than One Million Dollars (\$1,000,000.00) per accident.
- 5.2 **Commercial General and Automobile Liability Insurance.** Contractor shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. The City shall be named as an additional insured and insurance shall provide primary coverage with respect to the City by written endorsement to the policy.
- 5.3 **General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.
- 5.4 **Professional Liability Insurance.** (Required for all Licensed Contractors performing design work) Contractor shall maintain professional liability insurance for licensed professionals performing work in connection with this Agreement in an amount not less than One Million Dollars (\$1,000,000.00) covering the licensed professionals' errors and

omissions. Any deductible or self-insured retention shall not exceed Two Hundred Fifty-Thousand Dollars (\$250,000.00) per claim.

5.5 All Policies Requirements.

5.5.1 Verification of Coverage. Prior to beginning any work under this Agreement, Contractor shall, at the sole option of the City, provide City with (1) certified Certification of Insurance that demonstrates compliance with all applicable insurance provisions contained herein; and (2) upon request by the City, complete certified copies of all policies and/or complete certified copies of all endorsements that demonstrate compliance with this Section 5.

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

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

Section 6. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

6.1 To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnities") from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City in writing. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall have been determined to apply.

6.2 PERS Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

6.3 Design Professionals. Notwithstanding Sections 6.1 and 6.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Contractor's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

6.4 Construction Contracts. Notwithstanding Sections 6.1 and 6.2, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

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

Section 8. LEGAL REQUIREMENTS.

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

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

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

8.4 Nondiscrimination and Equal Opportunity. In compliance with federal, state and local laws, Contractor shall not discriminate, on the basis of a person's race, religion, color,

national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

- 8.5 Work Requiring Payment of Prevailing Wages.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. Copies of such prevailing rate of per diem wages can be found at the following website: <https://protect-us.mimecast.com/s/RKorBEh6zVmC7?domain=dir.ca.gov>.

All contractors and subcontractors who bid or work on a public works project over amounts specified under California Labor Code Section 1725.5(f) must register and pay an annual fee to Department of Industrial Relations (DIR) pursuant to California Labor Code section 1725.5. Information regarding DIR registration can be found at the following website: <https://protect-us.mimecast.com/s/vIRgBQH298rik?domain=dir.ca.gov>.

Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 9. MODIFICATION.

- 9.1 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 9.2 Assignment.** Contractor may not assign this Agreement or any interest therein without the prior written approval of the City.
- 9.3 Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City. Where written approval is granted by the City, Contractor shall supervise all work subcontracted by Contractor in performing the Services; shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work; the subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Services; and Contractor is obligated to ensure that any and

all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 5, to City's satisfaction.

9.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

9.5 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

9.5.1 Immediately terminate the Agreement;

9.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor in accordance with this Agreement;

9.5.3 Retain a different Contractor to complete the Services not finished by Contractor;
or

9.5.4 Charge Contractor the difference between the costs to complete the work at the time of breach and the amount that City would have paid Contractor in accordance with Section 2 if Contractor had completed the Work.

Section 10. KEEPING AND STATUS OF RECORDS.

10.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the City.

10.2 **Contractor's Books and Records.** Contractor shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

10.3 **Confidential Information and Disclosure.** During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party (the "Receiving Party"). The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Contractor understands that City is a public City and is subject to the laws that may compel it to disclose information about Contractor's business.

Section 11. WARRANTY.

11.1 In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Services (including but not limited to all equipment and materials supplied

in connection therewith) shall be free from defects in design and workmanship, and that Contractor shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. Contractor further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, Contractor shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement. In addition to all other rights and remedies which City may have, City shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor's failure to perform any Services in accordance with the standards required by this Agreement. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by Contractor under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable notice from City, replace or repair the same to City's satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by Contractor in the performance of the Services shall be new and best of kind.

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

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

- 12.1** Contractor will be responsible for acquiring job hazard assessments as necessary to safely perform all duties of each Project and provide a copy to City upon request.
- 12.2** Contractor will be responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of Project and provide copies of the certified training records upon request by City. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** City, or their representatives, shall periodically monitor the safety performance of the Contractor working on the Project. All Contractors and their subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged,

understood, and agreed that no payment shall be due from City to Contractor under this Agreement at any time when, or for any Services performed when, Contractor is not in full compliance with this Section 10.

- 12.5 Contractor shall immediately report any injuries to the City site safety representative. Additionally, the Contractor shall investigate and submit to the City site safety representative copies of all written accident reports, and coordinate with City if further investigation is requested.
- 12.6 Contractor shall take all reasonable steps and precautions to protect the health of their employees and other site personnel with regard to their Scope of Services. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the City site safety representative upon request.
- 12.7 Contractor shall develop a plan to properly handle and dispose of all hazardous wastes they generate within the Scope of Services.
- 12.8 Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Project.
- 12.9 Contractor shall, at the sole option of the City develop and provide to the City a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials to include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect.

13.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

13.5 Contract Administration. This Agreement shall be administered by the City Manager or his designee, who shall act as the City's representative. All correspondence shall be directed to or through the representative.

13.6 Notices.

Any written notice to Contractor shall be sent to:

Jane Allison
Heritage Pool Supply Group, Inc.
PO Box 71175
Charlotte, NC 28272-1175

Any written notice to City shall be sent to:

Beth Frazer
City of El Cerrito
7007 Moeser Lane
El Cerrito, CA 94530

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

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

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

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

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

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

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

CITY OF EL CERRITO

CONTRACTOR

Date: _____

Date: _____

Karen Pinkos, City Manager

Jane Allison, Sr. Service Agreement Administrator

Attest:

Holly Chartely
City Clerk

Approved as to Form:

Sky Woodruff
City Attorney

EXHIBIT A

SCOPE OF SERVICES AND FEE SCHEDULE

Quarterly Scheduled Maintenance Scope of Services & Fee Schedule

2026 KSI Unscheduled Maintenance Labor Rates (NorCal) & Scope of Services

City of El Cerrito Pool Chemicals Scope of Services & Fee Schedule



AGENDA BILL

Agenda Item No. 8.A.

Date: August 18, 2026
To: El Cerrito City Council
From: Shannon Bassi, Human Resources Manager, City Manager's Office
Subject: Adoption of Memorandum of Understandings between the City of El Cerrito and the El Cerrito Public Safety Management Association - Police Chief Unit and Fire Chief Unit

ACTION PROPOSED

Adopt a resolution approving agreements between the City of El Cerrito and the El Cerrito Public Safety Management Association - Police Chief Unit (PSMA - Police Chief Unit) and Fire Chief Unit (PSMA - Fire Chief Unit) modifying language on salaries and benefits and creating new Memorandums of Understanding, amending the City's salary schedule, and appropriating additional funds from the General Fund unassigned balance for FY 2026-27 in the amount of \$71,643 for increased salary costs.

BACKGROUND/ANALYSIS

The City's Fire Chief and Police Chief classifications belong to the Public Safety Management Association (PSMA) bargaining group. On July 19, 2022, through [Resolution 2022-59](#), the City Council approved a three-year agreement with PSMA - Fire Chief, making the current Memorandum of Understanding effective August 8, 2022 through June 30, 2025. On October 18, 2016, through Resolution [2016-78](#), the City Council approved a five-year agreement with PSMA - Police Chief. An amendment was approved on July 20, 2021, through Resolution [2021-42](#), which extended the agreement through June 30, 2025, and included salary modifications, concessions, and additional employee retirement contributions.

The City and PSMA have negotiated in good faith and the following is a summary of the agreement with the Public Safety Management Association for both the Fire Chief and Police Chief units:

Duration: Both agreements will be effective July 1, 2025 through June 30, 2030.

Salary:

- Eliminated the Control Point Salary System and established a clear bottom and top salary amounts to represent the salary grade range for the Fire Chief and Police Chief. This action is in alignment with the changes made to the Management and Confidential Resolution through Resolution [2025-37](#), approved by the City Council on June 4, 2025.
- Effective the first full pay period in each July 2025, July 2026, July 2027, July 2028, and July 2029, the Fire Chief and Police Chief shall receive a 3.0% salary increase, also known as a Cost of Living Adjustment (COLA).

- The chart below represents the proposed salary grade range for both the Fire and Police Chief:

	Monthly Bottom Step	Monthly Top Step
July 2025	\$18,752	\$23,440
July 2026	\$19,765	\$24,706
July 2027	\$20,832	\$26,040
July 2028	\$21,955	\$27,444
July 2029	\$23,145	\$28,931

- Additional miscellaneous changes were agreed upon to clarify sections pertaining to Tuition Reimbursement, Vacation Cash-Out, Bereavement, Uniform Allowance payment, Birthday/Floating Holidays, Flexible Benefits Plan, and Auto Allowance.
- Effective the first full pay period at the start of the MOU, the Fire Chief's Education Incentive shall increase from 5.5% to 7.5% in recognition of his doctorate degree.

STRATEGIC PLAN CONSIDERATIONS

This action supports the [City's Strategic Plan Goal\(s\)](#) of:

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

ENVIRONMENTAL CONSIDERATIONS

This section is not applicable to this agenda item.

FINANCIAL CONSIDERATIONS

For the Police Chief, the total increase in cost for the contract is \$7,946 for FY 2025-26, \$18,001 for FY 2026-27, and \$25,408 in FY 2027-28. For the Fire Chief, the total increase in cost for the contract is \$17,989 for FY 2025-26, \$27,707 for FY 2026-27, and \$34,734 in FY 2027-28. Most of these costs were budgeted in the recently adopted budget for FY 2026-27, however staff is requesting additional appropriation authority from the General Fund unassigned balance for FY 2026-27 in the amount of \$71,643. This amount includes both the increased costs associated with FY 2026-27, as well as costs associated with FY 2025-26 due to the timing of approval of the new contract.

The increased cost for FY 2028-29 and FY 2029-30 will be incorporated into the next Biennial Budget process and formally adopted annually by the City Council in 2028 and 2029.

There are no costs associated with the modification of the uniform allowance payment schedule, clarification of the Auto Allowance language, updates to the Tuition Reimbursement, Birthday and Floating Holiday language, or the update to the Flexible Benefits Plan language to reference the “lowest cost” plan.

LEGAL CONSIDERATIONS

The City Attorney has reviewed the resolution and MOU and found that legal considerations have been addressed.

Reviewed by:

A handwritten signature in blue ink, appearing to read 'Karen Pinkos', is shown above the printed name.

