

CITY of BRISBANE

City Council Meeting Agenda

Thursday, April 16, 2020 at 7:30 PM • City Hall 50 Park Place Community Meeting Rm, Brisbane, CA

This meeting is compliant with the Governors Executive Order N-29-20 issued on March 17, 2020 allowing for deviation of teleconference rules required by the Brown Act. The purpose of this is to provide the safest environment for staff, Councilmembers and the public while allowing for public participation. The public may address the council using exclusively remote public comment options.

#### TO ADDRESS THE COUNCIL

The City Council Meeting will be an exclusively virtual meeting. The City Council agenda materials may be viewed online at <u>www.brisbaneca.org</u> at least 24 hours prior to a Special Meeting, and at least 72 hours prior to a Regular Meeting.

#### **Remote Public Comments:**

Meeting participants are encouraged to submit public comments in writing in advance of the meeting. The following email and text line will be monitored during the meeting and public comments received will be read into the record during Oral Communications 1 and 2 or during an Item.

Email: ipadilla@brisbaneca.org Text: 628-219-2922

- 1. 7:30 P.M. CALL TO ORDER PLEDGE OF ALLEGIANCE
- 2. ROLL CALL
- 3. ADOPTION OF AGENDA
- 4. ORAL COMMUNICATIONS NO. 1

#### 5. CONSENT CALENDAR

- A. Adopt City Council Minutes of March 5, 2020
- B. Accept Investment Report as of February 2020

- C. Award the contract for the master planning of Crocker Trail to RRM Design Group, in the amount of \$99,897
- D. Authorize publication of the Notice Inviting Bids for 2020 Slurry Seal Project (Project No. 920E)
- E. Adopt Resolution No. 2020-22, adopting the 2021 Slurry Seal of Various City Streets project as the intended use of the City's estimated FY 2020-21 Road Maintenance and Rehabilitation Account funding

(This item fulfills a requirement of the California Transportation Commission to identify by May 1st the specific roadways to be maintained with the next year's funds)

F. Adopt Resolution No. 2020-21 to Authorize staff to submit a Local Early Action Planning (LEAP) Grant Application

(The grant application is requesting \$65,000 from the state for preparation and adoption of planning documents and/or process improvements that would accelerate housing production and facilitate compliance with the sixth cycle of the regional housing needs assessment (RHNA))

G. Adopt Resolution No. 2020-09 approving Memorandum of Understanding for International Association of Firefighters, Local 2400, AFL-CIO

#### 6. STAFF REPORTS

H. City Manager's Report on upcoming activities

#### 7. MAYOR/COUNCIL MATTERS

- I. City County Association of Governments (C/CAG) Representative
- J. Countywide Assignments/Subcommittee Reports
- K. City Council Meeting Schedule and Commission/Committee Recruitment Update
- L. Written Communications
- 8. ORAL COMMUNICATIONS NO. 2
- 9. ADJOURNMENT

#### PUBLIC MEETING VIDEOS

Public Meetings can be viewed live and/or on-demand via the City's YouTube Channel, <u>www.youtube.com/brisbaneca</u>, or on Comcast Channel 27. Archived videos can be replayed on the City's website via the All Meetings Page (<u>http://brisbaneca.org/city-government/meetings</u>).

#### SPECIAL ASSISTANCE

If you need special assistance to participate in this meeting, please contact the City Clerk at (415) 508-2113. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

### Item Attachment Documents:

A. Adopt City Council Minutes of March 5, 2020



**BRISBANE CITY COUNCIL** 

**ACTION MINUTES** 

#### **CITY OF BRISBANE CITY COUNCIL**

#### SPECIAL MEETING AGENDA

#### THURSDAY, MARCH 5, 2020

#### BRISBANE CITY HALL, 50 PARK PLACE, BRISBANE

#### CALL TO ORDER & PLEDGE OF ALLEGIANCE

Mayor O'Connell called the meeting to order at 7:31 p.m. and led the Pledge of Allegiance.

#### **ROLL CALL**

Councilmembers present: Councilmembers Cunningham, Davis, Lentz, and Mayor O'Connell

Councilmembers absent: Councilmember Conway

Staff Present: City Manager Holstine, City Clerk Padilla, Interim City Attorney McMorrow, Director of Administrative Services Schillinger, City Engineer Breault, Community Development Director Swiecki, and Police Chief Macias.

#### **ADOPTION OF AGENDA**

CM Lentz made the motion, seconded by CM Davis to adopt the agenda as it stands and with the Mayor O'Connell's request to close the meeting in memory of Jeff Pirotti and Kenny Allen.

#### **ORAL COMMUNICATIONS NO. 1**

No member of the public wished to speak.

#### PRESENTATION AND AWARDS

#### A. Presentation on Census Day- April 1, 2020

Census 2020 Recruiter Irene Bryant made a presentation on Census Day- April 1, 2020, which marks the 2020 Census count observed nationwide. By this date, households will receive an invitation to participate in the 2020 Census and households can respond by email, phone or mail.

Mayor O'Connell stressed the importance of completing the Census survey and thanked Ms. Bryant for her presentation.

#### **CONSENT CALENDAR**

- B. Adopt City Council Minutes of January 16, 2020
- C. Adopt City Council Special Meeting Minutes of February 13, 2020
- D. Adopt City Council Meeting Minutes of February 20, 2020
- E. Accept the Housing Element Annual Report

CM Cunningham made a motion, seconded by CM Lentz , to approve Consent Calendar Items B-E, the motion was carried unanimously by all present.

Ayes: Councilmembers Cunningham, Davis, Lentz, and Mayor O'Connell.

Noes: None

Absent: Councilmember Conway

#### **PUBLIC HEARING**

F. Designating the Central Brisbane Underground Utility District

(The purpose of this hearing is to consider approval of Resolution No. 2020-18 for the formation of an underground utility district so that our community can be reclassified as "active" in the California Public Utilities Commission (CPUC) Electric Tariff Rule 20, and preserve for our future use the Rule 20A "work credits" issued by Pacific Gas & Electric (PG&E). Approving this resolution does not order the commencement of any work.)

City Engineer Breault reported that this resolution does not order the commencement of any work and will not affect anyone's check books. He added that the formation of an underground utility district is needed so that our community can be reclassified as "active" in the California Public Utilities Commission (CPUC) Electric Tariff Rule 20, and preserve for our future use the Rule 20A "work credits" issued by Pacific Gas & Electric.

After some clarifying questions from the Council Mayor O'Connell opened the public hearing, no one from the public wished to speak.

CM Cunningham made a motion, seconded by CM Davis, to approve close the public hearing, the motion formied unanimously by all present.



Noes: None

Absent: Councilmember Conway

CM Cunningham made a motion, seconded by CM Davis, to approve Resolution No. 2020-18 for the formation of an underground utility district so that our community can be reclassified as "active" in the California Public Utilities Commission (CPUC) Electric Tariff Rule 20, and preserve for our future use the Rule 20A "work credits" issued by Pacific Gas & Electric (PG&E), the motion carried unanimously by all present.

Ayes: Councilmembers Cunningham, Davis, Lentz, and Mayor O'Connell.

Noes: None

Absent: Councilmember Conway

#### OLD BUSINESS

#### G. 400 Kings Road Slope Stability Evaluation

(The purpose of this item is to receive the Geologic and Geotechnical Evaluation of Slope Stability prepared for the 400 block of Kings Road by Cotton, Shires and Associates)

City Engineer Breault reported that the Geologic and Geotechnical Evaluation of Slope Stability prepared for the 400 block of Kings Road by Cotton, Shires and Associates provided six options for the Council to consider.

After some Council questions of staff, <u>Sherry Goodwin</u> commented allowing for some parking to be restored.

<u>Jason</u>, Kings Road resident, advocated for the shotcrete option and is against development on the uphill properties.

Another concerned resident commented that the k-rail is not an acceptable option because the hill will continue to erode.

After some Council discussion and questions of staff, <u>Steve Goodwin</u> asked if the City will fix Beatrice with the presumption that it will get more damaged with developments. Sherry Goodwin thanked the Council for considering the soldier wall option. Jason, Kings resident, asked whether the soldier wall is as effective as the shotcrete option.

After more Council questions, Mayor O'Connell made a motion, seconded by CM Lentz, to receive the Geologic and Geotechnical Evaluation of Slope Stability prepared for the 400 block of Kings Road by Cotton, Shires and Associates and approve the option of an 8 foot high soldier pile and wood lagging wall (remove k-rail) for the 400 block of Kings Road. The motion passed unanimously by all present.

Councilmembers Cunningham, Davis, Lentz, and Mayor O'Connell.



Absent: Councilmember Conway

#### **NEW BUSINESS**

H. Consider Approval of Resolution No. 2020-19 Approving the First Amendment to Memorandum of Agreement (Baylands) and Approving an Addendum to the Baylands Final Environmental Impact Report and the Silicon Valley Clean Water Final Integrated EIR for the Wastewater Conveyance System and Treatment Plant Reliability Improvement Project

City Engineer Breault reported that the resolution would permit 166,000 cubic yards of imported bay mud from the Silicon Valley Clean Water Project described above to be brought to the east side of the Baylands (to be used as a cap as part of the landfill closure) and would require 200,000 cubic yards of existing soil to be relocated from the east side of the Baylands to the west side (or hauled offsite to a location outside Brisbane). The resolution also approves an addendum to the Baylands Final EIR and the Silicon Valley Clean Water Final Integrated EIR.

After council questions of staff and representatives from Universal Paragon, <u>Michele Salmon</u> spoke about her concern the number of truck trips and route as well as Beatty Road being crowded.

After further questions and discussion with staff and representatives from Universal Paragon, CM Cunningham made a motion, seconded by CM Lentz, to approve Resolution No. 2020-19 Approving the First Amendment to Memorandum of Agreement (Baylands) and Approving an Addendum to the Baylands Final Environmental Impact Report and the Silicon Valley Clean Water Final Integrated EIR for the Wastewater Conveyance System and Treatment Plant Reliability Improvement Project, the motion carried unanimously by all present.

Ayes: CM Conway, Cunningham, Davis, Lentz, and Mayor O'Connell.

Noes: None

Absent: None

#### **STAFF REPORTS**

#### I. City Manager's Report on upcoming activities

City Manager Holstine reported on the upcoming activities, Covid-19 information line and the Baylands Specific Plan Notice of EIR preparation and scoping materials.

After some questions about the Covid-19 response plan, CM Holstine replied that the City is working closely the County's Health Department and he can provide a status report at the next City Council meeting.

#### MAYOR/COUNCIL MATTERS

#### J. Consider Request to Establish a Wildland and City Property Fuel Reduction Ad Hoc Subcommittee

After some discussion, CM Cunningham and CM Lentz were assigned to the newly formed Wildland and City Property Fuel Reduction Ad Hoc Subcommittee.

#### K. Countywide Assignments/Subcommittee Reports

Councilmembers reported in their activities from the following groups:

- Public Art Selection Committee
- Luna Fest Film Festival Ad Hoc Subcommittee
- Economic Development Subcommittee

#### L. City Council Meeting Schedule

The next City Council Meeting is scheduled for March 19, 2020. Councilmembers directed City Clerk Padilla to extend the recruitment period for Open Space and Ecology Committee applicants until April 2, 2020. They also directed City Clerk Padilla to continue scheduling the interviews for Committee and Commission and to cancel the July 16<sup>th</sup> City Council meeting.

#### **M.** Written Communications

Council received written communication from the following members of the public:

Tom Chang (2/23/20) Fire Relief Donation for Australia Asha Setty, CalEPA (2/24/20) Request to use Community Room Tues. May 19th Congresswoman Jackie Speier (2/27/20) Federal Budget Priorities

#### **ORAL COMMUNICATIONS NO. 2**

<u>Michele Salmon</u> invited everyone to the San Bruno Mountain Watch's anniversary events planned for March through May.

#### ADJOURNMENT

Mayor O'Connell adjourned the meeting at 9:49 p.m. in memory of Jeff Pirotti and Kenny Allen.

Ingrid Padilla, City Clerk

### Item Attachment Documents:

B. Accept Investment Report as of February 2020

#### CITY OF BRISBANE CASH BALANCES & INVESTMENTS SOURCE OF FUNDING February 29, 2020

NAME OF DEPOSITORY	INVESTMENT TYPE	DATE OF		FACE VALUE OF INVESTMENT		CARRY VALUE OF INVESTMENT	MARKET VALUE OF INVESTMENT	COUPON INTEREST RATE %	MATURITY DATE	RATING/ COLLATERAL
WELLS FARGO	Checking A/C		\$	4,452,540	\$	4,452,540	\$ 4,452,540	0.000		
STATE FUND (LAIF)	Deposit on call	continuous	\$	10,875,129	\$	10,875,129	\$ 10,875,129	1.940	on call	no rating
Other Investments										
	FHLM	8/10/2016	\$	500,000	\$	500,000	\$ 500,210	1.450	8/10/2020	
	FFCB	8/24/2016	\$	1,000,000	\$	1,000,000	\$ 1,000,010	1.320	8/24/2020	
	FHLM	8/25/2016	\$	500,000	\$	500,000	\$ 500,450	1.500	8/25/2020	
	FHLB	9/18/2017	\$ \$	500,000	\$ \$	500,000	\$ 500,015 \$ 251,390	1.600	9/18/2020	
	Capital One Bank CD Discover Bank CD	10/15/2015 10/15/2015	э \$	250,000 250,000	э \$	250,000 250.000	\$ 251,390 \$ 251,390	2.200 2.200	10/21/2020 10/21/2020	
	FHLM	8/25/2016	\$	1,000,000	\$	1,000,000	\$ 1,001,160	1.500	2/25/2021	
	FNMA	7/27/2016	\$	500,000	\$	500,000	\$ 500,375	1.500	7/27/2021	
	FNMA	7/28/2016	\$	1,000,000	\$	1,000,000	\$ 1,000,780	1.520	7/28/2021	
	Capital One National Association	11/23/2016	\$	250,000	\$	250,000	\$ 253,906	2.000	11/23/2021	
	Wells Fargo	11/30/2016	\$	250,000	\$	250,000	\$ 254,272	2.000	11/30/2021	
	Sallie Mae Bank Morgan Stanley	5/9/2019 6/6/2019	\$ \$	245,000 245,000	\$ \$	245,000 245,000	\$ 253,580 \$ 253,888	2.550 2.560	5/9/2022 6/6/2022	
	Comenity Capital Bank	4/28/2019	э \$	248,000	э \$	245,000	\$ 261,470	2.650	4/28/2023	
	Morgan Stanley	5/2/2019	\$	245,000	\$	245,000	\$ 258,324	2.650	5/2/2023	
	Goldman Sachs	5/1/2019	\$	246,000	\$	246,000	\$ 264,412	2.650	5/1/2024	
	FFCB	11/27/2019	\$	1,000,000	\$	1,000,000	\$ 1,005,850	1.890	11/27/2024	
	FHLB	12/19/2019	\$	1,000,000	\$	1,000,000	\$ 1,002,200	2.000	12/19/2024	
BNY Mellon	Treasury Obligations	continuous	\$	5,276,440	\$	5,276,440	\$ 5,276,440	1.160	on call	110% collateral
Sub-total			\$	14,505,440	\$	14,505,440	\$ 14,590,124			
U.S. Bank	2014 BGPGA Bond (330)	Improvements	Fed	Treas Obl			10031			
		Reserve Fund		Treas Obl	\$	1	10032			
		Revenue Fund		Treas Obl	\$	-	10034			
		Expense Fund		Treas Obl			10035			
		Principal		Treas Obl	\$	32	10036			
BNY Mellon	2006 Pension Bonds (340)	Interest Fund Expense Fund		Treas Obl Treas Obl	\$ \$	5 17	10037 10035			
		-								
U.S. Bank	2015 Utility Capital (545)	Improvements		Treas Obl	\$	2,347,932	10031			
		Reserve		Treas Obl	\$	135,325	10032			
		Expense Fund		Treas Obl	\$	0	10035			
BNY Mellon	2013 NER Refinance (796)	1		Treas Obl			10030			
		Improvements Reserve		Treas Obl Treas Obl	\$	259,761	10031 10032			
		Redemption		Treas Obl	φ	239,701	10032			
		Debt Service		Treas Obl	\$	8,006	10036			
PARS	OPEB Trust	Trust Cash	Inve	estments	\$	2,842,545	13050			
PARS	Retirement Trust	Trust Cash	Inve	estments	\$	1,147,070	13050			
Sub-total	Cash with Fiscal Agents	Trust Cash	inve	sunents	\$	6,740,693	13030			
	Total other investments		\$	14,505,440	\$	21,246,133	\$ 14,590,124			
TOTAL INVESTMEN	TS & CASH BALANCES		\$	29,833,109	\$	36,573,803	\$ 29,917,794			
Outstanding Loans to	Department Heads									
	Date of loan			ount Remaining		Interest Rate				
Stuart Schillinger	4/1/2002	318,750	\$	318,750	Ba	ased on Sales Price				
Clay Holstine (1)	7/8/2008	300,000		-	-	Paid off 12/28/2016				
Clay Holstine (2) Randy Breault	9/10/2008 10/22/2001	200,000 320,000		200,000 64,904	Sec	ured by other funds 3.34%				
FFCB - Federal Farm FHLB - Federal Home FHI M - Federal Home										
	nal Mortgage Association									
Two year Treasury Weighted Interest	0.92% 1.47%									

 Weighted Interest
 1.47%

 Weighted maturity
 0.76
 Years

#### TREASURER'S CERTIFICATE

These are all the securities in which the city funds including all trust funds and oversight agencies funds are invested and that (excluding approved deferred compensation plans) and that all these investments are in securities as permitted by adopted city policy. It is also certified that enough liquid resources (including maturities and anticipated revenues) are available to meet the next six months' cash flow.

*Stuart Schillinger* CITY TREASURER

## С.

### Item Attachment Documents:

C. Award the contract for the master planning of Crocker Trail to RRM Design Group, in the amount of \$99,897



#### **CITY COUNCIL AGENDA REPORT**

Meeting Date: April 16, 2020

From: Noreen Leek, Recreation Manager

**Subject:** Award of Bid to RRM Design Group for the Master Planning of Crocker Trail

#### **Community Goal/Result**

Community Building

#### Purpose

Develop the City's trail system through the master planning process in order to protect environmentally sensitive areas, enhance connectivity, incorporate art, and provide additional opportunities for recreation.

#### Recommendation

Award the contract for the master planning of Crocker Trail to RRM Design Group, in the amount of \$99,897.00.

#### Background

In 2018-2019, Commissioner Fryer met with representatives from the Open Space and Ecology Committee to determine how proceeds from the sale of the 280 South Hill property were to be allocated. The direction from the City was such that funds spent would serve to benefit both Open Space and Ecology as well as Parks & Recreation. After said representatives convened, it was decided that a portion of the funds (not to exceed \$100,000) would be allocated towards the master planning of Crocker Trail. City Council affirmed their support for this project as part of the CIP review process.

In January 2020, the City issued a formal Request For Proposals (RFP) to prospective bidders. In total, eight (8) proposals were received and deemed responsive to the RFP.

#### Discussion

A Selection Committee was formed to review the proposals and make a determination regarding the most qualified consultant for the project. The Selection Committee was comprised of representatives from the Parks & Recreation Commission Trails Subcommittee, the Open Space and Ecology Committee, and the Public Art Advisory Group. On 2/20/2020, the Selection Committee met and reviewed all eight proposals and engaged in a robust conversation regarding the applicants. Based on their rankings, the Committee decided that inperson interviews with the top prospects were not necessary and they were unanimous in their recommendation of RRM Design Group for the project.

On 2/26/2020, the Parks & Recreation Commission affirmed the recommendation of the Selection Committee and made a motion to recommend that City Council award the bid to proceed.

#### **Fiscal Impact**

С.

Funding for the master planning will be allocated from the sale proceeds of the 280 South Hill property in the amount of \$99,897.00.

#### Attachments

- 1. RRM Design Group Proposal
- 2. RRM Design Group Scope of Services
- 3. RRM Design Group Proposed Budget

Noreen Leek, Recreation Manager

Juy Ja L. Holo

Clay Holstine, City Manager

14



C.

#### February 7, 2020

Noreen Leek Recreation Manager City of Brisbane 50 Park Place Brisbane, CA 94005



CREATING **ENVIRONMENTS** PEOPLE **ENJOY** www.rrmdesign.com

325 Davis Street San Leandro, CA 94577 p: (510) 751-4910 f: (510) 686-8831

#### **RE: CROCKER PARK RECREATIONAL TRAIL MASTER PLAN**

Dear Noreen.

The City's conversion of the Southern Pacific Railroad from rail to trail working with the Iron Horse Preservation Society established the impressive groundwork to develop the existing Crocker Park Trail. It is evident while reading through the Brisbane Bicycle and Pedestrian Master Plan, Crocker Park Technical Assistance Panel Report, and "Brisbane is Awesome! Defining the Core Places in Downtown Brisbane", the community clearly values its trails, open space, and public art. The City continues to step up to reimagine and renovate this community treasure.

While walking the site, our landscape architecture team was struck by the blend of industrial park with nature as it provides a unique charming character to the site. The potential was beaming everywhere from the art expressions in the tunnel to the croaks of frogs on site and the perfect lunch-time looped circuit. As avid trail designers and users, we understand and recognize the trail's value.

RRM Design Group is your team - we're seasoned trail designers who care about each community we serve, and each trail we create. With our in-house landscape architects, civil engineers, resident artists, and interpretive planners, all under one roof, RRM's trail design process is creative, streamlined, and cost effective.

To ensure we have a well-rounded team to fulfill your needs, we've engaged our teammates to help with the trail's special requirements. WRA will handle the biological assessment to identify and understand the implications of any biological constraints or sensitive species. W-Trans will help our team understand the traffic analysis at crossings. Precision Estimating will assist with construction cost projections. This collaborative design approach will deliver a thriving and vibrant Crocker Park Trail to Brisbane.

We are ready to start work applying our team's technical and design talent when and where it will be most effective in master planning Crocker Park Trail's renovation, and positioning the City for upcoming grant opportunities. In the end, our goal is to work as an extension of you and your staff. Thank you for considering RRM as part of your team.

Sincerely,

RRM Design Group Mike Sherrod, ASLA, PLA, LEED AP

Principal-in-Charge

Kayla Bulih. Kayla Szubielski, ASLA, PLA

Project Manager

C.

#### **CROCKER PARK RECREATIONAL TRAIL MASTER PLAN**

## **TABLE OF CONTENTS**



#### **GRAPHICS & PHOTOGRAPHS:**

This document features images of RRM Design Group's projects, graphics, and photos of which are owned and copyrighted by our firm. There are no stock photos or images of any kind used in this proposal.

#### **ABOUT RRM DESIGN GROUP:**

325 Davis St. • San Leandro, CA 94577

p: (510) 751-4910 • f: (510) 686-8831 • w: rrmdesign.com

California corporation • Leonard Grant, Architect C26973 • Robert Camacho, PE 76597 • Steven Webster, LS 7561 • Jeff Ferber, PLA 2844 The written and graphic materials contained in this proposal are the exclusive property of RRM Design Group.

The unauthorized use of any portion of these text or graphic materials without RRM's prior written consent is expressly prohibited. © 2019 RRM Design Group

C.

# ABOUT RRM DESIGN GROUP

## Firm Information:

С.

RRM exists because we love creating environments people enjoy. That is what got us into the business over 45 years ago, and it is why we continue to thrive today. Our engineers, surveyors, landscape architects, architects, and planners work with our clients and their communities to create the parks our children play in, the roads we drive down on our way to work, the neighborhoods we come home to. We take planning beyond theory and into the realm of successful project implementation. RRM Design Group is committed to plan for and design beautiful and functional spaces, as well as reshape underutilized and transit-oriented areas. The depth of experience in our staff promotes exceptional effectiveness in creative project solutions, establishing consensus, client relationships, and public representation, which is evidenced through the numerous implemented RRM projects across the state.

## Firm Representative:

Mike Sherrod, ASLA, PLA, LEED AP (805) 748-8572 | mssherrod@rrmdesign.com

## Organization Information:

RRM Design Group is a California corporation and an employee-owned company, incorporated November 26, 1974

#### **Office Locations:**

San Leandro, San Luis Obispo, Santa Barbara, San Juan Capistrano.

Firm Size Total staff of 134

#### Personnel by Discipline

- 19 CA Licensed Architects
- II CA Licensed Civil Engineers
- I CA Licensed Structural Engineers
- 16 CA Licensed Landscape Architects
- 3 Certified Planners
- I Licensed Surveyors
- 20 LEED<sup>®</sup> Accredited Professionals
- 25 Architecture Designers
- 16 Engineering Designers
- 18 Planning/Landscape Architecture Designers
- 3 Surveying Technicians
- 22 Administrative Staff

21



# ASSEMBLING OUR TEAM

## CITY OF BRISBANE

#### **RRM DESIGN GROUP**



С.

MIKE SHERROD, ASLA, PLA, LEED AP PRINCIPAL-IN-CHARGE



KAYLA SZUBIELSKI, ASLA, PLA **PROJECT MANAGER** Trail Specialist

LANDSCAPE ARCHITECTURE	OUTREACH
<b>GINA CHAVEZ</b> PLA, BFQ PROFESSIONAL Landscape Architect/ Plant Specialist	JIM WOLFE Community Engagement Specialist
INTERPRETIVE DESIGN/ART	CIVIL ENGINEERING
<b>AMANDA SEIBEL</b> PLA, LEED AP	BRYAN REDSUN Pe
Resident Artist	Civil Engineer/Hydrology Specialist
SUBCONSULTANTS	
ENVIRONMENTAL	TRAFFIC ENGINEERING

WRA Lead Contact

specialist to help identify and

understand the implications of any

biological constraints or sensitive

species in the project area. They

experience with Brisbane's biologic

and environmental setting from their

previous studies within the community.

have an abundance of relevant

WRA will serve as our environmental

W-TRANS Steve Weinberger

> W-Trans will serve as our traffic planning specialist to identify crosswalk and safety improvements where the trail and drivers intersect. W-Trans and RRM have worked together for decades to innovate safety enhancements for multimodal systems including permitting the State's first Crossbike (think cross walk for cyclists).

Precision will serve as our cost estimation specialist to help identify project costs. Their knowledge of real-world construction costs will inform our grant funding assessment folks as we line up key elements of Crocker Park Trail with potential grant opportunities.

esumes for our subconsultants can be provided upon request.



RRM's in-house multiuse trail specialists will serve as your prime consultant. With over 500 miles of multiuse trails planned, designed, and built in California, we are excited to focus our passion for trails on Crocker Park Trail. Kayla and Mike will serve as your project management team, ensuring project knowledge is not bottled up in just one person. As your primary project manager and trail specialist, Kayla will lead RRM's integrated in-house trail team of landscape architects, civil engineers, community engagement practitioners, and resident artists to bring the master plan to life.