Karen Pinkos, City Manager

Attachments:

1. Resolution
2. Exhibit A to Resolution (Police Chief)
3. Exhibit B to Resolution (Fire Chief)
4. Exhibit C to Resolution (Salary Ranges 2025-2030)

RESOLUTION 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO APPROVING AGREEMENTS BETWEEN THE CITY OF EL CERRITO AND THE EL CERRITO PUBLIC SAFETY MANAGEMENT ASSOCIATION – POLICE CHIEF UNIT (PSMA – POLICE CHIEF UNIT) AND FIRE CHIEF UNIT (PSMA – FIRE CHIEF UNIT) MODIFYING LANGUAGE ON SALARIES AND CREATING NEW MEMORANDUMS OF UNDERSTANDING, AMENDING THE SALARY SCHEDULE, AND APPROVING APPROPRIATIONS OF FISCAL YEAR 2026-27 UNASSIGNED FUND BALANCE

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

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

WHEREAS, the City has recognized four bargaining units within the Public Safety Management Association as follows: Police Management, Police Chief, Battalion Chief, and Fire Chief.

WHEREAS, representatives of the City of El Cerrito and the El Cerrito Public Safety Association – Police Chief Unit and Fire Chief Unit have met and conferred in good faith; and

WHEREAS, the City of El Cerrito and the El Cerrito Public Safety Association – Police Chief Unit and Fire Chief Unit representatives have reached agreement regarding matters within the scope of representation, including wages, hours and other terms and conditions of employment; and

WHEREAS, upon approval of this agreement, the parties will finalize updated MOUs which incorporate all previous side letters between the City and El Cerrito Public Safety Association – Police Chief Unit and Fire Chief Unit.

NOW, THEREFORE, BE IT RESOLVED, that the El Cerrito City Council hereby adopts the Agreements, attached hereto and incorporated by reference as Exhibit A, between the City of El Cerrito and the El Cerrito Public Safety Association – Police Chief Unit, and Exhibit B, between the City of El Cerrito and the El Cerrito Public Safety Association – Fire Chief Unit, modifying salaries; directs the parties to finalize updated Memorandum of Understandings (MOUs); and directs the City Manager to execute the agreements.

BE IT FURTHER RESOLVED that the City Council approves the proposed salary grade ranges for the Police Chief and the Fire Chief for fiscal years 2025-26 through 2029-30 to incorporate changes to salaries, attached hereto as Exhibit C and incorporated herein.

BE IT FURTHER RESOLVED that the City Council appropriates \$71,643 from the General Fund unassigned balance for FY 2026-27 for increased salary costs.

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

I CERTIFY that at a regular meeting on August 18, 2026 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

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

Holly M. Charléty, City Clerk

APPROVED:

Gabe Quinto, Mayor

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

~~October 18~~ July 1, 2016 ~~25~~ to June 30, 2030~~25~~

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL CERRITO
AND
PUBLIC SAFETY MANAGEMENT ASSOCIATION - POLICE CHIEF**

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

This Memorandum of Understanding shall be presented to the City Council as a joint recommendation of the undersigned for salary, fringe benefits and other working conditions and shall be in full force and effect at such date as herein prescribed, upon ratification by both the City Council and affected member of the Public Safety Management Association - Police Chief. It is expressly understood and agreed to by the parties that this Memorandum of Understanding will automatically terminate and be of no further legal force or effect if Paul Keith ceases to be the Police Chief for the City of El Cerrito.

City of El Cerrito

**Public Safety Management Association -
Police Chief**

Signature

Date

Signature

Date

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

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

CHAPTER 1- MANAGEMENT EMPLOYEE

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

The Police Chief shall be entitled to those rights contained in the Public Safety Officers Procedural Bill of Rights Act, and specifically to those rights contained in Government Code Section 3304(c). However, such rights shall not be deemed to create a property interest in the job of Police Chief or to make the job of Police Chief other than an at-will position with the City.

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

CHAPTER 2- SALARIES AND BENEFITS

2.1 Salary

~~A. Consistent with El Cerrito City Council Resolution 2014-22 for Management and Confidential Employees, a salary range of 25% above and below the control point of \$15,511 shall be created within which the City Manager may approve salary adjustments of up to 10% per calendar year.~~

~~B. A. Effective the first full pay period in July 2025, the salary of the Police Chief shall no longer be established by El Cerrito City Council Resolution 2014-22 for Management and Confidential Employees. The City shall establish a salary range with a Top Step and Bottom Step for the Police Chief classification. The Bottom Step shall be 25% below the Top Step of the salary range. The incumbent of the Police Chief classification may be placed anywhere within the established salary range. Effective the first full pay period after adoption by the City Council, the Police Chief shall receive a monthly salary of \$15,344. Effective the first full pay period in July 2025, the Top Step of the salary range for the Police Chief classification shall be \$23,440 a month.~~

~~C. Effective the first full pay period in July 201725, the Police Chief shall receive a monthly salary of \$23,440. City will increase the salary for the Police Chief by the April to April San Francisco Area Consumer Price Index (CPI). This salary increase will be no less than 2.0% and no more than 4.0%.~~

~~D. Effective the first full pay period of July 202618, the City shall increase the salary for the Police Chief by 3.0%. survey similar cities as those surveyed by the El Cerrito Police Employees Association and establish a new control point for the Police Chief classification.~~

~~A.~~

~~E.B. Effective the first full pay period in July 2027, the City will increase the salary for the Police Chief by 3.0%. 19, the City will increase the salary for the Police Chief by the April to April San Francisco Area Consumer Price Index (CPI). This salary increase will be no less than 2.0% and no more than 4.0%.~~

~~F. Effective the first full pay period in July 2028, the City shall increase the salary for the Police Chief by 3.0%. 0, there shall be no salary increase for the Police Chief.~~

~~C.~~

~~D. Effective the first full pay period in July 202149, the City shall increase the salary for the Police Chief by 23.0%.~~

~~E. Effective the first full pay period in July 2026 the Top Step of the Police Chief's salary range shall be \$24,706.~~

~~F. Effective the first full pay period in July 2027, the Top Step of the Police Chief's salary range shall be \$26,040.~~

~~G. Effective the first full pay period in July 2028, the Top Step of the Police Chief's salary range shall be \$27,444.~~

~~H. Effective the first full pay period in July 2029, the2029, the Top Step of the Police Chief's salary range shall be \$28,931.~~

~~G. The chart below represents the established salary grade range for the Police Chief.~~

	<u>Monthly Bottom Step</u>	<u>Monthly Top Step</u>
<u>July 2025</u>	<u>\$18,752</u>	<u>\$23,440</u>
<u>July 2026</u>	<u>\$19,765</u>	<u>\$24,706</u>
<u>July 2027</u>	<u>\$20,832</u>	<u>\$26,040</u>
<u>July 2028</u>	<u>\$21,955</u>	<u>\$27,444</u>
<u>July 2029</u>	<u>\$23,145</u>	<u>\$28,931</u>

I. The incumbent in the Police Chief classification may be eligible for merit increases with the approval of the City Manager, until their salary equals the Top Step of the Police Chief classification.

~~H. Effective the first full pay period in July 2022, the City will increase the salary for the Police Chief by the April to April San Francisco Area Consumer Price Index (CPI). This salary increase will be no less than 2.0% and no more than 4.0%.~~

~~I. Effective the first full pay period in July 2023, the City will increase the salary for the Police Chief by the April to April San Francisco Area Consumer Price Index (CPI). This salary increase will be no less than 2.0% and no more than 4.0%.~~

~~J. Effective the first full pay period in July 2024, the City will increase the salary for the Police Chief by the April to April San Francisco Area Consumer Price Index (CPI). This salary increase will be no less than 2.0% and no more than 4.0%.~~

2.2 Longevity

The City shall make longevity bonus payments to the Police Chief employed with the City as of the day of the payment as follows:

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

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

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

Effective January 1, 2025, the City shall make the following biweekly longevity payment to the Police Chief:

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

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

2.3 Uniform Allowance

The uniform allowance for the Police Chief is \$1,000 per year. Uniform allowance shall be paid on the first payroll date in December, covering the calendar year beginning the prior January. Such payment shall be by check separate from the normal payroll check. If the Police Chief leaves City employment during the calendar year, the uniform allowance shall be prorated and paid only for months worked in that calendar year.

Effective the first full pay period in July 2025, the uniform allowance shall be paid bi-weekly on the normal biweekly payroll check. The amount of the biweekly uniform allowance shall be \$38.47 per payroll.

2.4 Auto Allowance

The City will supply an automobile to the Police Chief who, in the opinion of the City Manager, requires a City vehicle as an integral part of their work. The City shall be responsible for purchase, replacement, insurance, and maintenance of the automobile. The Police Chief may use the automobile in connection with the performance of the job duties, City business, and for professional growth and development. Additionally, the Police Chief may use the provided automobile for personal reasons due to the Police Chief's on-call status. Alternately, the City will provide a cash allowance of up to \$350 per month in lieu of use of a City automobile.

2.5 Pension Plan Benefits and Reimbursement

The City's contract with the California Public Employees Retirement System (CalPERS) provides the Police Chief with the 3% at Age 50 CalPERS plan. This plan includes the CalPERS single highest year option, service credit for unused sick leave, Pre-Retirement Optional Settlement 2 Death Benefit, 1959 Survivor Benefit Fourth Level, and Retired Death Benefit.

The 3% at age 50 CalPERS Plan has a 9.0% employee contribution. The Police Chief shall make an additional 3.0% contribution to CalPERS for a total employee contribution of 12.0%. Effective the first full pay period in July 2021, the Police Chief shall make an additional 2.0% contribution to CalPERS for a total employee contribution of 14.0%.

2.6 Flexible Benefits Plan

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

- A. With the exception of those employees who choose the "no medical plan" option, the City will contribute an amount equivalent to the lowest cost Kaiser medical plan rate according to dependent status, regardless of which medical plan is chosen. "According to dependent status" means that if an employee is single, the employee shall receive the equivalent to the Kaiser single premium in the employee's flexible spending account. If an employee and a dependent are enrolled in a City medical plan, the employee shall receive the equivalent to the lowest cost Kaiser two-party premium in the employee's flexible spending account. If an employee and more than one dependent are enrolled in a City medical plan, the employee shall receive the equivalent to the lowest cost Kaiser family premium in employee's flexible spending account.
- B. Employee may select one of the following medical plans within their individual Flexible Benefits Plan:
 - Kaiser HMO
 - Alternative HMO
- C. In the event that the employee selects a medical plan which exceeds the City's premium contribution, the employee is responsible to pay the difference through payroll deduction.
- D. In the event that an employee has alternate comprehensive group medical coverage through a spouse's medical plan or some other group medical plan (or legally registered domestic partner's), the employee may select a "no medical plan" option. elect to receive "cash in lieu" of medical coverage after they provide proof of such medical coverage to the Human Resources Department. (Proof of alternate coverage is required.) In this event, the

City shall contribute the ~~S~~seven ~~H~~undred and ~~N~~ninety-three dollars and Eighteen Cents (\$793.18) per month, ~~equivalent to the lowest medical plan (Kaiser) single premium~~ to their Flexible Benefit Plan and the employee may receive this amount in cash, in which case the amount is treated as taxable income, or ~~as per the Citiflex handout~~, the employee may reallocate it toward the purchase of other benefits in the Plan, or a combination of both. The “cash in-lieu benefit amount shall be \$350 per month for: a) Employees hired after December 31, 2020; or b) existing employees who discontinue the City’s medical coverage and opt for “cash in lieu” of medical coverage at a later date as long as they meet the requirements as described above.