**RRM** services include:

- Project Management
- Trail Planning & Design
- Grant Funding Analysis
- Civil Engineering

COST ESTIMATION

PRECISION ESTIMATING

Jared Malapit

- Hydrology Assessment
- Interpretive Planning
- Community Engagement
- Public Art Opportunity Assessment



22





CREATING ENVIRONMENTS PEOPLE ENJOY,

#### **Project Role**

PRINCIPAL-IN-CHARGE

#### Experience

23

28 YEARS OF EXPERIENCE

# MIKE SHERROD | ASLA, PLA, LEED AP

Mike Sherrod, ASLA, LEED AP, is a principal with RRM Design Group and leader of RRM's parks, trails and open space group. As a licensed California landscape architect with 27 years of experience in design consulting, Mike provides recreational planning solutions to public agencies throughout California. He is dynamic and skilled in bringing people and ideas together to find innovative design solutions for a wide range of recreational venues, including community parks and sports complexes, multi-use trail systems and interpretive programs. Mike enthusiastically shares his passion for sustainability, applying green design principals to all aspects of recreational planning, tackling a variety of complex design challenges with RRM's clients, staff and team of affiliated consultants.

#### **RELEVANT PROJECTS**

- Arana Gulch Master Plan
   Implementation, Santa Cruz, CA
- Cheeseboro Canyon Trailhead, Agoura Hills, CA
- Cloisters Dune and Wetlands Restoration and Master Plan, Morro Bay, CA
- Las Positas Multi-Use Pathway, Santa Barbara, CA
- Monterey Bay Sanctuary Scenic Trail Network Master Plan, Santa Cruz, CA
- Morro Creek Multi-Use Trail and Bridge, Morro Bay, CA
- Morro Dunes Trails at The Cloisters, Morro Bay, CA
- Otay River Trail Design and Restoration, Chula Vista, CA
- Port of Long Beach (POLB) Trail Planning, Long Beach, CA
- Potrero Canyon Coastal Access Trail and Interpretive Trail, Pacific Palisades, CA
- Prince Memorial Greenway, Santa Rosa, CA
- Santa Cruz Rail Trail Arts Master Plan, Santa Cruz, CA
- Santa Cruz Rail Trail Segment 7, Santa Cruz, CA
- Venice Beach Oceanfront Walk and Bike Path, Venice, CA
- Whittier Greenway Trail, Whittier, CA

#### **EDUCATION**

 Bachelor of Science, Landscape Architecture, California Polytechnic State University, San Luis Obispo, CA

- Landscape Architect, CA, 4320
- Leadership in Energy and Environmental Design (LEED AP)
- American Society of Landscape Architects (ASLA), Southern California Chapter
- Los Angeles County Bicycle Coalition
- Orange County Bicycle Coalition
- San Luis Obispo County Bicycle
   Coalition
- California Invasive Plant Council
- · California Native Plant Society
- Society for Ecological Restoration International
- U.S. Green Building Council





CREATING ENVIRONMENTS PEOPLE ENJOY,

#### **Project Role**

PROJECT MANAGER/ TRAIL SPECIALIST

#### Experience

8 YEARS OF EXPERIENCE

# KAYLA SZUBIELSKI | ASLA, PLA

Kayla is a licensed California landscape architect and a valued member of RRM's Planning and Landscape Architecture group with a strong design sense, good graphic style, and technical knowledge of design. She has worked on all aspects of the design process for a variety of project types ranging from park and multiuse trail designs to affordable housing. As an avid cyclist and technical designer, Kayla's approach to multiuse trail and bikeway system design is steeped in practical working knowledge of these facilities. Her strong technical design skills, solid project coordination, and industry research prowess, allow her to successfully move complex multiuse projects from concept to implementation for the communities she serves.

#### **RELEVANT PROJECTS**

- 27 Acre Park, Wildomar, CA
- Bradley Park Renovation, San Marcos, CA
- Central Park Master Plan Update, San Mateo, CA
- Cheeseboro Canyon Trailhead, Agoura Hills, CA
- Chino Hills On-Call Landscape Review Services, Chino Hills, CA
- Knickerbocker Drainage Channel Trail, Big Bear Lake, CA
- Las Positas Multi-Use Pathway, Santa Barbara, CA
- Lomas Santa Fe Corridor Study Phase II, Solana Beach, CA
- Otay River Trail Design and Restoration, Chula Vista, CA
- Port of Long Beach (POLB) Trail Planning, Long Beach, CA
- Porterfield Creek Trails Open Space Preserve, Cloverdale, CA
- Rancho Alegre Master Plan and Reconstruction, Santa Barbara, CA
- Randolph Street Rails-to-Trails
   Feasibility Study, Huntington Park, CA
- San Sevaine Trail Connection, Fontana, CA
- Santa Cruz Rail Trail Segment 7, Santa Cruz, CA
- Santa Fe Bike Trail Connection, Visalia, CA
- Whittier Greenway Trail East, Whittier, CA

#### **EDUCATION**

 Bachelor of Science, Landscape Architecture, California Polytechnic State University, San Luis Obispo

- Landscape Architect, CA, 6285
- American Society of Landscape Architects (ASLA), Southern California Chapter
- American Public Works Association (APWA), Southern California Chapter







С.

CREATING ENVIRONMENTS PEOPLE ENJOY,

#### **Project Role**

LANDSCAPE ARCHITECT/ PLANT SPECIALIST

#### Experience

25

### 18 YEARS OF EXPERIENCE

# GINA CHAVEZ | PLA, BFQ Professional

Gina Chavez has over 15 years of experience in landscape architecture and community planning. Project experience includes streetscape design, urban design guidelines, community planning and design, area master plans, park design, and trail design. Gina's expertise ranges from construction drawings for capital improvement projects to diagrammatic policy concepts for infill development and corridor revitalization. As a Bay Area native and Qualified Bay Friendly Landscape Professional, Gina is passionate about her local environment and community. Her dual education in landscape architecture and business brings a practical and creative perspective to the management and design of projects she contributes to.

#### MOST RELEVANT PROJECTS

- Central Park Master Plan Update, San Mateo, CA
- Clarke Ranch Park Master Plan, American Canyon, CA
- Dublin Sports Grounds Master Plan, Dublin, CA
- Fairmont Terrace Park Construction Documents, Hayward, CA
- Greenwood Park Renovation, Hayward, CA
- Hayward Community Garden Master Plan, Hayward, CA
- Hayward Landscape Architecture Services, Hayward, CA
- Livermore Downtown Core Landscape Concept and Stockmen's Park, Livermore, CA
- Mia's Dream Come True Playground, Hayward, CA
- Mt. Madonna County Park Use Plan, Watsonville, CA
- Poplar Creek Golf Course Alternative Use Feasibility Study, San Mateo, CA
- San Felipe Park Master Plan, Hayward, CA
- San Lorenzo Community Park Construction Documents, San Lorenzo, CA
- Springtown Open Space Master Plan, Livermore, CA
- William Payne Park Master Plan, Livermore, CA

#### **EDUCATION**

- Bachelor of Landscape Architecture, Landscape Architecture, California Polytechnic State University, San Luis Obispo, CA
- Master of Business Administration, Business, California Polytechnic State University, San Luis Obispo, CA

- Landscape Architect, CA, 6040
- Bay Friendly Qualified Landscape
   Professional

С.





CREATING ENVIRONMENTS PEOPLE ENJOY,

#### **Project Role**

COMMUNITY ENGAGEMENT SPECIALIST

#### Experience

42 YEARS OF EXPERIENCE

## JIM WOLFE

Since retiring from public service in 2008 after over 30 years in various park and recreation related positions, Jim has spent the past 8 years assisting RRM Design Group with business development focused primarily on public sector projects. Given his experience leading two respected parks and community services agencies in California, Jim works with clients on project development and community outreach/consensus building. He has successfully integrated artistic elements in both new construction and renovations, and offers insights for those interested in pursuing that option. As a former recreation therapist, Jim is also sensitive to the need for improvements to enhance the leisure experience of all community members. Given his professional background, Jim works with agencies and their residents to find creative solutions, always mindful to best represent the needs of the client.

#### **MOST RELEVANT PROJECTS**

- Central Park Master Plan Update, San Mateo, CA
- Dublin Sports Grounds Master Plan, Dublin, CA
- Kennedy Park Master Plan, Hayward, CA
- Meek Estate Park West Terrace, Hayward, CA
- Poplar Creek Golf Course Alternative Use Feasibility Study, San Mateo, CA
- Redlands Parks Facility Condition
   Assessment, Redlands, CA
- San Lorenzo Community Park Master Plan, San Lorenzo, CA
- Springtown Open Space Master Plan, Livermore, CA

#### EDUCATION

- Bachelor of Science, Recreation Administration, California State University Fresno, Fresno, CA
- Associate of Arts, Recreation Administration, Golden West Community College, Huntington Beach, CA

#### ACCREDITATIONS • LICENSES • AFFILIATIONS

- California Park and Recreation
   Society
- National Recreation and Park
   Association



26





CREATING ENVIRONMENTS PEOPLE ENJOY,

#### **Project Role**

## CIVIL ENGINEER/ HYDROLOGY SPECIALIST

#### Experience

10 YEARS OF EXPERIENCE

# BRYAN REDSUN | PE

In his years working in both the public and private sector, Bryan has worked on a wide array of projects for a variety of clients. Bryan is skilled in all project components, but has a special emphasis on the technical aspects involved. His skills in site design have resulted in creative design solutions that help mitigate project risk and assists in efficient construction.

#### **RELEVANT PROJECTS**

- 27 Acre Park, Wildomar, CA
- Anaheim On-Call Traffic Plan Check, Anaheim, CA
- Arcadia Gold Line Station Pedestrian Linkage, Arcadia, CA
- Downey Measure S Park Improvement Projects, Downey, CA
- Fairmount Avenue Fire Station, San Diego, CA
- La Mirada Creek Park Master Plan, La Mirada, CA
- Livermore Downtown Core Landscape Concept and Stockmen's Park, Livermore, CA
- Modesto Area 2 Storm Water to Sanitary Sewer Cross Connection Removal Project- Phase 2 Roosevelt Park, Modesto, CA
- Santa Cruz Rail Trail Segment 7, Santa Cruz, CA
- Sapwi Trails Community Park, Thousand Oaks, CA
- Standard Pacific Park Design, Encinitas, CA
- Verdugo Street Beautification, San Juan Capistrano, CA
- Whittier Greenway Trail East, Whittier, CA

#### **EDUCATION**

 Bachelor of Science, Civil Engineering, University of Arizona, Tucson, AZ

- Professional Engineer, CA, 85505
- American Public Works Association (APWA), Member #837301





#### **Project Role**

RESIDENT ARTIST

#### Experience

### 14 YEARS OF EXPERIENCE

# AMANDA SEIBEL | PLA, LEED AP

As a graduate of Cal Poly San Luis Obispo's Landscape Architecture program, Amanda is a key member of RRM's recreation group. She has used her creativity and design skills on a wide variety of park and recreation projects, including all phases of design from master planning through construction documentation. Also a talented artist, Amanda has led the design and implementation of several public art installations.

#### **RELEVANT PROJECTS**

- Arana Gulch Master Plan
   Implementation, Santa Cruz, CA
- Bandini Canyon Trail Construction
   Documents, San Pedro, CA
- Biddle Park Master Plan, Arroyo Grande, CA
- Central Park Master Plan Update, San Mateo, CA
- City Heritage Park, Parlier, CA
- Clarke Ranch Park Master Plan, American Canyon, CA
- Fairmont Terrace Park Master Plan, Hayward, CA
- Greenwood Park Renovation, Hayward, CA
- Huntington Beach Public Art Master Plan, Huntington Beach, CA
- Johnny Cash Art Trail Master Plan, Folsom, CA
- Kennedy Park Master Plan, Hayward, CA
- La Mirada Creek Park Master Plan, La Mirada, CA
- Morro Creek Multi-Use Trail and Bridge, Morro Bay, CA
- Salinas Public Art Master Plan, Salinas, CA
- San Lorenzo Community Park Master Plan, San Lorenzo, CA
- Santa Cruz Rail Trail Arts Master Plan, Santa Cruz, CA
- Santa Cruz Rail Trail Segment 7, Santa Cruz, CA
- Waller Park Master Plan, Orcutt, CA
- Weekes Park Master Plan, Hayward, CA
- Whittier Greenway Trail East, Whittier, CA

#### **EDUCATION**

 Bachelor of Landscape Architecture, Visual Expression, California Polytechnic State University, San Luis Obispo, CA

- Landscape Architect, CA, 6504
- Leadership in Energy and Environmental Design Accredited Professional (LEED AP)
- Surfrider Foundation, member





## MULTIUSE TRAIL DESIGN

RRM's 45 years of working for public agencies has taught us to start all projects with a clear understanding of expectations including: design elements, deliverables, schedule, and budget. We believe communication is key to our shared success. We will sit down with you in-person to scope out your projects, attend kick-off meetings, present project updates, review plan check comments, and at other key milestones in the project. We also employ a variety of other communication tools to assist our clients including Skype meetings with screen sharing, video conference calls, and project websites. We begin each project with a clear and concise scope of work that meets your objectives. A project schedule is prepared tailored to the scope of work. We provide regular project updates including the status of key project tasks and a list of to-do items for RRM and the project team. RRM conducts internal weekly staff scheduling and a system of project demand forecasting to stay well ahead of the project schedule projecting workloads out weeks and months in advance allows adequate resources to finish the tasks on-time and or ahead of schedule.