E. The employee may contribute salary up to the IRS limits on a pretax basis in order to purchase the following benefits:

- Medical Premiums, Co-Payments, and Deductibles
- Dental Premiums, Co-Payments, and Deductibles
- Un-reimbursed Medical & Dental Expenses
- Dependent Care

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

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

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

2.7 Dental Plan

The City will pay the full cost of employee plus dependent coverage under the Delta Dental Plan.

2.8 Retirement Health Plan

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

2.9 Life Insurance

The City will provide a \$100,000 term life insurance policy for the Police Chief.

2.10 Long-term Disability Insurance

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

2.11 Benefit Status

A. The salary and benefits contained within this Memorandum of Understanding are granted only to the Police Chief if he is in a current pay status. The City shall incur no cost, nor

shall benefits accrue for retirees, survivors, or employees in a non-pay status, unless the employee is granted medical leave of absence or military leave of absence.

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

CHAPTER 3- HOLIDAYS

3.1 Holidays

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

New Year's Day	Labor Day
Dr. M.L. King Jr. Birthday Monday in January)	Veteran's Day (3rd Thanksgiving Day Day after Thanksgiving Christmas Eve Day
President's Day (3rd Monday in February)	Christmas Day ½ Day New Year's Eve
Memorial Day	
Juneteenth (June 19)	
Independence Day (July 4)	

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

3.2 Birthday and Floating Holidays

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

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

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

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

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

3.3 Compensation for Municipal Holidays

A. If the Police Chief is on leave-of-absence without pay, he shall not receive any compensation for holidays occurring during such leave.

B. The Police Chief must be in a pay status on the workday preceding a holiday to be eligible to be compensated for the holiday.

CHAPTER 4- SICK LEAVE, WORKERS' COMPENSATION, FAMILY SICK LEAVE, AND OTHER LEAVES

4.1 Accrual of Sick Leave – Rate

Sick leave shall accrue at the rate of eleven (11) hours and twenty-five (25) minutes per calendar month worked, providing the Police Chief has worked or been on authorized leave with pay for at least ten working days in the month.

4.2 Sick Leave - Maximum Accrual

The maximum accumulation of sick leave is unlimited.

4.3 Activity During Sick Leave

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

4.4 Sick Leave Retirement Benefit

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

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

4.5 On-the-Job Injury

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

4.6 Accrued Sick Leave As Life Insurance

Upon the death of the represented employee, the value of the Police Chief's accrued sick leave, calculated at the Chief's hourly rate, shall be paid to the employee's estate or designated beneficiary.

4.7 Family Sick Leave

Under Labor Code Section 233, employees may utilize accrued sick leave to care for an ill

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

4.8 Bereavement Leave

The Police Chief is entitled to time off with pay when there is a death or anticipated death in the immediate family. Bereavement leave shall not exceed five (5) consecutive workdays when death is anticipated. Bereavement leave after death shall not exceed that period of time between death and the day of the funeral, providing the funeral is held within five workdays following death. Additional time may be granted and charged as sick leave when, in the opinion of the City Manager, unusual circumstances identify the need for additional time off.

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

4.9 Administrative Leave

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

4.10 Family and Medical Leave

Pursuant to State and Federal law, the City will provide family and medical care leave for eligible employees. The City Family Care and Medical Leave policy sets forth employees' rights and obligations with respect to such leave. Rights and obligations which may not be specifically set forth in the City's policy are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA") and the regulations of the California State Pregnancy Disability Act and the California Fair Employment and Housing Commission implementing the California Family Rights Act ("CFRA") (Government Code Section 12945.2). Unless otherwise provided by the City's policy or this Memorandum of Understanding, "Leave" under this article shall mean leave pursuant to the FMLA.

CHAPTER 5 – VACATION

5.1 Eligibility

The Police Chief shall be eligible to take accrued vacation.

5.2 Scheduling

The scheduling of annual vacation leave and the amount to be taken at any one time shall be determined by the Police Chief, subject to City Manager approval, in accordance with departmental regulations and with regard for the needs of the City and the preference of the employee.

5.3 Vacation at Termination

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

5.4 Effect of Extended Military Leave

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

5.5 Sick Leave During Vacation

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

5.6 Vacation Cap

The vacation cap shall be two (2) times the employee's annual vacation accrual rate. Thereafter, at any time an employee reaches the maximum accrual, the employee will cease accruing vacation hours until such time as the balance falls below the cap. No employee will be allowed to accrue vacation hours above the cap, unless an employee has a work related injury and is on leave pursuant to Labor Code Section 4850.

5.7 Vacation Cash-Out

Employees may annually cash-out up to ~~16 days (128 hours)~~ of vacation provided that they have taken a minimum of ~~16~~128 vacation ~~days—hours~~(or administrative leave) ~~for management employees~~ in the previous fiscal year and maintain a vacation balance of 40.0 hours at the time of vacation cash out. Employees may elect to cash-out a maximum of two (2) times annually and each cash-out request must be a minimum of ~~8 days (64 hours)~~. All irrevocable vacation cash-out requests must be in writing and submitted to Human Resources no later than December 15 of the calendar year before the calendar year in which the employee wishes to cash-out vacation leave. The notice shall indicate how many vacation leave hours the employee wishes to cash-out the following year. The amount requested cannot exceed the amount stated above. An employee can cash-out during the months of May and December. All requests must be in writing to the Human Resources ~~Manager~~ for initial review with final approval by the City Manager or their designee.

5.8 Accrual

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

Vacation Benefit

Hrs. Earned/Year

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

CHAPTER 6- WORK SCHEDULE

6.1 Workweek

The workweek for the Police Chief is as required by the City. The normal workday is from 8:00 a.m. to 5:00 p.m.

CHAPTER 7- EDUCATION BENEFITS

7.1 Tuition Refund Plan

The Police Chief is eligible for educational cost reimbursement up to a maximum of ~~\$4,003,5000~~ per year for work-related studies at a recognized college, university, or professional school. Course content should relate to one of the following:

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

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

7.2 Education Incentive Program

Effective July the first full pay period in July 2021, the Police Chief shall receive a differential of five and one-half percent (5.5%) of base pay in recognition of completion of the requirements to obtain a master's degree.

Effective the first full pay period in January 2022, the Police Chief shall receive a differential of six percent (6%) of base pay in recognition of completion of the requirements to obtain a master's degree. This is due to the benefit language relationship set forth within the El Cerrito Police Employees' Association MOU.

CHAPTER 8- MISCELLANEOUS POLICIES FOR THE POLICE CHIEF

8.1 Continuing Education

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

8.2 Membership

It is the policy of the City to provide paid membership in approved professional associations for management employees, including the Police Chief. This policy shall include publications associated with membership and other educational materials as may be approved.

8.3 Conferences

It is the policy of the City that each management employee, including the Police Chief, attend (as a member) a professional conference of his or her peers each year at City expense;

however, travel outside the state of California may be discouraged in the event of budgetary constraints.

8.4 Benefit Relationship to Rank and File

If new or deleted material benefits and/or cost sharing mechanisms are agreed to with the Police Employees' Association or the Public Safety Management Association, they would apply to the Police Chief.

CHAPTER 9
TERM

9.1 Term

This Memorandum of Understanding shall be in full force and effect at such date as adopted by the City Council until June 30, 203025.

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

~~August 8~~July 1, 20225 through June
30, 2030~~25~~

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

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

This Memorandum of Understanding shall be presented to the City Council as a joint recommendation of the undersigned for salary, fringe benefits, and other working conditions for the period beginning ~~August 8~~July 1, 202~~25~~24 and shall be in full force and effect at such date as herein prescribed, upon ratification by both the City Council and affected member of the Public Safety Management Association - Fire Chief. Unless sooner terminated, as provided in this Memorandum of Understanding, the terms and conditions of this agreement shall remain in force until adoption of a successor agreement. Any other term of this Memorandum of Understanding notwithstanding, either party may terminate this Memorandum of Understanding effective on or after June 30, 20~~25~~30, with 30 days minimum written notice.

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

City of El Cerrito

**Public Safety Management Association -
Fire Chief**

Signature

Date

Signature

Date

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

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

CHAPTER 1- MANAGEMENT EMPLOYEE

- 1.1 Subject to the provisions of this agreement, The Fire Chief is an at-will employee who serves at the discretion of the City Manager. Pursuant to Section 3.10.020 of the El Cerrito Municipal Code, the Fire Chief is not entitled to any of the rights or protections of the City’s civil service system.

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

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

CHAPTER 2- SALARIES AND BENEFITS

2.1 Salary

~~A. Consistent with the Memorandum of Understanding for the Public Safety Management Association – Battalion Chief Unit, a salary range of 25% above and below the control point of \$19,122 shall be created within which the City Manager may approve salary adjustments of up to 10% per calendar year.~~

~~B.A. Effective the first full pay period in July 2025, the salary of Fire Chief shall no longer be established by El Cerrito City Council Resolution 2014-22 for Management and Confidential Employees. The City shall establish a salary range with a Top Step and Bottom Step for the Fire Chief Classification. The bottom step shall be 25% below the Top Step of the salary range. The incumbent of the Fire Chief classification may be placed anywhere within the established salary range. Effective the first full pay period in July 2025 the Top Step of the Salary Range for the Fire Chief classification shall be \$23,440 a month. Effective August 8, 2022, the Fire Chief will receive a monthly salary of \$19,122.~~

~~C. Effective the first full pay period in July 2023, the City will increase the salary for the Fire Chief by the April to April San Francisco Area Consumer Price Index (CPI). This salary increase will be no less than 2.0% and no more than 4.0%.~~

- A. Effective the first full pay period in July 2026, the City will increase the salary for the Fire Chief by 3.0%.
- B. Effective the first full pay period July 2027, the City will increase the salary for the Fire Chief by 3.0%.
- C. Effective the first full pay period in July 2028, the City will increase the salary for the Fire Chief by 3.0%.
- D. Effective the first full pay period in July 2029, the City will increase the salary for the Fire Chief by 3.0%.
- E. Effective the first full pay period in July 2026, the Top Step of the Fire Chief's salary range shall be \$24,706.
- F. Effective the first full pay period in July 2027, the Top Step of the Fire Chief's salary range shall be \$26,040.
- G. Effective the first full pay period in July 2028, the Top Step of the Fire Chief's salary range shall be \$27,444.
- H. Effective the first full pay period in July 2029, the Top Step of the Fire Chief's salary range shall be \$28,931.

The chart below represents the established salary grade range for the Fire Chief.

	<u>Monthly Bottom Step</u>	<u>Monthly Top Step</u>
<u>July 2025</u>	<u>\$18,752</u>	<u>\$23,440</u>
<u>July 2026</u>	<u>\$19,765</u>	<u>\$24,706</u>
<u>July 2027</u>	<u>\$20,832</u>	<u>\$26,040</u>
<u>July 2028</u>	<u>\$21,955</u>	<u>\$27,444</u>
<u>July 2029</u>	<u>\$23,145</u>	<u>\$28,931</u>

- I. The incumbent in the Fire Chief classification may be eligible for merit increases with the approval of the City Manager, until their salary equals the Top Step of the Fire Chief classification.

~~D. Effective the first full pay period in July 2024, the City will increase the salary for the Fire Chief by the April to April San Francisco Area Consumer Price Index (CPI). This salary increase will be no less than 2.0% and no more than 4.0%.~~

~~E.—~~

F.

2.2 Uniform Allowance

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

Effective the first full pay period in July 2025, the uniform allowance shall be paid bi-weekly on the normal biweekly payroll check. The amount of the biweekly uniform allowance shall be \$27.89 per payroll.

2.3 Auto Allowance

The City will supply an automobile to the Fire Chief who, in the opinion of the City Manager, requires a City vehicle as an integral part of their work. The City shall be responsible for purchase, replacement, insurance, and maintenance of the automobile. The Fire Chief may use the automobile in connection with the performance of the job duties, City business, and for professional growth and development. Additionally, the Fire Chief may use the provided automobile for personal reasons due to the Fire Chief's on-call status. Alternately, the City will provide a cash allowance of up to \$350 per month in lieu of use of a City automobile.

2.4 Pension Plan Benefits and Reimbursement

- ☐ The City's contract with the California Public Employees Retirement System (CalPERS) provides the Fire Chief with the 3% at Age 50 CalPERS plan. This plan includes the CalPERS single highest year option, service credit for unused sick leave, Pre-Retirement Optional Settlement 2 Death Benefit, 1959 Survivor Benefit Fourth Level, and Retired Death Benefit.
- ☐ The 3% at age 50 CalPERS Plan has a 9.0% employee contribution. The Fire Chief shall make an additional 5.0% contribution to CalPERS for a total employee contribution of 14.0%.

2.5 Flexible Benefits Plan

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

- A. With the exception of the employee who chooses the "no medical plan" option, the City will contribute an amount equivalent to the lowest cost ~~(currently Kaiser)~~ medical plan rate according to dependent status regardless of which medical plan is chosen. "According to dependent status" means that if an employee is single the employee shall receive the equivalent to the lowest cost (currently Kaiser) single premium in employee's flexible spending account. If the employee and a dependent are enrolled in a City medical plan, the employee shall receive the equivalent to the lowest cost ~~(currently Kaiser)~~ two-party premium in employee's flexible spending account. If the employee and more than one dependent are enrolled in a City medical plan, the employee shall receive the equivalent to the lowest cost ~~(currently Kaiser)~~ family premium in employee's flexible spending account.
- B. The employee may select one of the following medical plans within their individual Flexible Benefits Plan:
 - HMO Kaiser (S)

- Alternative HMO

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

D. In the event that the employee has alternate comprehensive group medical coverage through a spouse's medical plan or some other group medical plan (or legally registered domestic partner's), the employee may select a "no medical plan" option. (Proof of alternate coverage is required.) In this event, the City shall contribute seven hundred and ninety-three dollars and eighteen cents (\$793.18) per month the equivalent to the single Kaiser medical premium to their Flexible Benefit Plan and the employee may receive this amount in cash, in which case the amount is treated as taxable income, or as per the Citiflex handout; the employee may reallocate it toward the purchase of other benefits in the Plan, or a combination of both. The "cash in-lieu benefit amount shall be \$350 per month for: a) Employees hired after December 31, 2020; or b) existing employees who discontinue the City's medical coverage and opt for "cash in lieu" of medical coverage at a later date as long as they meet the requirements as described above.

~~D.~~

E. The employee may contribute salary up to the IRS limits on a pretax basis in order to purchase the following benefits:

- Medical Premiums, Co-Payments, and Deductibles
- Dental Premiums, Co-Payments, and Deductibles
- Un-reimbursed Medical & Dental Expenses
- Dependent Care

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

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

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

2.6 Dental Plan

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

2.7 Retirement Health Plan

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

B. Post-Employment Health Plan Retiree Medical:

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

2.8 Life Insurance

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

2.9 Long-term Disability Insurance

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

2.10 Benefit Status

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

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

2.11 California Fire Service and Rescue Emergency Mutual Aid

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

CHAPTER 3- HOLIDAYS

3.1 Holidays

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

New Year's Day
Dr. M.L. King Jr. Birthday
(3rd Monday in January)
President's Day
(3rd Monday in February)
Memorial Day

Juneteenth (June 19)
Year's Eve Independence Day (July 4)

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
½ Day New

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

3.2 Birthday and Floating Holidays

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

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

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

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

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

3.3 Compensation for Municipal Holidays

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

CHAPTER 4- SICK LEAVE, WORKERS' COMPENSATION, FAMILY SICK LEAVE, AND OTHER LEAVES

4.1 Accrual of Sick Leave – Rate

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

4.2 Sick Leave - Maximum Accrual

The maximum accumulation of sick leave is unlimited.

4.3 Activity During Sick Leave

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

4.4 Sick Leave Retirement Benefit

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

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

4.5 On-the-Job Injury

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

4.6 Unused Sick Leave Upon Death

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

4.7 Family Sick Leave

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

4.8 Bereavement Leave

The Fire Chief is entitled to time off with pay when there is a death or anticipated death in the immediate family. Bereavement leave shall not exceed five (5) consecutive [workdays](#) when death is anticipated. Bereavement leave after death shall not exceed that period of time between death and the day of the funeral, providing the funeral is held within five [workdays](#) following death. Additional time may be granted and charged as sick leave when, in the opinion of the City Manager, unusual circumstances identify the need for additional time off.

Immediate family is defined as spouse, domestic partner, child, parent, parent-in-law, sister, brother, sister-in-law, brother-in-law, grandparent, spouse's grandparent, grandchild, son-in-law, daughter-in-law, [aunt](#), [uncle](#), or any other relative of the employee or employee's spouse residing in the same household, or who has resided with the employee in the same household for three or more years. In cases where death has

occurred involving someone other than the immediate family, the City Manager shall make the decision as to qualification for bereavement leave.

4.9 Administrative Leave

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

4.10 Family and Medical Leave

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

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

CHAPTER 5- VACATION

5.1 Eligibility

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

5.2 Scheduling

The scheduling of annual vacation leave and the amount to be taken at any one time shall be determined by the Fire Chief, subject to City Manager approval, in accordance with departmental regulations and with regard for the needs of the City and the preference of the employee.

5.3 Vacation at Termination

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

5.4 Effect of Extended Military Leave

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

5.5 Sick Leave During Vacation

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

5.6 Vacation Cap and Implementation

A. Vacation Cap

The vacation cap shall be two (2) times the employee's annual vacation accrual rate.

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

B. Implementation

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

5.7 Separate Vacation Bank

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

5.85.7 Vacation Cash-Out

Employees may annually cash-out up to ~~16 days (128 hours)~~ of vacation provided that they have taken a minimum of ~~16-128~~ vacation ~~days-hours~~ (or administrative leave) ~~for management employees~~ in the previous fiscal year and maintain a vacation balance of 40.0 hours at the time of vacation cash out. Employees may elect to cash-out a maximum of two (2) times annually and each cash-out request must be a minimum of ~~8 days (64 hours)~~. Employees must reduce their separate vacation bank first when cashing out vacation. All irrevocable vacation cash-out requests must be in writing and submitted to Human Resources no later than December 15 of the calendar year before the calendar year in which the employee wishes to cash-out vacation leave. The notice shall indicate how many vacation leave hours the employee wishes to cash-out the following year. The amount requested cannot exceed the amount stated above. An employee can cash-out during the months of May and December. All requests must be in writing to ~~the~~ Human Resources Manager for initial review with final approval by the City Manager or their designee.

~~If an employee wants to request an irrevocable vacation cash-out, they must provide written notice to the Human Resources Manager, or designee, no later than July 1 of the fiscal year before the fiscal year in which the employee wishes to cash-out vacation leave. The amount requested cannot exceed the amount stated above. An employee can cash-out during the months of May and December. The notice shall indicate how many vacation leave hours the employee wishes to cash-out the following year.~~

5.95.8 Accrual

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

Vacation Benefit

Hrs. Earned/Year	
<u>Service</u>	<u>(40-hour week)</u>
Accrue during 1st year	88
2-3	96
4	104
5	112

6-7	120
8-9	128
10-11	136
11	136
12-13	144
14-15	152
16-17	160
18-19	168
20	176
21	184
22	192
23	200
24	208
25	216
26	224
27	232
28	240
29	248
30	256
31	264
32	272
33	280
34	288

CHAPTER 6- WORK SCHEDULE

6.1 Workweek

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

CHAPTER 7- EDUCATION BENEFITS

7.1 Tuition Refund Plan

The Fire Chief is eligible for educational cost reimbursement up to a maximum of ~~\$1,000~~\$3,500 per fiscal year for work-related studies at a recognized college, university or professional school with the approval of the City Manager. Course content should relate to one of the following:

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

Procedures for obtaining reimbursement and limitations regarding reimbursement may be

found in the City of El Cerrito administrative procedure on educational expense reimbursement.

CHAPTER 8- MISCELLANEOUS POLICIES FOR THE FIRE CHIEF

8.1 Education Incentive Program

Effective ~~July 1, 2025, the first full pay period after start date~~, the Fire Chief shall receive a differential of ~~five-seven~~ and one-half percent (~~57.5%~~) of base pay in recognition of completion of the requirements to obtain a ~~master's-doctorate~~ degree.

8.2 Continuing Education

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

8.3 Membership

It is the policy of the City to provide paid membership in approved professional associations for management employees, including the Fire Chief. This policy shall include publications associated with membership and other educational materials as may be approved.

8.4 Conferences

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

8.5 Benefit Relationship to Rank and File

If new ~~or-deleted material~~ benefits, ~~that previously did not exist in the United Professional Firefighters Local 1230 MOU, the City will provide the new benefit-and/or cost sharing mechanisms are agreed to with the Firefighters' Association, they would apply~~ to the Fire Chief.

8.6 Term

This Memorandum of Understanding shall be in full force and effect at such date as adopted by the City Council until June 30, 20~~25~~30.