Trail projects often start with a preliminary alignment on a map or master plan document and in some cases, a community's longtime vision that has not yet been realized. RRM can quickly field assess alignments with the client team to quickly identify key opportunities and constraints within the corridor. Since we have an in-house interdisciplinary design team and sub-consultants that we share years of experience working together, we provide the client with an efficient design team that brings a fresh look to alternative alignments and innovative possibilities.

Using our early review of trail corridors without previous preliminary designs or identified alignments, RRM can provide route connectivity analysis to analyze opportunities using powerline easements, creek and river corridors, active and abandoned rail corridors, public and private utility easements, and existing street and roadway networks.

29

# COMMUNITY ENGAGEMENT

#### How does RRM reach the unreachable?

Often hosting public forums to obtain feedback is not enough to capture strong community representation. RRM utilizes a variety of methods to engage a broad spectrum of the community in meaningful dialogue.

## We'll come to you

Engage a broad cross-section of residents by reaching out to them where they already meet and at places they already are.

- Pop-up events
- Farmers markets
- Places of worship
- Service organization meetings
- Youth sport events



# Participate from anywhere

Disseminate information and allow people to access info and provide input on their own time.

- Social media
- Project websites
- Newsletters
- Surveys
- Mobile Applications



## Bring people together for a conversation

Events that bring the community together enable a discussion among those with a variety of perspectives.

- Community workshops
- Open houses
- Walking tours
- Youth outreach



#### OMMUNITY OPEN HOUSE SLO FARMER'S MARKET THIS THURSDAY MARCH 19th MARCH 19th MARCH 19th

## Enable others

Utilizing community ambassadors fosters grassroots feedback and extends the reach and depth of community rapport.

• Outreach toolkits



## Formal processes

Check-ins with decisionmakers throughout the process reduce the potential for surprises at the end, promoting a smooth public review and adoption process.

- Stakeholder interviews
- Project committees
- Decision-makers check-ins
- Public hearings





30

# INTERPRETIVE PLANNING

- I. Pinnacles National Park Visitor Center
- 2. Port San Luis Master Plan

C.

3. Oroville Centennial Plaza

- 4. Santa Ana River Bike Trail
- 5. Cloisters Master Plan
- 6. Arroyo Grande Creek Promenade











## PRINCE MEMORIAL GREENWAY SANTA ROSA, CA

#### NOTABLE INFO & STATS: Client: City of Santa Rosa

Project Timeline: Completed in 2001 Project Size: 0.6 Miles in Length

> **RRM SERVICES PROVIDED:** Landscape Architecture, Planning

# Lalla.



#### **RECLAIMING AND RESTORING AN URBAN CREEK**

Enlisting widespread community participation, RRM completed the Master Plan, design development plans and construction documents for Prince Memorial Greenway. RRM's urban designers and landscape architects collaborated with a team of civil engineers, hydrologists, biologists and public artists to revitalize a concrete drainage channel into a lush greenway and trail system. After an extensive public collaboration, the design of the project emerged as a linear parkway with urban design, restoration and recreation elements, including a multimodal ADA accessible bike and pedestrian path, parks and plazas, public sculptures, extensive restoration landscaping and a naturalized creek bottom.











## **OTAY RIVER TRAIL DESIGN AND RESTORATION** CHULA VISTA, CA

NOTABLE INFO & STATS: Client: ICF Jones & Stokes, Inc. Project Timeline: 2017-current

RRM SERVICES PROVIDED: Landscape Architecture RRM Design Group was selected in association with ICF to prepare the preliminary trail network plan for the Otay River Trail Design and Restoration, occurring on a 285-acre mitigation bank parcel in Chula Vista. The approved 5-mile trail network will enhance the user experience, improve drainage of existing trails, reclaim redundant trails, lower maintenance and connect to the larger regional trail system while providing access for the various site users such as hikers, mountain bikers, utility companies, and border patrol. Throughout the project lifecycle, great emphasis was given to coordination with the key stakeholders including City of Chula Vista, County of San Diego, U.S. Border Patrol, San Diego Gas and Electric, California Fish and Wildlife, and the Otay Valley Regional Park Citizen's Advisory Committee.

6000

 $\square$ 



## ARANA GULCH MASTER PLAN SANTA CRUZ, CA

NOTABLE INFO & STATS: Client: City of Santa Cruz Project Timeline: Completed 2015

RRM SERVICES PROVIDED: Landscape Architecture, Surveying, Engineering

6000

Working with the City of Santa Cruz, RRM Design Group led a team of trail planning and design specialists in the development of the Broadway-Brommer Bicycle/Pedestrian Pathway. This pathway provides bicycle commuters improved access and a direct east-west route from Live Oak and other unincorporated communities into the city of Santa Cruz via a Class I facility. The connection crosses the 55-acre Arana Gulch Open Space, completing a link between existing Class Il bike lane facilities and enriching the city's bicycle network. Challenges included designing a 360-foot bicycle/pedestrian bridge, sensitively locating the pathway around Santa Cruz Tar Plant populations (an endangered species), and looking for creative design solutions for the site's varied topography. RRM provided project management, multiuse trail design, civil engineering, landscape architecture, surveying, and permitting assistance.





С.

Cory Caletti, Senior Transportation Planner, Regional Transportation Commission of Santa Cruz County







### MONTEREY BAY SCENIC SANCTUARY TRAIL AND SEGMENT 7 RAIL TRAIL SANTA CRUZ, CA

#### NOTABLE INFO & STATS:

Client: Santa Cruz County Regional Transportation Commission Project Timeline: 2011-Current Project Size: 40 Miles

#### **RRM SERVICES PROVIDED:**

Trail Planning, Landscape Architecture, Mapping



600



Planning and Design Award, National Trails Awards, American Trails, 2015 Award of Excellence, Transportation Planning, American Planning Association (APA), California Chapter, Northern Section, 2014 Merit Award, Planning, California Trails and Greenways Conference (CTGC), 2014

35

RRM Design Group is leading an effort on behalf of the Santa Cruz County Regional Transportation Commission to develop a braided trail network with the rail corridor serving as a continuous multi-use trail spine to provide alternative transportation and coastal access along Santa Cruz County's 40-mile-long coast. Implementation of this key transportation corridor will allow greater transportation options to more than 80 parks, 25 schools and over half of the county's population who live within one mile of the corridor. RRM is currently preparing construction documents for the 2.2-mile long segment that runs through the City of Santa Cruz and includes twelve (I2) at-grade trail crossings, pedestrian and bike bridges, extensive retaining walls, and flood control facilities.

## FOLSOM CASH ART TRAIL MASTER PLAN FOLSOM, CA





The City of Folsom retained RRM to collaborate with a team of artists to realize the vision of creating an extraordinary, world class linear public art project honoring Johnny Cash.

Running across Folsom Prison property, the venue of Cash's historic 1968 concert, the trail will become part of Folsom's extensive trail network.

RRM designed the 3-acre Legacy Park (*pictured above*), and provided landscape architecture for seven interactive sculpture nodes along the 2.5-mile route.


Firm and Team Information | SECTION 1

"RRM's ability to deal with sensitive habitat areas and revegetation issues has been a must on our project. If you have a need for a [consultant] that understands the natural as well as built environment, RRM will serve you well with."

France Merat, President, The Cloisters







### MORRO DUNES TRAILS AT THE CLOISTERS MORRO BAY, CA

#### NOTABLE INFO & STATS:

Client: Santa Cruz County Regional Transportation Commission Project Timeline: 2011-Current Project Size: 40 Miles

#### **RRM SERVICES PROVIDED:**

Trail Planning, Landscape Architecture, Planning



X

200

#### **AWARDS:**

 Gold Nugget Award of Merit - Best Community Site Plan 100 acres or less, Pacific Coast Builders Conference
Merit Award, American Society of Landscape Architects (ASLA), Southern California Chapter
Quality of Life Merit Award, American Society of Landscape Architects (ASLA), Southern California Chapter RRM prepared a comprehensive trail system in conjunction with the 84-acre, 120-lot Cloisters coastal subdivision. The coastal trail navigates environmentally sensitive coastal dunes and wetlands, using innovative solutions like raised boardwalks made of recycled materials to allow water flow in natural flood areas; interpretive exhibits; habitat fences; and extensive dune restoration, revegetation and monitoring. The trail connects to picnic and play areas, surrounding wetlands, beachside neighborhoods, and Class I Citywide bike system. RRM coordinated all approvals and permits through the City, California Department of Parks and Recreation, California Regional Water Quality Control Board, California Department of Fish and Game, and California Coastal Commission.

17

С.

С.

# UNDERSTANDING OF PROJECT

With our understanding of your key objectives and our proposed work plan, we feel we have a solid grasp of how to deliver a successful master plan improving the existing Crocker Park Trail for you and the community. We present the following narrative to explain our approach to working with the City and a preliminary take on some key objectives and challenges to be addressed during the planning process. A complimentary conceptual plan follows on page 25 highlighting various opportunities and site conditions we saw on site and while researching. Icons associated with each key objective below are represented throughout the plan to identify preliminary opportunities and conditions we have observed on-site.

# EFFECTIVE, MEANINGFUL COMMUNITY ENGAGEMENT



**Objective:** Facilitate an outreach process that leads to an informed and practical master plan, broadly supported by the community and Technical Advisory Committee, then embraced by the Parks and Recreation Commission and City Council.

**Approach:** Let's begin engaging the community from the start by collaborating with them to accomplish all project goals in a way that is mutually attractive to the City, stakeholders, and the broader Brisbane community. We will be transparent, respectful, and genuine in our discussions with the community, while concurrently accomplishing the task at hand for you, our Client. Very recently, in San Mateo County, we engaged the public for the Central Park Master Plan. We know the questions to ask and the concerns of folks that live and work near public trails and spaces. Especially our community outreach specialist and "community whisperer", Jim Wolfe who is a former parks manager with 10 years of experience working on our most complex outreach efforts in the Bay Area. Collectivity we can build this master plan process on a strong footing by reaching as much of the community as possible through stakeholder meetings, community workshops, pop-up workshops at community events, and a project information website which is detailed further in the scope of services on page 34. It's important to talk to folks about how they currently use the space and their desires. Our team will talk with the staff, to hear about what works and what concerns them. All this dialog will make the public meetings more productive because we will have important feedback that allows us to design better workshops.





Project Approach | SECTION 2



# ACCESS AND CONNECTIVITY

**Objective:** Examine and consider improving public trail access points, developing trailheads, open space nodes, adjacency connections, and improving the accessible experience.

**Approach:** We will analyze the existing established trail system seeking opportunities to increase connectivity to and throughout the trail for improved safety, accessibility and to promote access to nature, art, and trail amenities for the various user groups. You have already identified a key aspect of trail accessibility by applying for and being recommended to receive grant funding for trail surfacing to allow pedestrians, wheeled transportation, bicyclists, and strollers to journey along the trail with ease. Equally as important, is allowing users convenient and safe access to the trail. Our trail designers, in conjunction with W-Trans, will analyze traffic conditions for opportunities to control and improve trail crossings and access points. After we hear from the stakeholders and community at the first workshop to absorb their desires and concerns, we can begin to identify the character of the site and fold it into the design of a trailhead to provide a sense of arrival for visitors. Identity and placemaking can be used to strengthen the existing connections within the community. After researching and walking the site, key connections to the community that stood out are the connection to the Dog Park, San Bruno Mountain trail system, Crocker Park industrial businesses, Lipman Middle School, residential developments, the link of the Quarry Road Trail to downtown, and the future opportunities that will tie into the Brisbane Baylands pedestrian and bicycle network with links to additional open space, the bayfront, Caltrain, and potentially a charter high school. We will continue to examine the connections we witnessed and others identified through stakeholder and community engagement to improve connectivity with current and planned wayfinding signage and strategic access improvements.

Project Approach



## ENVIRONMENTAL PRESERVATION



**Objective:** Identify and understand the implications of any biological constraints or sensitive species that may be encountered in the project area and how best to approach them in the context of project goals.

Approach: Building from the previous documents and studies for this site and our environmental team's experience within the community working for the Quarry, WRA, will visit the site and map the location of any potential biological constraints including biological communities or species that are regulated by local, state, or federal laws and regulations and biological opportunities. Examples of biological constraints include wetlands, riparian habitat, native grassland, and habitat for threatened or endangered species. Biological opportunities may include areas of weeds that can be removed to enhance the natural habitat or areas of native habitat that can be restored to improve the ecological functions and values of those habitats. These biological enhancements and constraints are a great opportunity to continue a joint project with the Guadalupe Valley Stewards, San Bruno Mountain Watch and begin to involve students from the Lipman Middle School after school programs and science classes to maintain native habitats and remove non-native species. We will share the findings with the community, educate them, present opportunities and constraints and then we listen. Our promise to you is to never lose sight of the community's vision. If we educate the public and listen to their needs, together, we can successfully achieve the balance between infrastructure and nature to develop a trail design that will be a true reflection of your community's collective vision. This reflection can be maintained over time by continuing the education with interpretive panels and volunteer opportunities.