**PUBLIC SAFETY MANAGEMENT ASSOCIATION (PSMA) (SWORN)
40 HRS/WEEK - CURRENT SALARY RANGES EFFECTIVE 7/7/2024**

JOB CODE	JOB CLASS	BOTTOM1	CONTROL PT2	TOP3
952	FIRE CHIEF (3.8% EFFECTIVE 7/7/2024)	16,514	20,642	25,803
951	POLICE CHIEF (3.8% EFFECTIVE 7/7/2024)	15,265	19,082	23,852

NEW ESTABLISHED SALARY GRADE RANGE EFFECTIVE JULY 6, 2025 (Eliminating Control Point System)

JOB CODE	JOB CLASS	BOTTOM	TOP
952	FIRE CHIEF	18,752	23,440
951	POLICE CHIEF	18,752	23,440

**PUBLIC SAFETY MANAGEMENT ASSOCIATION (PSMA) (SWORN)
40 HRS/WEEK - 3% COLA EFFECTIVE 7/5/2026**

JOB CODE	JOB CLASS	BOTTOM	TOP
952	FIRE CHIEF	19,765	24,706
951	POLICE CHIEF	19,765	24,706

**PUBLIC SAFETY MANAGEMENT ASSOCIATION (PSMA) (SWORN)
40 HRS/WEEK - 3% COLA EFFECTIVE 7/4/2027**

JOB CODE	JOB CLASS	BOTTOM	TOP
952	FIRE CHIEF	20,832	26,040
951	POLICE CHIEF	20,832	26,040

**PUBLIC SAFETY MANAGEMENT ASSOCIATION (PSMA) (SWORN)
40 HRS/WEEK - 3% COLA EFFECTIVE 7/2/2028**

JOB CODE	JOB CLASS	BOTTOM	TOP
952	FIRE CHIEF	21,955	27,444
951	POLICE CHIEF	21,955	27,444

**PUBLIC SAFETY MANAGEMENT ASSOCIATION (PSMA) (SWORN)
40 HRS/WEEK - 3% COLA EFFECTIVE 7/1/2029**

JOB CODE	JOB CLASS	BOTTOM	TOP
952	FIRE CHIEF	23,145	28,931
951	POLICE CHIEF	23,145	28,931



**SUPPLEMENTAL AGENDA MATERIALS
CITY COUNCIL MEETING
August 18, 2026**

**REGULAR CITY COUNCIL MEETING (6:00 PM)
(rev. 8/19/2026)**

**Public Comments (Not on the Agenda and Consent Calendar)
Additional public comments**

**Agenda Item No. 5.A. – Bay Area Rapid Transit (BART) Alternative Service Plan
Presentation
Presentation**

**Agenda Item No. 6.F. – Authorization To Enter Into a General Services Agreement
With Knorr Systems, Inc. for Swim Center Maintenance, On-
Call Services, and Chemicals
Revised draft agreement with exhibits**

From: [No Reply](#)
To: [City Clerk](#)
Subject: Public Comment Submission
Date: Monday, August 17, 2026 10:21:41 PM

This sender is trusted.

Submitted by: Kate Isenberg

Email Address: [REDACTED]

Commented on event: <https://elcerritoca.portal.civicclerk.com/event/1203/overview>

If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: I would like to request greater enforcement of leash laws at public parks in our city. Off-leash dogs are a frequent occurrence on the main lawn at Cerrito Vista Park in the evening, between 5:30pm and 7pm. Many owners throw balls for their dogs over distances of 50-100 feet, or even hit golf balls to them, while dozens of small kids play nearby. Often such owners are on their cell phones, not monitoring their pet's movements. I want to walk my human-friendly, dog-averse senior dog in this park, on-leash, without meeting an off-leash dog, which could injure my pet (or me). I have often asked owners to leash their off-leash dogs in Cerrito Vista Park. Most ignore me or act as if I'm the one with the problem, when it's they who are breaking the law and endangering others. Today I was verbally assaulted for asking a man to leash his dog; he refused and cursed me out. This is unpleasant, unjust, illegal, and hazardous. I have called Animal Control and non-emergency dispatch several times, but to my knowledge no officer has ever followed up. So people break the law with impunity and mean-spiritedness. Can't we do better to enforce leash laws in our parks, so that those of us following the law can enjoy them in peace and safety?

From: [No Reply](#)
To: [City Clerk](#)
Subject: Public Comment Submission
Date: Tuesday, August 18, 2026 9:17:04 AM

This sender is trusted.

Submitted by: Rosemary Clark

Email Address: [REDACTED]

Commented on event: <https://elcerritoca.portal.civicclerk.com/event/1203/overview>

If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: As of this morning, the Flock camera nearest my house on Macdonald Ave is still up and appears potentially functional. Flock told the city that the cameras would be down by this date, yet I have heard that only a handful have actually been removed. If Flock cannot uphold even this most basic agreement, we cannot trust their word that the cameras are not recording, so I ask that the city protect residents' privacy and cover the remaining cameras with bags ASAP until the company complies with removal as they have promised. Since they have not complied with their end of the agreement I see no reason why the city should be sticklers about permission to touch the cameras. Thank you for your attention to this matter.

From: [No Reply](#)
To: [City Clerk](#)
Subject: Public Comment Submission
Date: Tuesday, August 18, 2026 6:20:29 PM

This sender is trusted.

Submitted by: Rahul Iyer

Email Address: [REDACTED]

Commented on event: <https://elcerritoca.portal.civicclerk.com/event/1203/overview>

If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Mayor, Councilmembers, and fellow El Cerritans: The cancellation of the Flock camera contract and the work now underway to remove the cameras and their poles is something our entire community should be proud of. Residents saw a government surveillance system that raised serious questions about privacy, civil liberties, corporate power, and democratic accountability. They educated themselves, organized constructively, monitored what was happening, spoke publicly, and persisted. Groups such as FlockOut El Cerrito helped turn individual concern into effective civic action. Our city for its part, ultimately listened and responded. This isn't the case in every town across America. All people, all organizations including governments, can make bad decisions. Democracy is demonstrated by what happens when citizens challenge that decision. Digital surveillance may be new, but government-sponsored oppression often enabled and monetized by private corporations, is not. El Cerrito has a proud history of residents organizing to defend their community, affirm human dignity, protect the vulnerable, and resist the idea that powerful institutions should determine our future without our participation. This episode belongs within that long tradition. The work is not quite finished. Residents are continuing to monitor the removal process, and the City should confirm publicly when every camera and associated pole has been taken down and every obligation under the contract has ended. But real progress has been made because ordinary people refused to treat a government decision as irreversible. This work is also an answer to the cynicism that increasingly dominates our civic life. Community is not something we consume through angry posts, rumors, or endless arguments on Nextdoor. It is something we build. It means talking to our neighbors, attending meetings, learning the facts, organizing peacefully, and accepting responsibility for shaping the place where we live. Whatever one's original opinion of the cameras, every El Cerritan should take pride in what happened here. Residents organized. City government listened. Policy changed. That is citizen-driven government, and it is democracy working as it should.



2026: A Defining Year for BART

El Cerrito City Council
August 18, 2026



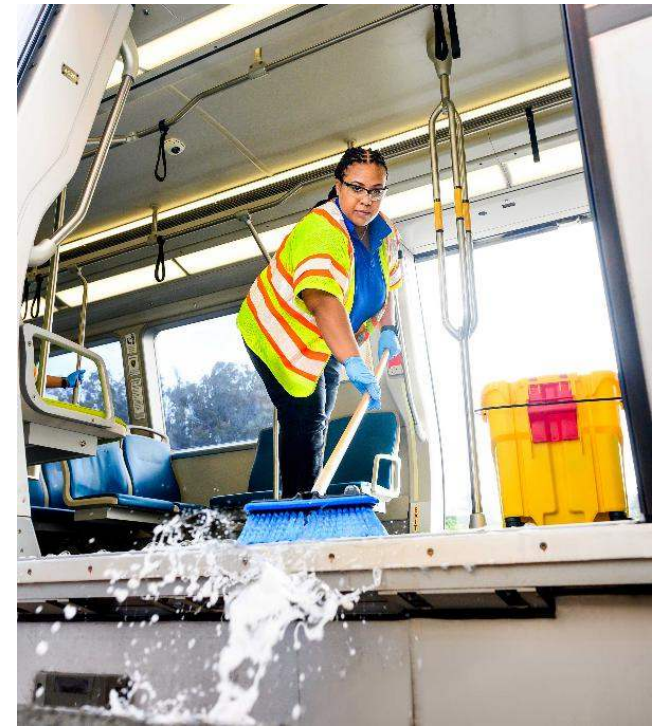
▶ The New BART – Safer and Cleaner



New Fare Gates Systemwide
Make Riders Feel Safer



Focus on Presence
Crime Fell 41% in 2025



Customer Satisfaction at 89%

San Francisco Bay Area Rapid Transit District

▶ The New BART – Improvements for Our Riders



New Ways to Pay through
Tap and Ride and Clipper START



Improved LED Lighting

**ALL ABOARD
BAY AREA
TRANSIT**
THE BIG SYNC

Better Schedule Alignment
with Peer Operators

San Francisco Bay Area Rapid Transit District

BART in El Cerrito



- Nearly 7,000 BART trips end in El Cerrito on the average weekday
- The El Cerrito Plaza TOD broke ground on 70 units of family affordable homes in November
- Larger project includes 743 units and a new public plaza
- BART helped fund the recently completed El Cerrito del Norte Complete Streets Project



Rendering of the El Cerrito Plaza TOD now under construction

November 2026 Regional Transit Measure



- Sales tax measure in five counties: 0.5% in Alameda, Contra Costa, San Mateo and Santa Clara and 1% in San Francisco
- \$980M in annual revenue will be used to:
 - Prevent major service cuts on BART, Muni, AC Transit and Caltrain
 - Fund local transit and improvement projects in each county
 - Make transit more affordable, easier to navigate and accessible
- Requires a two-phase financial efficiency review of BART, Muni, Caltrain, and AC Transit
- Establishes an Independent Oversight Committee with appointees from each county

▶ BART's Cost and Revenue Structure



- BART depended on fares to run service more than almost any other transit agency
- Today, fare revenue is down \$300-400M due to remote work and post-pandemic travel patterns
- \$1.2B operating budget, with \$370M+ structural deficit beginning in Fiscal Year 2027
- Ridership, fare revenue growth, and cost controls are part of the solution, but other revenue is needed

BART's operating ratio*

FY26 forecast.....	32%
FY25.....	30%
Pre-COVID	71%

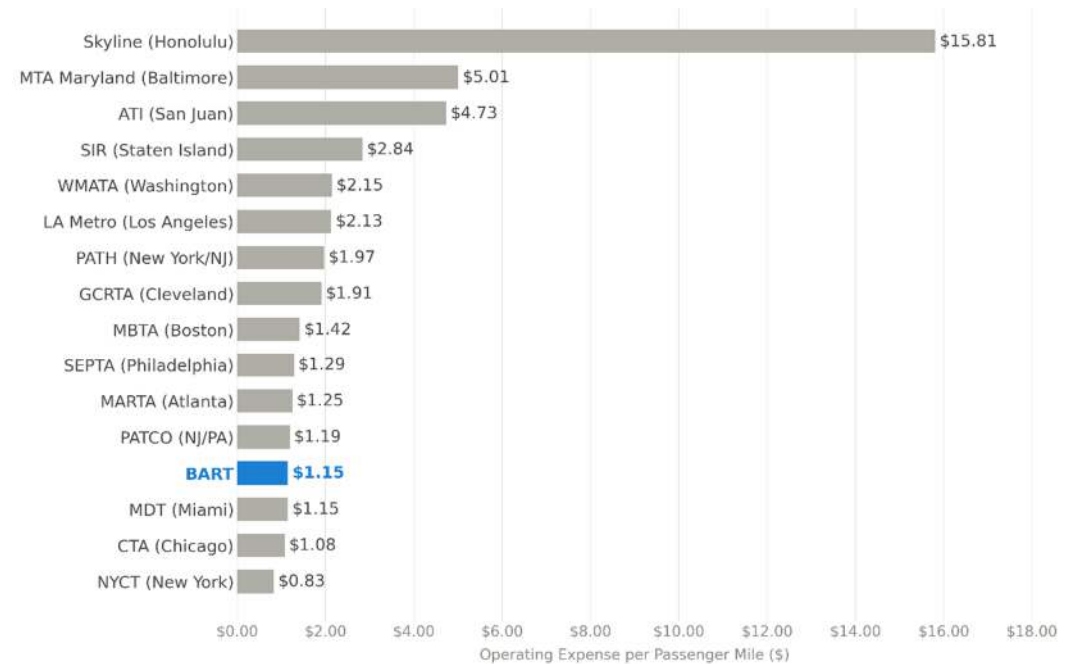
*Percentage of costs paid by passenger fares, parking revenue, advertising, and other sources

BART Operations are Efficient



- BART has one of the lowest operating costs per passenger mile for peer transit agencies
- BART runs efficiently despite Bay Area costs that are about 10% higher than other US cities served by heavy rail
- BART operating costs are growing below inflation and at the slowest rate of peer agencies

US Heavy Rail Operators Cost Per Passenger Mile (FY24)

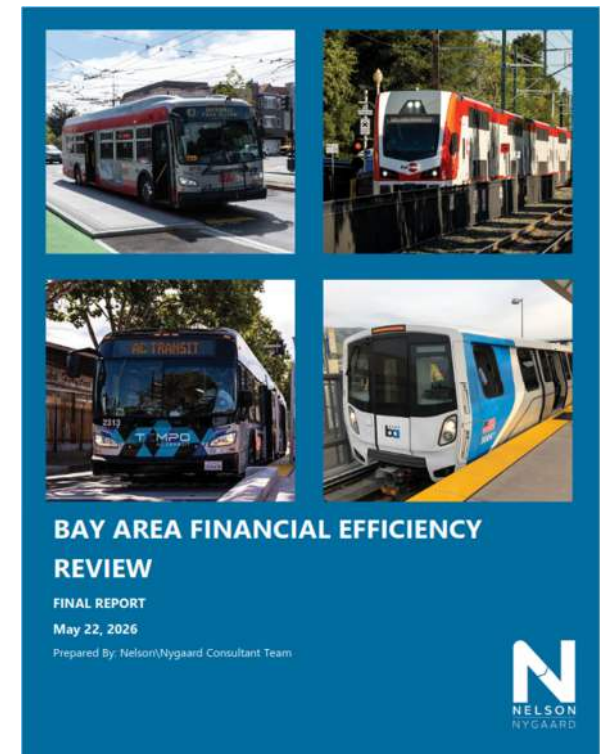


Source: National Transit Database, 2024 Annual Data — Metrics | <https://data.transportation.gov/Public/Transit/2022-2024-NTD-Annual-Data-Metrics/ekg5-frzt> | Downloaded February 23, 2026

Transit Measure Accountability Requirement



- Financial Efficiency Review found that between FY20-FY25 BART achieved:
 - **\$516M** in operating cost savings - service reductions, workforce controls, and operational efficiencies.
 - **\$549M** in capital cost savings - project cost management, deferrals, investments to reduce future costs, and improved reimbursements
 - **\$99M** in increased revenues through fare increases, new fare products, and parking leases
- The BART has adopted recommendations to further enhance revenue and reduce costs

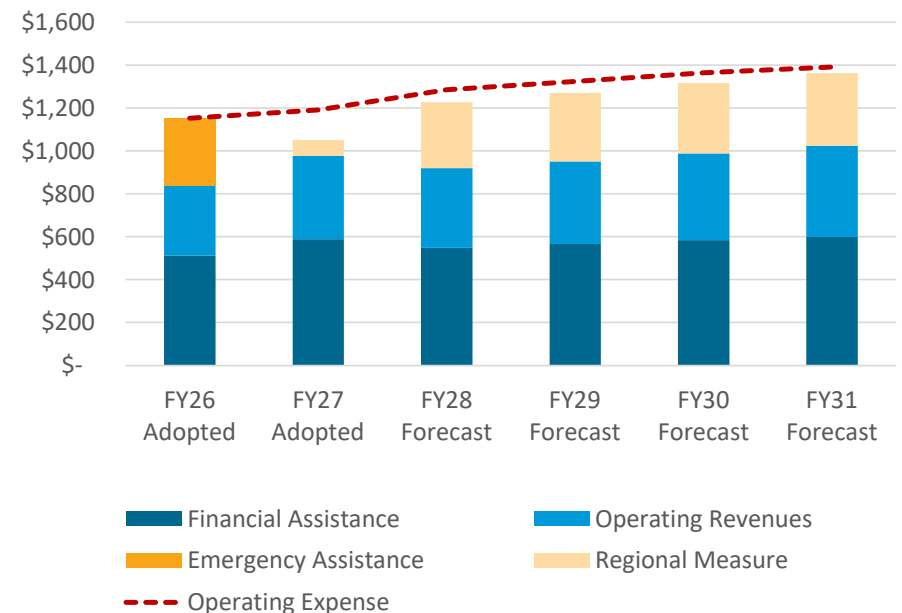


Stabilizing BART Operations



- FY27 Operating Budget maintains current service levels and assumes passage of a regional transit measure
 - Makes \$18 million in cuts with \$7M in department reductions/efficiencies and \$11M from the elimination of 63 FTEs
- If passed, the measure will provide BART ~\$75M in FY27 and ~\$310M annually beginning in FY28
- BART is committed to closing remaining operating shortfalls without service cuts

BART 5-Year Operating Outlook



Alternative Service Plan



If no additional revenue is secured, a combination of actions would be needed to close BART's annual deficits of up to \$375M:

- Cuts would begin in January 2027
- Cumulative 70% reduction in service:
 - 9pm closure
 - 3-line service with 30-minute train frequencies
 - Up to 15 station closures and/or 25% of system track miles beginning in July 2027
- Fare and parking increases of up to 50%
- Approximately 1,200 Layoffs
- Reduction in system support services like police and cleaning

Recent Ridership Growth



- Back-to-back years of double-digit ridership growth
- Fiscal Year 2026 ridership ended 13% higher than previous year
- June saw the highest monthly weekday ridership at nearly 210,000
- Starting July 20, BART began running longer trains during peak commute to reduce crowding



▶ We Want To Hear From You



Barnali Ghosh

District 3 Director
Barnali.Ghosh@BART.gov

Henry Symons

Community Relations Representative
Henry.Symons@BART.gov
(510) 464-6178

Find us on Social:

X: @SFBART

IG: @Sfbayarearapidtransit
@SFBARTable

TikTok: @SFBART



GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF EL CERRITO AND KNORR SYSTEMS

This agreement for General Services ("Agreement") is entered into on July 1, 2026 (the "Effective Date") between the CITY OF EL CERRITO, a municipal corporation, with offices located at 10890 San Pablo Avenue, El Cerrito, California ("City") and Knorr Systems ("Contractor") (together sometimes referred to as the "Parties").

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

- 1.1 **Term of Services.** This Agreement shall begin on the Effective Date and shall end June 30, 2027, unless the term of the Agreement is otherwise terminated or modified, as provided for herein. The term of the agreement shall be extended for up to three (3) additional one (1) year terms with the extensions to commence upon the expiration of the initial term or any extended term unless the City notifies Contractor in writing at least thirty (30) days before the end of the initial term or any extended term of its intent to terminate the agreement at the conclusion of the initial term or any extension. Funding for services beyond June 30, 2027 will be included in future City budgets, but is subject to City Council approval of annual appropriations.
- 1.2 **Standard of Performance.** Contractor shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services in connection with this Agreement.
- 1.4 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor. In the event of termination, Contractor shall be entitled to compensation for services satisfactorily completed as of the date of written notice of termination; City, however, may condition payment of such compensation upon Contractor delivering to City documents and records identified in Section 10.1 of this Agreement.

Section 2. COMPENSATION. City hereby agrees to pay Contractor for the Scope of Services, whether by fixed price, hourly rates subject to a fixed rate schedule, pursuant to the fee schedule attached as Exhibit A, which is incorporated herein. Total compensation for work performed under this Agreement, NOT TO EXCEED \$105,000.00 in Fiscal Year 2026-27. Beginning July 1, 2027, upon request in writing by the Contractor, Contractor's compensation may be adjusted annually by an amount not to exceed the percentage increase in the prior twelve (12) month average of the Consumer Price Index (CPI), All Items, San Francisco-Oakland-Hayward Area (Series CUURS49BSAO or equivalent). If Contractor experiences documented increases in labor, materials, equipment, tariffs, supply chain costs, insurance, or other operating expenses that exceed the CPI adjustment, Contractor may request an additional adjustment. Any

such request shall be submitted in writing with supporting documentation demonstrating the basis for the increase. The City may, in its sole discretion, approve an adjustment greater than the CPI-based increase; however, in no event shall the total annual adjustment, inclusive of the CPI base adjustment, exceed ten percent (10%) without approval by the City Council through a contract amendment. Contractor shall notify the City by May 1 of each year of the proposed adjustment for the following year. No adjustment shall take effect unless approved in writing by the City.

- 2.1 Invoices. Contractor shall submit invoices once a month, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Contractor shall have ninety (90) days after the completion of work to invoice City for all amounts due and outstanding under each governed by this Agreement. In the event, Contractor fails to invoice City for all amounts due within such ninety (90) day period, Contractor shall waive its right to collect payment from City.
- 2.2 Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.
- 2.3 Reimbursable Expenses. No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the scope of services and fee schedule (Exhibit A).
- 2.4 Payment of Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

Section 3. CHANGES AND EXTRA SERVICES.

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

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

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

- 5.1 **Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than One Million Dollars (\$1,000,000.00) per accident.
- 5.2 **Commercial General and Automobile Liability Insurance.** Contractor shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. The City shall be named as an additional insured and insurance shall provide primary coverage with respect to the City by written endorsement to the policy.
- 5.3 **General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.
- 5.4 **Professional Liability Insurance.** (Required for all Licensed Contractors performing design work) Contractor shall maintain professional liability insurance for licensed professionals performing work in connection with this Agreement in an amount not less than One Million Dollars (\$1,000,000.00) covering the licensed professionals' errors and

omissions. Any deductible or self-insured retention shall not exceed Two Hundred Fifty-Thousand Dollars (\$250,000.00) per claim.