# EMBRACE PUBLIC ART AND INTERPRETIVE EDUCATION

**Objective:** Identify locations to incorporate public art and interpretive educational elements into the trail system.

**Approach:** RRM understands the importance of weaving interpretive areas and public art into design; in our experience, the two go hand-in-hand. Public art interprets the history or essence of a place, its people, and educates the community about the environment. It is site specific and created in response to the land in which it resides. There are so many meaningful stories to enrich the visitor experience at Crocker Park Trail, including the "City of the Stars" holiday tradition, the former Southern Pacific Railroad where the trail exists, as well as educating the community about preservation and restoration of the flora and fauna from the Mission Blue butterflies to the Pacific Chorus Frogs environment. RRM has resident artists and talented interpretive design staff with the skills to identify art opportunity areas and interpretive elements that are fully integrated into the landscape. Additional ways we have engaged the community is including them in the production of the art by allowing them to help paint the murals or place mosaic tiles under direction of the artists. We understand that the City has a robust public art process. Working with your process, the Public Art Advisory Commission, the Public Art Ordinance and your community, we will enrich the trail experience through art and education.

**DN 2** | Project Approach



# PROMOTE RECREATION ON THE TRAIL

**Objective:** Design a trail based on the community's recreational needs.

**Approach:** Understanding the trails looped system and central location, it serves as a recreation resource to the community and its visitors. On one hand, we need to design for those who desire active amenities like the informal group of coworkers we saw onsite challenging each other to race to a set location, and on the other hand, design for the passive nature lovers who are taking a leisure walks to listen to the croaks of the Pacific Chorus Frogs or kneeling to photograph the towhees, sparrows and wide variety of wildlife. We are confident our Parks, Trails, and Open Space Group here at RRM can strike a balance between both. Our approach to do so is quite simple. Like most public trails, the program for Crocker Park Trail will be largely driven by the community outreach process. Understanding the role Crocker Park Trail currently plays on the community's lives is key to how our team will re-imagine its recreation offerings, seeking not to make a wholesale change, but to amplify what folks like, and then rethink underutilized aspects. For instance, enhancing the pathway to offer a robust exercise circuit, creating opportunities to add rest areas, providing parking and repair tools for bicyclists and refreshing the materials onsite will be explored further with community at the design workshops.

Æ

# IMPROVE SAFETY



**Objective:** Study existing safety at trail crossings and on the trail.

**Approach:** Seeing the challenges associated with the close proximity of adjacent industrial properties and existing trail crossings on downhill curves, it's important to understand the need to focus on safety and security. This is always a challenge for public spaces and community trails. We have once again teamed with W-Trans to analyze current traffic conditions and consider crossing improvements to improve pedestrian and vehicular awareness. In addition to safer access, we will employ strategies to deter unwanted activity by activating the space and attracting positive energy.



# PROJECT LONGEVITY

С.

**Objective:** Encourage, promote, and plan for the Crocker Park Trail Legacy.

**Approach:** You will a get a head start on the trail legacy as we re-image the trail through the lens of integrating engineering, science and design by providing a final master plan that has environmental input to assist and respond to sites biological constraints, analyzed roadway crossings to implement safety improvements, and identified technically sound drainage and engineering solutions to the trail design. With years of trail design experience comes maintenance knowledge and lessons learned and ways to reduce maintenance from the beginning by proposing durable trail surfaces, engineered trail section, durable amenities and art, and reduced maintenance landscaping. You can reduce your maintenance responsibilities by engaging the community with volunteer opportunities through the school districts, art groups, and environmental groups such as San Bruno Mountain Watch and Guadalupe Valley Stewards. Volunteers will begin to feel more ownership and promote continued care and legacy of the Crocker Park Trail.

# AFFORDABILITY AND FUNDING ANALYSIS



**Objective:** Recognize the current funds available, define project cost and research potential grants to minimize the remaining cost to implement the project.

**Approach:** We understand that the end goal for you and your team is an adopted trail master plan that you can use to solicit additional grants and donor funding, and a product that you can seamlessly roll into an RFP for construction documents. We are a multi-disciplinary firm of landscape architects, architects, civil engineers, and our team is made up of both creative artists and designers, as well as technical engineers and experts. This multidisciplinary team dynamic will deliver to you a both beautifully rendered and technically sound trail master plan. To understand the cost of all the desired improvements, thorough cost estimates

will be performed. Depending on the results of the cost projections, potential grants can be explored. Knowing the current OBAG Cycle 2 Grant will cover a majority of the surfacing but not the entire project, our team will research and build a matrix of additional grants which line up with various components for the trail improvements. Analyzing the potential grants, those with the greatest alignment to the project will be graphically identified and overlaid onto the final master.



Identifying the costs and determining the remaining amount required to implement the project will best position you to win grant funding and turn your master plan into reality.



#### CONCEPTUAL PLAN С.



City of Brisbane | PROPOSAL FOR CROCKER PARK RECREATIONAL TRAIL MASTER PLAN

# COMPREHENSIVE WORK PLAN

Detailed and thorough, this work plan will move Crocker Park Trail from concept-to-approval

Building upon the RFP, our site visit, document research, discussions with City staff, and initial design thinking, we have developed a detailed scope of services to take your trail through the collaborative planning process to deliver a community supported trail master plan ready to go after funding for future implementation. This scope approach is tailored specifically for your Crocker Park Trail project and is based on our years of community outreach and trail design experience throughout California.

#### **TASK A: PROJECT RESEARCH SERVICES**

- Subtask A.01: Kickoff Meeting & Site Reconnaissance
- Subtask A.02: Background Data Collection & Review

#### **TASK B: MASTER PLANNING SERVICES**

- Subtask B.01: Stakeholder Interviews and Group Discussions (TAC I)
- Subtask B.02: Community Workshop I (Background, Constraints, Goals, Objectives, Vision)
- Subtask B.03: Preliminary Master Plan
- Subtask B.04: Preliminary Master Plan Review (TAC 2)
- Subtask B.05: Community Workshop 2 (Present Preliminary Master Plan)
- Subtask B.06: Community Workshop 3 (Pop-Up at Community Event)
- Subtask B.07: Draft Master Plan
- Subtask B.08: Draft Master Plan Presentation (Joint Council/TAC 3)
- Subtask B.09: Final Master Plan
- Subtask B.10: Grant Funding Opportunity Overlay
- Subtask B.II: Final Master Plan Presentation (Parks and Recreation Commission)
- Subtask B.12: Final Master Plan Presentation (City Council for Adoption)

#### **TASK C: PROJECT COORDINATION SERVICES**

- Subtask C.01: Project Coordination and Management
- Subtask C.02: Project Information Website

Through this master planning process, along with our support team, we will get to know the site, stakeholders, the community, and funding opportunities. There will be outreach to the community, engaging them in the enhancement of Crocker Park Trail through a series community events. Ultimately, this process will conclude with the Parks and Recreation Department recommending the plan for approval and City Council adopting the master plan and certifying the CEQA document. The following scope of services will walk you through each step we will take to deliver a comprehensive and community supported master plan for Crocker Park Trail.

С.

С.

# TASK A: PROJECT RESEARCH SERVICES

#### A.01: Kickoff Meeting & Site Reconnaissance

To jump-start the project, RRM's team will facilitate a kickoff meeting and site investigation. The kickoff meeting will start mid-morning and be attended by the City's project management team, RRM's trail designers, environmental consultant, and traffic consultant. This meeting will provide an opportunity to pick up any hardcopy format project data and discuss the City's current thoughts regarding goals and objectives for the trail. This meeting will also provide a forum to discuss the "nuts and bolts" of the master plan development process. To keep the kickoff meeting on track, RRM will prepare an agenda in consultation with staff, and likely include the following topics:

- Desired project outcomes
- Utilization of previous studies/work efforts (RRM will begin review prior to meeting)
- Community outreach strategy
- Identification of stakeholders and focus groups
- Formation of a Technical Advisory Committee
- Use of project information website
- Communication protocol and general project management housekeeping
- Schedule

Following the kickoff meeting, we can refuel with delicious tacos at Melissa's Taqueria before walking the site. The purpose of this post-lunch walk is to conduct a field investigation of the trail's physical features, context, and connectivity potential with City and RRM team staff. The site investigation will also provide an opportunity to inspect and photo log the existing facilities. We anticipate spending a significant amount of time on foot, exploring the site, getting to know its qualities and character.

#### **DELIVERABLES:**

- Prepare for and conduct one (I) kickoff meeting and one (I) site reconnaissance
- Meeting notes

#### A.02: Background Data Collection & Review

RRM will collect from the City relevant project data for the design effort, including but not limited to:

- As-built data
- Existing improvement drawings
- · Any previous hydrology studies
- Record data
- City GIS databases

- Recreation programming plans
- Underground and overhead utility plat maps and data
- Property survey
- Property boundaries

RRM's team will review this data for completeness and may request additional information from the City, as necessary, to analyze the project background and establish a database that will play a critical role in assessing all aspects of the trail's design.

- · Collect and review relevant data as noted above
- · Compile data in a portable file for use by the Client and design team



## TASK B: MASTER PLANNING SERVICES

#### B.01: Stakeholder Interviews and Group Discussions (TAC I)

Stakeholder meetings and focus group meetings will take place over a one-day period. A Technical Advisory Committee (TAC) will be formed by the City with members from Parks and Recreation Commission, Open Space and Ecology Committee, Complete Streets Safety Committee, and Public Art Advisory Committee. Additional stakeholders may consist of individuals and/or groups which are recommended by City staff. Potential groups may include:

- Technical Advisory Committee
- San Bruno Mountain Watch and Guadalupe Valley Stewards
- Lipman Elementary School and Club Lipman
- Trail Adjacent Businesses

These focus group meetings will consist of small group or individual meetings with community members with a stake in the Crocker Park Trail project. This is done to conduct an open and effective dialogue with the community and mitigate any potential concerns about the trail improvements.

#### **DELIVERABLES:**

- · Summary of stakeholder meeting notes
- Summary of focus group meeting notes

#### B.02: Community Workshop I (Background, Constraints, Goals, Objectives, Vision)

Following the stakeholder and focus group meetings, the first community workshop will be held to set the stage for the planning and design process. Background information will be presented, followed by exercises to engage the community regarding the future vision, goals, uses, and amenities for Crocker Park Trail. The location will be decided upon by City staff, but a likely workshop location would be at City Hall because of its proximity to the trail. We envision the workshop program as follows:

- Presentation of project background and program for the evening (PowerPoint or similar)
- Breakout for goals and visioning
- Brainstorming art and amenity ideas
- Amenities prioritizing dot exercise
- Wrap up and next steps announcement

RRM will take photos and summarize the information gathered to be posted on the City's project information website for viewing and review at subsequent public meetings.

#### **DELIVERABLES:**

- Plan and facilitate workshop
- Presentation materials and graphics
- Community input summary

#### **B.03: Preliminary Master Plan**

Based on the results of the stakeholder interviews, group discussion, community workshop, and site investigations, RRM will develop the preliminary master plan for presentation at community workshop #2 following the TAC committee review. The preliminary master plan will illustrate the trail's design and layout aspects as follows:

#### **RECREATIONAL DESIGN**

RRM's trail designers will develop an overall plan focusing on the trail layout, amenities, character, trailhead improvements, location of proposed infrastructure in response to environmentally sensitive areas, drainage constraints, roadway enhancements, and additional amenities identified through community engagement. The site plan will also show connectivity to existing and proposed City facilities.

#### ART OPPORTUNITIES & INTERPRETIVE DESIGN

Working with the technical advisory committee, stakeholders, and community, the preliminary master plan will illustrate a structured and thoughtful approach to integrating the culture and history of Brisbane into the Crocker Park Trail. RRM's team will identifying potential locations for art and interpretive educational opportunity areas throughout the trail.

#### **BIOLOGICAL CONSTRAINTS ASSESSMENT**

A WRA ecologist will conduct a site visit to assess and map the location of any potential biological constraints. Constraints are sensitive biological communities or species that are regulated by local, state, or federal laws and regulations. Examples include wetlands, riparian habitat, native grassland, and habitat for threatened or endangered species. Projects that result in impacts to these sensitive biological resources often require regulatory agency permits and/or specific mitigation measures developed through the CEQA process to minimize the impacts to a less than significant level. WRA will map the locations of any sensitive biological resources and the spatial data will be provided to the project team for the planning process.

#### TRAFFIC ENHANCEMENT ASSESSMENT

W-Trans' traffic engineer will conduct a site review and evaluate the existing traffic conditions at four of the five trail crossings at S Hill Drive, W Hill Drive, N Hill Dr, and Valley Drive. The site review will include data collection such as informal travel speed measurements, I5-minute sample traffic volume counts, and sight distance measurements. W-Trans will also request available traffic count data from City files. The focus of the assessment will be data collection to support evaluation of street crossings to determine the ideal intersection crossing treatments at each of the four locations, including striping and signing, warning beacons such as Rapid Rectangular Flashing Beacons, pedestrian hybrid beacons (also known as HAWKs), or traffic signals. The outcome of these preliminary background research and constraints identification efforts will be summarized in a technical memorandum.

To help illustrate the preliminary master plan and convey the design intent, RRM will prepare a diagrammatic plan graphic and imagery that evoke the vision and character of key areas of the trail. The plan and supporting graphics will be colored and labeled for use in meetings and posting on the project website. The graphic package will be presented to the TAC for review and comment ahead of the upcoming community workshop #2.

- One (I) preliminary master plan
- Vision and character boards

- One (I) Biological Constraints Technical Memo
- One (I) Traffic Analysis Technical Memo



#### **B.04: Preliminary Master Plan Review (TAC 2)**

Before rolling out the preliminary master plan to the community, RRM will preview the preliminary master plan and vision with the TAC to gain consensus for master plan and its components. We envision the plan review unfolding as follows:

- · Recap of the community and stakeholder input thus far
- · Overview of the trail and key features
- · Review of vision and character boards
- Interactive discussion and review
- Recommended option: walk key sections of the trail with the plan in hand to "ground-truth" the preliminary plan
- Discuss any adjustments to the preliminary plan needed before rollout at the upcoming community workshop

Based on the outcome of the TAC meeting, the preliminary master plan will be updated prior to presentation at the community workshop #2. TAC members will be encouraged to attend the workshop.

#### **DELIVERABLES:**

- Plan and facilitate one (I) work session with TAC
- One (I) preliminary master plan review summary memo

#### B.05: Community Workshop 2 (Present Preliminary Master Plan)

The second community workshop will be an Open House format meeting to update stakeholders and community members on the project's evolution since the first community workshop and share the preliminary master plan for the Crocker Park Trail. The open house format will afford design team members, and City staff an opportunity to engage with participants to discuss the trail alignment, amenities explored, art opportunities, provide project information, answer questions, and deliver projected milestone dates. RRM will prepare the open house exhibits, name tags, sign-in sheet. RRM will present a brief project update, the plan and inspiration images and the participants will then be asked to weigh-in on the amenities shown and prioritize desires. We envision the workshop program as follows:

- · Open house session (informal discussion and viewing exhibits)
- · Brief project update presentation discussing what has been done and what is next
- · Breakout groups to review the preliminary plan
- Exercise to prioritize opportunities
- Wrap up and next steps announcement

The City will be responsible for securing the meeting location and handling the meeting noticing. Again, a likely workshop location would be the City Hall because of its proximity to the trail.

- Plan and facilitate workshop
- · Presentation materials and graphics
- Community input summary

C.

#### B.06: Community Workshop 3 (Pop-Up at Community Event)

In an effort to broaden the outreach and get more exposure for the future the Crocker Park Trail, RRM will work with City staff to facilitate a pop-up style workshop at a local community event. Potential events could be Concerts in the Park in June/July or at the Thursday Farmers Market, etc. RRM will assist the city with setting up a booth where we will invite participants to learn about the project, share their ideas, and weigh in on the preliminary trail master plan and supporting inspiration imagery. Not only will the pop-up workshop help inform the trail improvements, it will also advertise and promote the trail to the community and energize community involvement.

#### **DELIVERABLES:**

- · Attend and assist City with a pop-up workshop
- Community input summary

#### **B.07: Draft Master Plan**

Based on the data generated at the community meetings and consultation with City staff, RRM will develop the preliminary master plan to a draft master plan level for presentation back to the community at a joint Council/TAC meeting. The draft master plan will illustrate the trail's design and layout aspects as described in Task B.03. To help illustrate the draft master plan and convey the design intent, RRM will prepare character perspective sketches, sections, and imagery that evoke the vision and character of key areas along the trail. The plan and supporting graphics will be colored and labeled for use in meetings and posting on the project website.

#### **DELIVERABLES:**

- One (I) draft master plan
- Two (2) trail sections
- Three (3) perspective character sketches

#### B.08: Draft Master Plan Presentation (Joint Council/TAC 3)

RRM will attend a joint meeting with the City Council and TAC to present the draft master plan. At City discretion, RRM is recommending this presentation be held as special public meeting, where we will present the direction of the design as a draft master plan. We will prepare a digital presentation that includes a summary of the design process and the graphics prepared in Task B.07. Presentation of the draft master plan will include the feedback acquired from stakeholders, focus groups, community workshops I and 2, and the pop-up workshop. The goal of this joint meeting is to go over all the plan elements and receive any comment or suggestions on the draft master plan that will inform RRM's team as we prepare the final master plan for adoption by the City. We envision the meeting as follows:

- Presentation summarizing design process that lead to the draft master plan,
- · Overview of the trail master plan and key features
- · Interactive discussion and review
- Highly recommended option: Heading to the trail for ground truthing with the plan in hand
- Wrap up and next steps announcement

- Prepare for and present at one (I) Joint Community Advisory Bodies meeting
- · Presentation materials and graphics



#### **B.09: Final Master Plan**

RRM's team will "polish" the design elements detailed in the draft master plan package based on the results of the draft master plan presentation to the joint City Council/TAC and consultation with City staff to create the final rendered graphics package, fully illustrating the entire trail master plan for presentation back to the community at the upcoming Parks and Recreation Commission meeting. The graphics package will be posted on the project website, and will play a vital role in any subsequent grant applications the City pursues. Based on the final master package, RRM's construction cost estimator, Precision Estimating Services, will prepare a construction cost projection. The cost projection will be itemized with supporting item descriptions and unit costs.

#### **DELIVERABLES:**

- One (I) color rendered master plan package including plans, perspective character sketches, and sections
- One (I) construction cost projection

#### **B.10: Grant Funding Opportunity Overlay**

RRM will assist City staff in researching potential grant sources aimed at funding portions of the project. For example, public agency grants related to healthy communities, water quality improvements, alternative transportation, and public art will be explored, as well a non-traditional private foundation grants targeting projects in alignment with each Foundation's mission. RRM will work with City staff to prepare a grant matrix and grant opportunity plan overlaid on the final master plan identifying the elements applicable to the various grants.

#### **DELIVERABLES:**

- One (I) applicable project grant matrix
- One (I) project grant opportunity overlay plan

#### **B.II: Final Master Plan Presentation (Parks and Recreation Commission)**

RRM will work with City staff to prepare for and present the final master plan to the Parks and Recreation Commission. The goal is to present the final master plan along with the grant funding overlay to the commission so the they can recommend the master plan to the City Council for adoption. RRM will develop a PowerPoint, and/or other presentation support media/graphics as determined appropriate by the City/RRM team.

#### **DELIVERABLES:**

- Present the final master plan to Parks and Recreation Commission
- Support media/graphics

#### **B.12: Final Master Plan Presentation (City Council for Adoption)**

RRM will work with City staff to prepare for and present the final master plan to the City Council. The goal is to present the final master plan along with the grant funding overlay and city prepared CEQA document to Council to adopt the CEQA document and then adopt the master plan on the same evening. RRM will develop a power point, and/or other presentation support media/graphics as determined appropriate by the City/RRM team.

- · Present the final master plan to City Council
- Support media/graphics

# TASK C: PROJECT COORDINATION SERVICES

#### C.01: Project Coordination and Management

RRM will coordinate with City and design staff, and sub-consultants as necessary on an on-going basis throughout the project's lifecycle. This task also includes project schedule creation and status reports as tasks are completed, document review, and day-to-day project coordination efforts including general correspondence and telephone conferencing as required to support City staff during the project's development.

#### **DELIVERABLES:**

• Memos, meeting minutes, project schedule maintenance and general correspondence for document control, compiled and stored in electronic file form

#### **C.02: Project Information Website**

Working with City staff, RRM will create a website or webpage for Crocker Park Trail that will serve as the home base for all public information about the improved trail including: a summary of the project, noticing for all public meetings and other events, as well as project status and next steps. To direct community members to the website, RRM will design a business card with website address, URL(s) and/or a QR Code to distribute throughout the project initiation and master planning phases.

#### **DELIVERABLES:**

- · Initial set up of project website
- Informational business cards

#### **ASSUMPTIONS**

- · City will coordinate and reserve community meeting facilities
- · City will coordinate with stakeholders and schedule stakeholder meeting time slots
- City will provide one (I) contact person who will serve as the City's representative and will consolidate all plan review comments for each submittal milestone into one (I) list of official comments to which RRM can respond
- City will prepare environmental analysis (CEQA) documentation
- Topographic survey and boundary lines in AutoCAD format
- · City to provide traffic count data from City files

#### LIMITATION OF SCOPE

Please note that the tasks to be performed by the RRM team are limited to those outlined above. This scope of services excludes the following:

- Independent verification of the accuracy of City provided information
- Topographic survey
- Supplemental field survey
- Record boundary survey
- Environmental analysis (CEQA/NEPA)
- Traffic count services
- Geotechnical investigations
- Archaeological testing
- Payment of fees (permit, processing, noticing, etc.)



# PROJECT SCHEDULE

ID	Task Name	Start	Finish	2020
				April May June July 4/5 4/12 4/19 4/26 5/3 5/10 5/17 5/24 5/31 6/7 6/14 6/21 6/28 7/5 7/12 7/19
1	Project Research	Mon 4/13/20	Fri 5/15/20	
2	RRM Notice to Proceed Issued	Mon 4/13/20	Mon 4/13/20	4/13
3	Conduct Kickoff Meeting and Site Reconnaissance	Thu 4/16/20	Thu 4/16/20	4/16 Conduct Kickoff Meeting and Site Reconnaissance
4	Collect and Review Background Data	Mon 4/13/20	Fri 5/15/20	Collect and Review Background Data
5				
6	Master Planning	Tue 4/21/20	Thu 9/17/20	
7	Conduct Stakeholder Interviews (TAC Mtg #1)	Tue 4/21/20	Tue 4/21/20	4/21 Conduct Stakeholder Interviews (TAC Mtg #1)
8	Conduct Community Workshop #1 (Background, Constraints, Goals, Vision)	Wed 4/22/20	Wed 4/22/20	4/22 👗 Conduct Community Workshop #1 (Background, Constraints, Goals, Vision)
9	Prepare Preliminary Master Plan	Thu 4/23/20	Fri 6/5/20	Prepare Preliminary Master Plan
10	Host Preliminary Master Plan Review Session (TAC Mtg #2)	Wed 6/10/20	Wed 6/10/20	6/10 Host Preliminary Master Plan Review Sess
11	Conduct Community Workshop #2 (Preliminary Master Plan Presentation)	Wed 6/17/20	Wed 6/17/20	6/17 Conduct Community Workshop #2
12	Conduct Community Workshop #3 (Pop-Up at Concerts in the Park Kick-Off )	Fri 6/26/20	Fri 6/26/20	6/26 Conduct Community Wor
13	Prepare Draft Master Plan	Mon 6/29/20	Fri 8/7/20	
14	Present Draft Master Plan at Joint City Council/TAC Meeting (TAC #3)	Wed 8/12/20	Wed 8/12/20	Present Draft Master Plan at Joint City Council/TAC
15	Prepare Final Master Plan	Thu 8/13/20	Wed 9/2/20	
16	Present Final Master Plan to the PRC (Adoption Recommendation)	Wed 9/9/20	Wed 9/9/20	Present Final Maste
17	Present Final Master Plan to City Council (MP Adoption)	Thu 9/17/20	Thu 9/17/20	F
Project:	Crocker Park Trail Master Pla Trail Design Team Activity	Agency Activi	ty	Milestone

7/19 7/26	August 8/2 8/9 8/16 8/23	Se 8/30 9/6	ptember 9/13 9/20	0/27
7/19 7/26	8/2 8/9 8/16 8/23	0/30 9/0	9/13 9/20	9/27
		I I		1
	1   	I I		- - -
		l I		
	   	I I		
	   	t L		I I
		l l		
				I
	   	l I		   
		1		
	·   	i I I		-
		l l		i I
Session (TA	C Mta #2)	1 		I I
		[ [ [		
o #2 (Prelimi	nary Master Plan Presentation)			i I
Norkahan #	3 (Pop-Up at Concerts in the Pa	k Kick Off )		I I
workshop #	o (Fop-op at concerts in the Fa			
	Prepare Draft Master P	an		i I
		1		-
/TAC Meetin	g (TAC #3) 💊 8/12			
		Prepare F	inal Master Pla	n
laster Plan to	the PRC (Adoption Recommen	idation) 🍎 9/	9	I
Present I	Final Master Plan to City Counc	I (MP Adoptio	on) <b>4</b> 9/17	   
		1 <b>*</b>	, •	





#### I. SCOPE OF SERVICES TASK SUMMARY

#### **Task A: Project Research Services**

- Subtask A.01: Kickoff Meeting & Site Reconnaissance
- Subtask A.02: Background Data Collection & Review

#### **Task B: Master Planning Services**

Subtask B.01: Stakeholder Interviews and Group Discussions (TAC 1) Subtask B.02: Community Workshop 1 (Background, Constraints, Goals, Objectives, Vision) Subtask B.03: **Preliminary Master Plan** Subtask B.04: Preliminary Master Plan Review (TAC 2) Subtask B.05: Community Workshop 2 (Present Preliminary Master Plan) Community Workshop 3 (Pop-Up at Community Event) Subtask B.06: Subtask B.07: Draft Master Plan Subtask B.08: Draft Master Plan Presentation (Joint Council/TAC 3) Subtask B.09: **Final Master Plan** Subtask B.10: Grant Funding Opportunity Overlay Subtask B.11: Final Master Plan Presentation (Parks and Recreation Commission) Subtask B.12: Final Master Plan Presentation (City Council for Adoption)

#### **Task C: Project Coordination Services**

Subtask C.01:Project Coordination and ManagementSubtask C.02:Project Information Website

#### II. DETAILED SCOPE OF SERVICES

**Comprehensive Work Plan** 

Detailed and thorough, this work plan will move Crocker Park Trail from concept-to-approval.

Building upon the RFP, our site visit, document research, discussions with City staff, and initial design thinking, we have developed a detailed scope of services to take your trail through the collaborative planning process to deliver a community supported Trail Master Plan ready to go after funding for future implementation. This scope approach is tailored specifically for your Crocker Park Trail project and is based on our years of community outreach and trail design experience throughout California.

Through this Master Planning process, along with our support team, we will get to know the site, stakeholders, the community, and funding opportunities. There will be outreach to the community, engaging them in the enhancement of Crocker Park Trail through a series community events. Ultimately, this process will conclude with the Parks and Recreation Department recommending the plan for approval and City Council adopting the Master Plan and certifying the CEQA document. The following scope of services will walk you through each step we will take to deliver a comprehensive and community supported Master Plan for Crocker Park Trail.