5.5 All Policies Requirements.

5.5.1 Verification of Coverage. Prior to beginning any work under this Agreement, Contractor shall, at the sole option of the City, provide City with (1) certified Certification of Insurance that demonstrates compliance with all applicable insurance provisions contained herein; and (2) upon request by the City, complete certified copies of all policies and/or complete certified copies of all endorsements that demonstrate compliance with this Section 5.

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

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

Section 6. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

6.1 To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnities") from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City in writing. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall have been determined to apply.

6.2 PERS Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

6.3 Design Professionals. Notwithstanding Sections 6.1 and 6.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Contractor's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

6.4 Construction Contracts. Notwithstanding Sections 6.1 and 6.2, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

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

Section 8. LEGAL REQUIREMENTS.

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

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

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

8.4 Nondiscrimination and Equal Opportunity. In compliance with federal, state and local laws, Contractor shall not discriminate, on the basis of a person's race, religion, color,

national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

- 8.5 Work Requiring Payment of Prevailing Wages. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. Copies of such prevailing rate of per diem wages can be found at the following website: <https://protect-us.mimecast.com/s/RKorBEh6zVmC7?domain=dir.ca.gov>.

All contractors and subcontractors who bid or work on a public works project over amounts specified under California Labor Code Section 1725.5(f) must register and pay an annual fee to Department of Industrial Relations (DIR) pursuant to California Labor Code section 1725.5. Information regarding DIR registration can be found at the following website: <https://protect-us.mimecast.com/s/vIRgBQH298rik?domain=dir.ca.gov>.

Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 9. MODIFICATION.

- 9.1 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.
- 9.2 Assignment. Contractor may not assign this Agreement or any interest therein without the prior written approval of the City.
- 9.3 Subcontracting. Contractor shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City. Where written approval is granted by the City, Contractor shall supervise all work subcontracted by Contractor in performing the Services; shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work; the subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Services; and Contractor is obligated to ensure that any and

all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 5, to City's satisfaction.

9.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

9.5 Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

9.5.1 Immediately terminate the Agreement;

9.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor in accordance with this Agreement;

9.5.3 Retain a different Contractor to complete the Services not finished by Contractor;
or

9.5.4 Charge Contractor the difference between the costs to complete the work at the time of breach and the amount that City would have paid Contractor in accordance with Section 2 if Contractor had completed the Work.

Section 10. KEEPING AND STATUS OF RECORDS.

10.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the City.

10.2 Contractor's Books and Records. Contractor shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

10.3 Confidential Information and Disclosure. During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party (the "Receiving Party"). The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Contractor understands that City is a public City and is subject to the laws that may compel it to disclose information about Contractor's business.

Section 11. WARRANTY.

11.1 In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Services (including but not limited to all equipment and materials supplied

in connection therewith) shall be free from defects in design and workmanship, and that Contractor shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. Contractor further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, Contractor shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement. In addition to all other rights and remedies which City may have, City shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor's failure to perform any Services in accordance with the standards required by this Agreement. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by Contractor under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable notice from City, replace or repair the same to City's satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by Contractor in the performance of the Services shall be new and best of kind.

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

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

- 12.1 Contractor will be responsible for acquiring job hazard assessments as necessary to safely perform all duties of each Project and provide a copy to City upon request.
- 12.2 Contractor will be responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of Project and provide copies of the certified training records upon request by City. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4 City, or their representatives, shall periodically monitor the safety performance of the Contractor working on the Project. All Contractors and their subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged,

understood, and agreed that no payment shall be due from City to Contractor under this Agreement at any time when, or for any Services performed when, Contractor is not in full compliance with this Section 10.

- 12.5 Contractor shall immediately report any injuries to the City site safety representative. Additionally, the Contractor shall investigate and submit to the City site safety representative copies of all written accident reports, and coordinate with City if further investigation is requested.
- 12.6 Contractor shall take all reasonable steps and precautions to protect the health of their employees and other site personnel with regard to their Scope of Services. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the City site safety representative upon request.
- 12.7 Contractor shall develop a plan to properly handle and dispose of all hazardous wastes they generate within the Scope of Services.
- 12.8 Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Project.
- 12.9 Contractor shall, at the sole option of the City develop and provide to the City a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials to include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect.

13.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

13.5 **Contract Administration.** This Agreement shall be administered by the City Manager or his designee, who shall act as the City's representative. All correspondence shall be directed to or through the representative.

13.6 **Notices.**

Any written notice to Contractor shall be sent to:

Jane Allison
Heritage Pool Supply Group, Inc.
PO Box 71175
Charlotte, NC 28272-1175

Any written notice to City shall be sent to:

Beth Frazer
City of El Cerrito
7007 Moeser Lane
El Cerrito, CA 94530

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

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

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

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

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

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

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

CITY OF EL CERRITO

CONTRACTOR

Date: _____

Date: _____

Karen Pinkos, City Manager

Jane Allison, Sr. Service Agreement Administrator

Attest:

Holly Chartely
City Clerk

Approved as to Form:

Sky Woodruff
City Attorney

EXHIBIT A

SCOPE OF SERVICES AND FEE SCHEDULE

Quarterly Scheduled Maintenance Scope of Services & Fee Schedule

2026 KSI Unscheduled Maintenance Labor Rates (NorCal) & Scope of Services

City of El Cerrito Pool Chemicals Scope of Services & Fee Schedule



EXHIBIT A

TREATMENT PACKAGE

Package #350604

City Of El Cerrito

2026-2027 Quarterly Scheduled Maintenance Agreement

Consultant: Blake Piercy

WQA: Jane Allison

Fax:

Date: 04/29/26

Billing Terms: Net 30

ATTN:

City Of El Cerrito
Beth Frazer
7007 Moeser Lane
El Cerrito, CA 94530

SITE:

City Of El Cerrito
Chris Jones
7007 Moeser Ln
El Cerrito, CA 94530-2913

Phone: (510) 559-7005

Fax: (510) 215-4319

Order Description

Thank you for your continued trust in Knorr Systems for your swimming pool equipment maintenance. Below is our *DIR compliant proposal for scheduled maintenance at City of El Cerrito. Our services are designed to assist your facility in maintaining system operations and proper water chemistry. Preventing aggressive water, which can deteriorate equipment, will help preserve equipment warranties and life expectancy.

Order Items

Description	Code	Quantity
Monthly Preventative Maintenance Package	SMA Monthly	1
Global Pool Management	GPM 2	12
Monthly Remote Monitoring: • System provides 24 hour remote pool monitoring with cloud based record keeping • Remote system control from anywhere • Powerful escalating alert notifications • Access to remote diagnostics and service cyber support • High security protocol with customer directed authentication codes • Includes cellular modem system and service • Monthly chemical system report □		
Global Pool Management	GPM 1	12
Monthly Remote Monitoring: • System provides 24 hour remote pool monitoring with cloud based record keeping • Remote system control from anywhere • Powerful escalating alert notifications • Access to remote diagnostics and service cyber support • High security protocol with customer directed authentication codes • Includes cellular modem system and service • Monthly chemical system report □		
Quarterly Preventative Maintenance Package	SMA Quarterly	1



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Consultant: Blake Piercy
WQA: Jane Allison
Fax:
Date: 04/29/26
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BECS Chemical Controller	SMA NC PW 02	12
(1) BECSys7 - Competition Pool		
(1) BECSys7 - Recreation Pool		
(1) BECSys3 - Splash Pad		
Services performed at every visit:		
• Test operation of the safety flow switch		
• Clean pH and ORP sensors		
• One-point controller calibration as needed		
• Complete chemical evaluation to confirm proper water balance utilizing both Saturation Index and Ryznar Index		
• Provide recommendations to make chemical corrections		
High Rate Filtration System	SMA NC PW 16	20
(3) US Filter Tanks - Competition Pool		
(2) US Filter Tanks - Recreation Pool		
Services provided at every visit:		
• Backwash filtration system as needed		
• Review backwash performance to confirm proper operation and efficiency		
• Monitor and log filtration, influent & effluent pressure		
• Monitor and log filtration flow-rate		
Vertical Filter Tank Backwash	SMA NC PW 35	8
(2) TR-140C - Splash Pad		
Services provided at every visit:		
• Backwash filtration system as needed		
• Review backwash performance to confirm proper operation and efficiency		
• Monitor and log filtration, influent & effluent pressure		
• Monitor and log filtration flow-rate		
Stenner Injector Cleaning	SMA NC PW 17	24
(2) 85M5 - Competition Pool		
(2) 85M5 - Recreation Pool		
(2) 85M5 - Splash Pad		
Services provided at every visit:		
• Remove and clean chlorine injector to remove any calcification or buildup		
• Inspect suction and discharge tubing for wear		
• Fine-tune chemical output to maintain chemical balance		
• Monitor and log chemical storage tank level		



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Billing Terms: Net 30

Stenner Feed Tube Replacement (2) 85M5 - Competition Pool (2) 85M5 - Recreation Pool (2) 85M5 - Splash Pad Services provided at every visit: • Disassemble pump roller assembly for cleaning and feed tube replacement	SMA NC PW 18	24
Service Travel	SVC T	4
Bi-Annual Preventative Maintenance Package	SMA Bi-Annual	1
Variable Frequency Drive Retorque (1) SPCS020EF8 Competition Pool Services provided twice a year: • Torque terminal connections to manufacturer recommendations • Inspect and clean air intake element • Clean fins on heat sink behind drive • Perform operational test and verify proper system operation • Wipe down the cabinet and remove any loose materials	SMA NC PW 01	2
CO2 Tank Inspection (1) TCM-600 Competition Pool Services provided twice a year: • Inspect tank for any leaks or corrosion • Test valves for proper operation	SMA NC PW 65	2
Annual Chemical Treatment Preventative Maintenance Package	SMA Annual 01	1
Tubing Replacement (2) 85M5 - Competition Pool (2) 85M5 - Recreation Pool (2) 85M5 - Splash Pad Services provided: • Replace chemical suction and discharge tubing	SMA NC PW 20	6
BECS Calibration (1) BECSys7 - Competition Pool (1) BECSys7 - Recreation Pool (1) BECSys3 - Splash Pad Services provided once a year: • Two-point controller calibration	SMA NC PW 05	3



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2026-2027 Quarterly Scheduled Maintenance Agreement

Consultant: Blake Piercy
WQA: Jane Allison
Fax:
Date: 04/29/26
Billing Terms: Net 30

EKO3 pH-MTS Solenoid Replacement (1) pH-MTS System - Competition Pool Services provided once a year: • Replace pH-MTS solenoid with new OEM solenoid • Replace check valve (body only) • Calibrate chemical output to maintain chemical balance	SMA NC PW 67	1
Tubing Replacement (1) pH-MTS System - Competition Pool Services provided: • Replace chemical suction and discharge tubing	SMA NC PW 20	1
Annual UV Preventative Maintenance Package	SMA Annual 02	1
ETS UV SP Cleaning Service (1) SP-25-6V Splash Pad Services provided once a year: • Log system flow rate, influent pressure, and effluent pressure • Clean and inspect sight glass and wiper system • Run quartz wiper to clean sleeves and verify proper operation • Inspect and clean dust filters in cabinet • Shut down system and isolate chamber for service • Clean UV sensor quartz window • Remove and clean UV lamps • Remove and clean quartz thimble/sleeves • Clean chamber and replace quad ring seal • Test and set power levels and UV intensity • Inspect anodes	SMA NC PW 03	1
ETS UV SP PM (1) SP-25-6V Splash Pad Services performed once a year: • Log system flow rate, influent pressure, and effluent pressure • Clean and inspect sight glass and wiper system • Run quartz wiper to clean sleeves and verify proper operation • Inspect and clean dust filters in cabinet • Shut down system and isolate chamber for service • Clean UV sensor quartz window • Remove and replace UV lamps • Remove and replace quartz thimble/sleeves • Clean chamber and replace quad ring seal • Test and set power levels and UV intensity • Inspect anodes and replace	SMA NC PW 51	1



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TREATMENT PACKAGE

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City Of El Cerrito

2026-2027 Quarterly Scheduled Maintenance Agreement

Consultant: Blake Piercy
WQA: Jane Allison
Fax:
Date: 04/29/26
Billing Terms: Net 30

Annual Filters Preventative Maintenance Package	SMA Annual 07	1
Filter Media Inspection	SMA NC PW 14	5
(3) US Filter Tanks - Competition Pool (2) US Filter Tanks - Recreation Pool		
Services provided once a year:		
• Drain filter tanks and remove manway covers to inspect upper internal tank components • Inspect media throughout the filters for proper consistency, contamination and flatness for indication of inadequate backwashing and lateral failure • Install cleaned manway covers and replace manway gaskets • Fill tanks and bleed air from the system • Perform backwash operation to test function, backwash overhaul is suggested to be performed every 3rd year • Restart system and review for proper operation		
Vertical Filter Media Inspection	SMA NC PW 15	2
(2) TR-140C - Splash Pad		
Services provided once a year:		
• Drain filter tanks and remove manway covers to inspect tank internal components • Inspect media throughout the filters for proper consistency, contamination and flatness • Test automatic internal air relief and inspect • Visually inspect tank for wear and install cleaned manway covers • Fill filter tanks and bleed air from the system • Restart system and review for proper operation		
Backwash Valve Rebuild	SMA NC PW 13	5
Services provided once every three (3) years:		
• Disassemble and inspect backwash valve assemblies for overhaul • Clean, rebuild and lubricate backwash assembly with OEM overhaul kits		
Annual Lochinvar Preventative Maintenance Package	SMA Annual 04	1



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TREATMENT PACKAGE

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City Of El Cerrito

2026-2027 Quarterly Scheduled Maintenance Agreement

Consultant: Blake Piercy
WQA: Jane Allison
Fax:
Date: 04/29/26
Billing Terms: Net 30

Lochinvar AQUAS XPN602-1520 PM (1) XPN1502 - Competition Pool (1) XPN801 - Recreation Pool Services provided once a year: • Monitor and log heater inlet, outlet and delta temperature • Inspect flame and heat exchanger • Disassemble heater, inspect and clean gas manifolds, upper cabinets and fans • De-soot and/or clean heat exchanger and inspect for irregularities • Clean and inspect the combustion chamber and replace refractory door • Clean burners and reinstall with new gaskets • Test exhaust to adjust CO2 and O2 levels • Test and set inlet water and delta temperatures • Inspect expansion tank pressure and boost pump • Replace hot surface ignitor and flame sensor • Clean out condensate trap/rocks	SMA NC PW 43	4
Preventative Maintenance Parts Box All parts listed below will be delivered at the first service. Parts will be stored in an Aquafinity provided lockable durable storage box in the pool equipment room and will be billed separately at time of delivery.	SMA Parts Box	1
Parts	SMA Filter	1
Manway Gasket For USF Tank	FP-022-20368	5
Ring-Square 8.5" Closure Triton Filters.	CP-007-05640	2
Eko3 & USF 6" Backwash Valve Rebuild Kit: Includes One Each: FP-022-23480 Diaphragm, FP-022-25840 Sideport Seal & FP-022-25846 Loaded Lip Seal	FK-009-00300	5
6" Grooved (Victaulic) Seal For Coupling	FP-022-26440	15
Parts	SMA pH-MTS	1
3/8" Mini Solenoid Valve 24V Ac With Strainer, 24v Ac	WP-113-00013	1
CO2 Check Valve (Body Only)	WP-001-02010	1
100 Ft Roll 3/8" Tube White	WP-036-11425B	1
Parts	SMA Stenner	1
#5 Feed Tube Assy W/ Ends Includes 2 Ferrules	WP-033-01130A	32
100 Ft Roll 3/8" Tube White	WP-036-11425B	3



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EXHIBIT A

TREATMENT PACKAGE

Package #350604

City Of El Cerrito

2026-2027 Quarterly Scheduled Maintenance Agreement

Consultant: Blake Piercy
WQA: Jane Allison
Fax:
Date: 04/29/26
Billing Terms: Net 30

Parts	SMA ETS	1
Lead Screw Nut For SP Units	WP-274-03085	1
Lead Screw Bushing For SP/ECF	WP-274-00700	2
Lead Screw Bush Segment	WP-274-04055	1
UV Lamp For SP-25-4, SP-25-4S, SP-25-6 and SP-25-8	WP-274-00320	1
Quartz Thimble for SP-25-4, SP-25-4S and SP-25-6	WP-274-00430	1
Quad Ring Seal Kit For Sp-25-6	WP-274-00505	2
Anode, 3/4" X 3 1/2" X 13/16" for ETS UV Models SP 50-10 through SP 273-14S, ECF 230-10 through ECF 233-14, ECF 430-12 through ECF-433-14	WP-274-00801	1
Parts	SMA AQUAS	1
Burner Gasket	HP-039-07813	3
Rubber Door Gasket For XPN1.0 To 1.5 Heaters	HP-039-07814	3
Igniter W/ Gasket For XPN1.0 to 1.5 Heaters	HP-039-00029	3
Flame Sensor W/Gasket, Knight for XPN 1.0 to 1.5 Heaters	HP-039-00033	3
Insulation, Door For Burner Plate For XPN 1.0 to 1.5 Heaters	HP-039-05400	3
• KSI Technicians are nationally certified AFO/CPO's • KSI Technicians are manufacturer certified and carry current equipment certifications • KSI utilizes OEM parts for required repairs/maintenance	TPA	1



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TREATMENT PACKAGE

Package #350604

City Of El Cerrito

2026-2027 Quarterly Scheduled Maintenance Agreement

Consultant: Blake Piercy
WQA: Jane Allison
Fax:
Date: 04/29/26
Billing Terms: Net 30

Additional Information

One Time Payment (All Parts, Sales Tax & Shipping): \$9,210.01
Quarterly Maintenance Payment: \$6,671.25
Agreement Period: 7/1/2026 – 6/30/2027

Terms and Conditions

- Payments based on a fulfillment of four (4) service visits during the 12-month agreement period
- Signed agreement is to be submitted to KSI with a PO (if applicable) provided to KSI shortly thereafter.
- Signed agreements will begin and scheduled no later than 21 calendar days (3 weeks) of receipt of signed agreement and purchase order.
- Payment Terms: Net 30 days from date of invoice
- Interest: 18% APR is charged on all past due invoices
- Canceled visits are subject to 100% of monthly fee plus a \$150.00 cancellation fee
- Parts pricing subject to change due to unpredictable tariff situation
- All points of quotation are valid for 60 days from this date

Subtotal	34,559.97
Adjustment	0.00
Total	34,559.97
Shipping	529.85
Tax	805.19
CC Surcharge	0.00
Grand Total	35,895.01

Signature

Date

We are pleased to submit the above package for your consideration.

1. **Orders paid by credit card will incur a 3.0% processing fee**
2. Payment terms are subject to the credit agreement you have on file with KSI an Aquafinity Company.
3. A deposit may be required to process your order
4. 18% APR is charged on all past due invoices
5. Pricing is valid for 30 days from date of this Estimate, after which is subject to change.
6. If applicable, returns must be pre-approved, shipped prepaid and accompany a written RMA.
7. Minimum 20% restocking fee applies to all returns, % is based on actual manufacturer restock fee.
8. Any changes to this order must be made in writing to KSI an Aquafinity Company.
9. Freight cost is an estimate only and actual freight may be different at time of shipping.
10. Order is subject to applicable sales tax to ship point.

Your signature above is considered your acceptance of this proposal and is subject to all terms and conditions of your credit arrangement with Aquafinity.

THANK YOU!



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Aquafinity * Santa Ana CA * Livermore CA





Service Labor Hourly Rate Schedule

As of February 20, 2026

Northern California

Prevailing Wage Rates:

- Labor	\$248.00
- Electrical	\$248.00
- Plumbing	\$275.00

Emergency Labor Rate:

(After hours, immediate response, portal to portal)

\$375.00

Travel (non-emergency):

\$150.00

• Rates are subject to change without notice •

Aquatic Equipment, Mechanical Room & Water Treatment Specialists

Southern California

2221 S. Standard Ave
Santa Ana, CA 92707

P 714.754.4044 F 714.754.1405

Northern California

2021 Las Positas Ct. Suite 143
Livermore, CA 94551

P 925.273.0722 F 925.273.0726



EXHIBIT A

KNORR SYSTEMS, INT'L

Aquatic Equipment, Mechanical Room & Water Treatment Specialists



Service Supported Distribution™
International Aquatic Network

DATE: June 1, 2026

TO: Beth Frazer
City of El Cerrito
bfrazer@ci.el-cerrito.ca.us

FROM: Matt Jackson

SUBJECT: Chemicals – El Cerrito Aquatic Center

Listed is our proposal to provide chemicals for the pool at your facility.

Item	Description	Price
	Sodium Hypochlorite, bulk 12.5%	\$4.60 gallon
	Muriatic Acid, bulk	\$5.80 gallon
	Carbon Dioxide, bulk	\$0.65 pound
	*Plus, applicable Hazmat & Transportation Fees	
	*2.7% Mill Tax on bulk liquid chemicals	
	“Chemicals to be delivered on an as needed basis to maintain water chemistry”	

Terms and Conditions

- 1) Payment Terms: Subject to approval of credit.
- 2) Interest: 18% APR is charged on all past due invoices.
- 3) F.O.B.: Ship Point; included in above price.
- 4) Sales/Use Taxes: Not included.
- 5) Quotation valid for 30 days.