#### TASK A: PROJECT RESEARCH SERVICES

#### Subtask A.01: Kickoff Meeting and Site Reconnaissance

To jump-start the project, RRM's team will facilitate a kickoff meeting and site investigation. The kickoff meeting will start mid-morning and be attended by the City's project management team, RRM's trail designers, environmental posultant and traffic consultant. This meeting will provide an opportunity to pick up any hardcopy format project



data and discuss the City's current thoughts regarding goals and objectives for the trail. This meeting will also provide a forum to discuss the "nuts and bolts" of the master plan development process. To keep the kickoff meeting on track, RRM will prepare an agenda in consultation with staff, and likely include the following topics:

- Desired project outcomes
- Utilization of previous studies/work efforts (RRM will begin review prior to meeting)
- Community outreach strategy
- Identification of stakeholders and focus groups
- Formation of a Technical Advisory Committee
- Use of project information website
- Communication protocol and general project management housekeeping
- Schedule

Following the kickoff meeting, we can refuel with delicious tacos at Melissa's Taqueria before walking the site. The purpose of this post-lunch walk is to conduct a field investigation of the trail's physical features, context, and connectivity potential with City and RRM team staff. The site investigation will also provide an opportunity to inspect and photo log the existing facilities. We anticipate spending a significant amount of time on foot, exploring the site, getting to know its qualities and character.

#### Deliverables:

- Prepare for and conduct one (1) kickoff meeting
- Prepare for and conduct one (1) site reconnaissance
- Meeting notes

#### Subtask A.02: Background Data Collection & Review

RRM will collect from the City relevant project data for the design effort, including but not limited to:

- As-built data
- Existing improvement drawings
- Any previous hydrology studies
- Record data
- City GIS databases
- Recreation programming plans
- Underground and overhead utility plat maps and data
- Property Survey
- Property Boundaries

RRM's team will review this data for completeness and may request additional information from the City, as necessary, to analyze the project background and establish a database that will play a critical role in assessing all aspects of the trail's design.

#### Deliverables:

- Collect and review relevant data as noted above
- Compile data in a portable file for use by the Client and design team



#### TASK B: MASTER PLANNING SERVICES

#### Subtask B.01: Stakeholder Interviews and Group Discussions (TAC 1)

Stakeholder meetings and focus group meetings will take place over a one-day period. A Technical Advisory Committee (TAC) will be formed by the City with members from Parks and Recreation Commission, Open Space and Ecology Committee, Complete Streets Safety Committee, and Public Art Advisory Committee. Additional stakeholders may consist of individuals and/or groups which are recommended by City staff. Potential groups may include:

- Technical Advisory Committee
- San Bruno Mountain Watch and Guadalupe Valley Stewards
- Lipman Elementary School and Club Lipman
- Trail Adjacent Businesses

These focus group meetings will consist of small group or individual meetings with community members with a stake in the Crocker Park Trail project. This is done to conduct an open and effective dialogue with the community and mitigate any potential concerns about the trail improvements.

#### Deliverables:

- Summary of stakeholder meeting notes
- Summary of focus group meeting notes

#### Subtask B.02: Community Workshop 1 (Background, Constraints, Goals, Objectives, Vision)

Following the stakeholder and focus group meetings, the first community workshop will be held to set the stage for the planning and design process. Background information will be presented, followed by exercises to engage the community regarding the future vision, goals, uses, and amenities for Crocker Park Trail. The location will be decided upon by City Staff, but a likely workshop location would be at City Hall because of its proximity to the trail. We envision the workshop program as follows:

- Presentation of project background and program for the evening (PowerPoint or similar)
- Breakout for goals and visioning
- Brainstorming art and amenity ideas
- Amenities prioritizing dot exercise
- Wrap up and next steps announcement

RRM will take photos and summarize the information gathered to be posted on the City's project information website for viewing and review at subsequent public meetings.

#### Deliverables:

- Plan and facilitate workshop
- Presentation materials and graphics
- Community input summary

#### Subtask B.03: Preliminary Master Plan

Based on the results of the stakeholder interviews, group discussion, community workshop, and site investigations, RRM will develop the preliminary master plan for presentation at community workshop #2 following the TAC committee review. The preliminary master plan will illustrate the trail's design and layout aspects as follows:



#### <u>Recreational Design</u>

RRM's trail designers will develop an overall plan focusing on the trail layout, amenities, character, trail head improvements, location of proposed infrastructure in response to environmentally sensitive areas, drainage constraints, roadway enhancements, and additional amenities identified through community engagement. The site plan will also show connectivity to existing and proposed city facilities.

#### <u>Art Opportunities & Interpretive Design</u>

Working with the technical advisory committee, stakeholders, and community, the preliminary master plan will illustrate a structured and thoughtful approach to integrating the culture and history of Brisbane into the Crocker Park Trail. RRM's team will identifying potential locations for art and interpretive educational opportunity areas throughout the trail.

#### <u>Biological Constraints Assessment</u>

A WRA ecologist will conduct a site visit to assess and map the location of any potential biological constraints. Constraints are sensitive biological communities or species that are regulated by local, state, or federal laws and regulations. Examples include wetlands, riparian habitat, native grassland, and habitat for threatened or endangered species. Projects that result in impacts to these sensitive biological resources often require regulatory agency permits and/or specific mitigation measures developed through the CEQA process to minimize the impacts to a less than significant level. WRA will map the locations of any sensitive biological resources and the spatial data will be provided to the project team for the planning process.

#### • Traffic Enhancement Assessment

W-Trans' traffic engineer will conduct a site review and evaluate the existing traffic conditions at four of the five trail crossings at S Hill Drive, W Hill Drive, N Hill Dr, and Valley Drive. The site review will include data collection such as informal travel speed measurements, 15-minute sample traffic volume counts, and sight distance measurements. W-Trans will also request available traffic count data from City files. The focus of the assessment will be data collection to support evaluation of street crossings to determine the ideal intersection crossing treatments at each of the four locations, including striping and signing, warning beacons such as Rapid Rectangular Flashing Beacons, pedestrian hybrid beacons (also known as HAWKs), or traffic signals. The outcome of these preliminary background research and constraints identification efforts will be summarized in a technical memorandum.

To help illustrate the preliminary master plan and convey the design intent, RRM will prepare a diagrammatic plan graphic and imagery that evoke the vision and character of key areas of the trail. The plan and supporting graphics will be colored and labeled for use in meetings and posting on the project website. The graphic package will be presented to the TAC for review and comment ahead of the upcoming community workshop #2.

#### Deliverables:

- One (1) preliminary master plan
- Vision and character boards
- One (1) Biological Constraints Technical Memo
- One (1) Traffic Analysis Technical Memo

#### Subtask B.04: Preliminary Master Plan Review (TAC 2)

Before rolling out the preliminary master plan to the community, RRM will preview the preliminary master plan and vision with the TAC at City Hall and then walk the trail to gain consensus for the master plan and its components. We envision the plan review unfolding as follows:



- Recap of the community and stakeholder input thus far
- Overview of the trail and key features
- Review of vision and character boards
- Interactive discussion and review
- Head outside to walk key sections of the trail with the plan in hand to "ground-truth" the preliminary plan
- Discuss any adjustments to the preliminary plan needed before rollout at the upcoming community workshop

Based on the outcome of the TAC meeting, the preliminary master plan will be updated prior to presentation at the community workshop #2. TAC members will be encouraged to attend the workshop.

#### Deliverables:

- Plan and facilitate one (1) work session and site walk with TAC
- One (1) preliminary master plan review summary memo

#### Subtask B.05: Community Workshop 2 (Present Preliminary Master Plan)

The second community workshop will be an Open House format meeting to update stakeholders and community members on the project's evolution since the first community workshop and share the preliminary master plan for the Crocker Park Trail. The open house format will afford design team members, and City staff an opportunity to engage with participants to discuss the trail alignment, amenities explored, art opportunities, provide project information, answer questions, and deliver projected milestone dates. RRM will prepare the open house exhibits, name tags, sign-in sheet. RRM will present a brief project update, the plan and inspiration images and the participants will then be asked to weigh-in on the amenities shown and prioritize desires. We envision the workshop program as follows:

- Open house session (informal discussion and viewing exhibits)
- Brief project update presentation discussing what has been done and what is next
- Breakout groups to review the preliminary plan
- Exercise to prioritize opportunities
- Wrap up and next steps announcement

The City will be responsible for securing the meeting location and handling the meeting noticing. Again, a likely workshop location would be the City Hall because of its proximity to the trail.

#### Deliverables:

- Plan and facilitate workshop
- Presentation materials and graphics
- Community input summary

#### Subtask B.06: Community Workshop 3 (Pop-Up at Community Event)

In an effort to broaden the outreach and get more exposure for the future the Crocker Park Trail, RRM will work with City staff to facilitate a pop-up style workshop at a local community event. Potential events could be Concerts in the Park in June/July or at the Thursday Farmers Market, etc. RRM will assist the city with setting up a booth where we will invite participants to learn about the project, share their ideas, and weigh in on the preliminary trail master plan and supporting inspiration imagery. Not only will the pop-up workshop help inform the trail improvements, it will also advertise and promote the trail to the community and energize community involvement.

#### Deliverables:



• Community input summary

#### Subtask B.07: Draft Master Plan

Based on the data generated at the community meetings and consultation with City staff, RRM will develop the preliminary master plan to a draft master plan level for presentation back to the community at a joint Council/TAC meeting. The draft master plan will illustrate the trail's design and layout aspects as described in task B.03. To help illustrate the draft master plan and convey the design intent, RRM will prepare character perspective sketches, sections, and imagery that evoke the vision and character of key areas along the trail. The plan and supporting graphics will be colored and labeled for use in meetings and posting on the project website.

#### Deliverables:

- One (1) draft master plan
- Two (2) trail sections
- Three (3) perspective character sketches

#### Subtask B.08: Draft Master Plan Presentation (Joint Council/TAC 3)

RRM will attend a joint meeting with the City Council and TAC to present the draft master plan. At City discretion, RRM is recommending this presentation be held as special public meeting, where we will present the direction of the design as a draft master plan. We will prepare a digital presentation that includes a summary of the design process and the graphics prepared in Task B.07. Presentation of the draft master plan will include the feedback acquired from stakeholders, focus groups, community workshops 1 and 2, and the pop-up workshop. Following the presentation, we will visit key sections of the trail with the decision makers and community in attendance. The goal of this joint meeting and site walk is to go over all the plan elements and receive any comment or suggestions on the draft master plan that will inform RRM's team as we prepare the final master plan for adoption by the City. We envision the meeting as follows:

- Presentation summarizing design process that lead to the draft master plan,
- Overview of the trail master plan and key features
- Interactive discussion and review
- Heading to the trail for ground truthing with the plan in hand
- Wrap up and next steps announcement

#### Deliverables:

- Prepare for and present at one (1) Joint Community Advisory Bodies Meeting
- Draft Master Plan Site Walk
- Presentation materials and graphics

#### Subtask B.09: Final Master Plan

RRM's team will "polish" the design elements detailed in the draft master plan package based on the results of the draft master plan presentation to the joint City Council/TAC and consultation with City staff to create the final rendered graphics package, fully illustrating the entire trail master plan for presentation back to the community at the upcoming Parks and Recreation Commission meeting. The graphics package will be posted on the project website, and will play a vital role in any subsequent grant applications the City pursues.

Based on the final master package, RRM's construction cost estimator, Precision Estimating Services, will prepare a construction cost projection. The cost projection will be itemized with supporting item descriptions and unit costs.

#### <u>D</u>eliverables:



• One (1) construction cost projection.

#### Subtask B.10: Grant Funding Opportunity Overlay

RRM will assist City staff in researching potential grant sources aimed at funding portions of the project. For example, public agency grants related to healthy communities, water quality improvements, alternative transportation, and public art will be explored, as well a non-traditional private foundation grants targeting projects in alignment with each Foundation's mission. RRM will work with City staff to prepare a grant matrix and grant opportunity plan overlaid on the final master plan identifying the elements applicable to the various grants.

#### Deliverables:

- One (1) applicable project grant matrix.
- One (1) project grant opportunity overlay plan.

#### Subtask B.11: Final Master Plan Presentation (Parks and Recreation Commission)

RRM will work with City staff to prepare for and present the final master plan to the Parks and Recreation Commission. The goal is to present the final master plan along with the grant funding overlay to the commission so the they can recommend the master plan to the City Council for adoption. RRM will develop a power point, and/or other presentation support media/graphics as determined appropriate by the City/RRM team.

#### Deliverables:

- Present the final master plan to Parks and Recreation Commission
- Support media/graphics

#### Subtask B.12: Final Master Plan Presentation (City Council for Adoption)

RRM will work with City staff to prepare for and present the final master plan to the City Council. The goal is to present the final master plan along with the grant funding overlay and city prepared CEQA document to Council to adopt the CEQA document and then adopt the master plan on the same evening. RRM will develop a power point, and/or other presentation support media/graphics as determined appropriate by the City/RRM team.

#### Deliverables:

- Present the final master plan to City Council
- Support media/graphics

#### TASK C: PROJECT COORDINATION SERVICES

#### Subtask C.01: Project Coordination and Management

RRM will coordinate with City and design staff, and sub-consultants as necessary on an on-going basis throughout the project's lifecycle. This task also includes project schedule creation and status reports as tasks are completed, document review, and day-to-day project coordination efforts including general correspondence and telephone conferencing as required to support City staff during the Project's development.

#### Deliverables:

• Memos, meeting minutes, project schedule maintenance and general correspondence for document control, compiled in electronic file form and stored on

#### Subtask C.02: Project Information Website

Working with City Staff, RRM will create a website or webpage for Crocker Park Trail that will serve as the home base for all public information about the improved trail including: a summary of the project, noticing for all public meetings d other events, as well as project status and next steps. To direct community members to the website, RRM will



design a business card with website address, URL(s) and/or a QR Code to distribute throughout the Project Initiation and Master Planning phases.

#### Deliverables:

- Initial set up of project website
- Informational business cards

#### **III. CLIENT RESPONSIBILITIES**

- City will coordinate and reserve community meeting facilities.
- City will coordinate with stakeholders and schedule stakeholder meeting time slots.
- City will provide one (1) contact person who will serve as the City's representative and will consolidate all plan review comments for each submittal milestone into one (1) list of official comments to which RRM can respond
- City will prepare environmental analysis (CEQA) documentation.
- Topographic survey and boundary lines in AutoCAD format.
- City to provide traffic count data from City files.

#### **IV. LIMITATION OF SCOPE**

Please note that the tasks to be performed by the RRM team are limited to those outlined above. This scope of services excludes the following:

- Independent verification of the accuracy of City provided information.
- Topographic Survey .
- Supplemental field survey.
- Record boundary survey.
- Environmental analysis (CEQA/NEPA).
- Traffic count services
- Geotechnical investigations.
- Archaeological testing.
- Payment of fees (permit, processing, noticing, etc.).

Any additional services that RRM Design Group is asked to perform over and above the tasks described above will be billed on a negotiated and City-approved fixed fee or hourly basis as additional services.

#### C. xhibit "B" Budget Summary Crocker Park Recreational Trail Master Plan



Task A: Project Research Services									
Subtask A.01: Kickoff Meeting	& Site Reconnaissance	Fixed Fee:	\$	5,117					
Subtask A.02: Background Data	a Collection & Review	Fixed Fee:	\$	1,400					
Task B: Master Planning Service	S								
Subtask B.01: Stakeholder Inte	rviews and Group Discussions (TAC 1)	Fixed Fee:	\$	2,880					
Subtask B.02: Community Wor	kshop 1 (Background, Const, Goals, Vision)	Fixed Fee:	\$	2,840					
Subtask B.03: Preliminary Mas	ter Plan	Fixed Fee:	\$	21,580					
Subtask B.04: Preliminary Mas	ter Plan Review (TAC 2)	Fixed Fee:	\$	1,960					
Subtask B.05: Community Wor	kshop 2 (Present Preliminary Master Plan)	Fixed Fee:	\$	2,840					
Subtask B.06: Community Wor	kshop 3 (Pop-Up at Community Event)	Fixed Fee:	\$	1,040					
Subtask B.07: Draft Master Pla	n	Fixed Fee:	\$	17,588					
Subtask B.08: Draft Master Pla	n Presentation (Joint Council/TAC 3)	Fixed Fee:	\$	1,960					
Subtask B.09: Final Master Plan	n	Fixed Fee:	\$	16,532					
Subtask B.10: Grant Funding O	pportunity Overlay	Fixed Fee:	\$	3,720					
Subtask B.11: Final Master Plan	n Presentation (Parks and Recreation Commission)	Fixed Fee:	\$	2,220					
Subtask B.12: Final Master Plan	n Presentation (City Council for Adoption)	Fixed Fee:	\$	2,220					
Task C: Construction Support Se	ervices								
Subtask C.01: Project Coordina	ation and Management	Fixed Fee:	\$	13,040					
Subtask C.02: Project Informat	ion Website	Fixed Fee:	\$	1,960					
Reimbursable Expenses (see not	e 2)	T&M (est. fee):	\$	1,000					

#### **Estimated Reimbursable Expenses**

\$ 99,897

Notes:

- 1. Fixed Fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.
- 2. Reimbursable expenses include such things as document reproduction, plotting services, public meeting materials, company car mileage (current federal rate), rental car, per diem, and overnight delivery. Reimbursable expenses will be billed as incurred at cost plus 10%.
- 3.RRM may adjust any individual line item amount within the total overall budget amount shown, with written approval of the City.

4.RRM reserves the right to adjust hourly rates on an annual basis.

### Item Attachment Documents:

D. Authorize publication of the Notice Inviting Bids for 2020 Slurry Seal Project (Project No. 920E)

D.



### **CITY COUNCIL AGENDA REPORT**

Meeting Date: April 16, 2020From: Karen Kinser, Deputy Director of Public WorksSubject: 2020 Slurry Seal Project (Project No. 920E)

#### **Community Goal/Result**

Safe Community

#### Purpose

Provide preventative maintenance and repair to various streets in Brisbane.

#### Recommendation

Authorize publication of the Notice Inviting Bids for 2020 Slurry Seal Project (Project No. 920E).

#### Background

Utilizing Measure A, Gas Tax, and SB 1 Road Maintenance and Rehabilitation Account (RMRA) funds, this construction project will involve a slurry seal preventative maintenance treatment for various asphalt concrete pavement roads as recommended by the City's pavement management system. For the current fiscal year, the City's projected funding allocation for pavement maintenance from sales tax and gas tax revenues is approximately \$300,000 and from SB 1 RMRA is approximately \$86,423.

During some portions of the construction, traffic lanes will be closed. Working hours will be between 7 a.m. and 5 p.m. Streets to be slurry sealed are in Crocker Industrial Park and at Sierra Point. Inconveniences to motorists, cyclists and pedestrians will be minimal and will be managed with a traffic control plan.

For California Environmental Quality Act (CEQA) compliance, the project was determined to be Categorically Exempt, and a Notice of Exemption was prepared on March 31, 2020. No further action on this environmental determination is required by Council.

#### **Fiscal Impact**

66

Funds are programmed as follows for this project:

FY 19-20 SB 1 RMRA	\$86,423
SB 1 Loan Repayment	\$5,274
Measure A Sales Tax and State Gas Tax	\$170 <i>,</i> 803

D.

The engineer's estimate for this project is \$262,500. Any unspent sales tax and gas tax funds will be used for future pavement maintenance projects.

#### **Measure of Success**

Opening of the project to competitive bids that will enable the City to select a qualified contractor for the construction work.

#### Attachments

1. 2020 Slurry Seal Project Plan Sheets 2 and 3

acen K

Karen Kinser, Deputy Director of Public Works

R2 Breat

Clay In L. Holo

Clay Holstine, City Manager

Randy Breault, Director of Public Works/City Engineer



ω



D. QUANTITIES 2020 SLURRY SEAL PROJECT 2020 SLURRY SEAL PROJECT			West Hill Pl West Hill Dr Dead end	West Hill Dr Valley Dr West Hill Pl	South Hill Dr West Hill Pl Valley Dr	North Hill Dr Valley Dr Guadalupe	Marina Blvd Sierra Point Pkwy (west) Sierra Point Pkwy (east)	Bayshore Blvd (southbound) retaining wall) 850' N of Br	Brisbane/SSF city limit (115' S of	Street Name Begin Location End Location	SLURRY SEAL	
PRIVATE DEVELOPMENT TRANSPORTATION   STREETS AND TRAFFIC   (SEWER SERVICES) STORM   STREETS AND TRAFFIC   (TRAFFIC STORM ELECTRICAL   (TRAFFIC CONSTRUCTION OPERATIONS)   PARKS & RECREATION SURVEYS						Canyon Pkwy	(wy (east)	850' N of Brisbane/SSF city limit		Leng		
CALLORINA	Rounded To	Total	848	1,318	4,909	2,383	2,282	850		th (ft) Width		
DEPARTMENT OF BRISBANE, C DRAWN BY: JY CHECKED BY: KK CHECKED BY: JUSTIN YUEN PROJ. ENGR.: JUSTIN YUEN PROJ. ENGR.: JUSTIN YUEN DATE: NOT DRAWN TO SCALE SHEET NO. 3 OF 3 SHEETS	Total		37	46	46	37	64	26		(ft)		
IT OF PUBLIC WORKS ANE, CALIFORNIA INER RANGY Name WORKSULT ( VIVEN 2020 5 SCALE FILE NO. 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	63,800	63,793	3,486	6,736	25,090	9,797	16,228	2,456		Area (SY)		



#### Item Attachment Documents:

E. Adopt Resolution No. 2020-22, adopting the 2021 Slurry Seal of Various City Streets project as the intended use of the City's estimated FY 2020-21 Road Maintenance and Rehabilitation Account funding

(This item fulfills a requirement of the California Transportation Commission to identify by May 1st the specific roadways to be maintained with the next year's funds)





#### **CITY COUNCIL AGENDA REPORT**

Meeting Date: April 16, 2020

From: Randy Breault, Director of Public Works/City Engineer

Subject: Adoption of Project as Intended Use of FY 2020-21 RMRA Funding

#### **Community Goal/Result**

Safe Community

#### Purpose

To satisfy the Fiscal Year Road Maintenance and Rehabilitation Account eligibility, accountability, and transparency requirements established by SB 1 (2017, Beall); this action is consistent with the community's value of being fiscally conservative.

#### Recommendation

Approve Resolution No. 2020-22, adopting the 2021 Slurry Seal of Various City Streets project as the intended use of the City's estimated FY 2020-21 RMRA funding.

#### Background

SB 1 (Beall) was filed with the Secretary of State on April 28, 2017. This bill established a Road Maintenance and Rehabilitation Account (RMRA) in the State Transportation Fund that is intended to address deferred maintenance on the state highway system and the local street and road systems. The bill also requires the California Transportation Commission (CTC) to adopt criteria to ensure efficient use of these funds.

The reason for recommending approval of the attached resolution is to satisfy the eligibility requirements of SB 1 while providing transparency to the community of the City's intended use of the SB 1 funds and holding itself accountable for the efficient investment of public funds to maintain public streets and roads with the annual expenditure reporting requirements. The City will report to the Commission by October 1 of each year on its use of RMRA funds received and/or spent each FY and account for all projects proposed in that FY.

#### **Fiscal Impact**

The project recommended for this year is to utilize 2020-21 RMRA funds to complete a preventive maintenance slurry seal project. As shown in the chart below<sup>1</sup>, maintaining roads at a higher Pavement Condition Index (PCI) is much less expensive than allowing roads to decay before maintaining them. Slurry seals, which are typically applied when the PCI is within the

green and blue regions of the chart, may be up to 10 times less costly than the "yellow" overlay. Slurry sealing may be up to 25 times less costly than the "red" complete replacement.

Completing crack seal and slurry seal projects in a timely fashion extends the time between which overlays are needed and will help prevent the unanticipated need for complete replacement of a roadway.



#### **Measure of Success**

Compliance with the SB 1 Local Streets and Roads RMRA eligibility requirements by the CTC's submittal due dates, allowing the City to receive its FY 2020-21 RMRA apportionment. Should the City fail to meet the eligibility requirements within the submittal period enforced by the CTC, the City will forfeit its RMRA apportionment, which will then be disbursed to other eligible Cities that fiscal year.

#### Attachments

1. Resolution No. 2020-22

R2 Ruese

Randy Breault, Director of Public Works/City Engineer

Pay La L. Hola

Clay Holstine, City Manager

<sup>1</sup> Taken from the 2018 California Statewide Local Streets & Roads Needs Assessment. Dollar values are shown for proportional differences between road treatments and will not necessarily reflect current local pricing.
#### **RESOLUTION NO. 2020-22**

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE ADOPTING THE SLURRY SEAL OF VARIOUS CITY STREETS PROJECT AS THE INTENDED USE OF THE CITY'S ESTIMATED FY 2020-21 RMRA FUNDING

WHEREAS, SB 1 (2017-2018, Beall) established a Road Maintenance and Rehabilitation Account to address deferred maintenance on the state highway system and on the local street and road system; and

**WHEREAS**, SB 1 established requirements for holding local governments accountable for the efficient use of public funds to maintain public streets and roads; and

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

WHEREAS, the City will receive an estimated \$88,598 in SB1 funding in Fiscal Year 2020-21;

# NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Brisbane as follows:

- 1. The Slurry Seal of Various City Streets project is adopted into the City's FY2020-2021 Capital Improvement program.
- 2. The particulars of the project are as follows:
  - Anticipated Funding Sources: 2020-2021 RMRA funds (\$88,598), Measure
    A Sales Tax and State Gas Tax funds (\$12,782)
  - b. Project Description: Slurry sealing of various city streets.
  - c. Project Location:
    - Alvarado St from Visitacion Ave to Mono St

- Inyo St from Mariposa St to San Francisco Ave
- Klamath St from Visitacion Ave to Sierra Point Rd
- Mariposa St from Solano St to Visitacion Ave
- Mono St from Klamath St to Alvarado St
- Monterey St from Solano St to Visitacion Ave
- Park Ln from Old County Rd to Valley Dr
- Park Pl from Park Ln to Valley Dr
- San Francisco Ave from Visitacion Ave to dead end (west)
- d. Proposed Schedule: Release notice inviting bids to contractors spring 2021 and complete construction by summer 2021.
- e. Estimated Useful Life: The city's Pavement Management System calculates a new useful life of 2 to 7 years for these repaired roadways.

Terry O'Connell, Mayor

\* \* \* \*

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Brisbane held on the \_\_\_\_\_ day of \_\_\_\_\_\_, 2020, by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

ATTEST:

Ingrid Padilla, City Clerk

# Item Attachment Documents:

F. Adopt Resolution No. 2020-21 to Authorize staff to submit a Local Early Action Planning (LEAP) Grant Application

(The grant application is requesting \$65,000 from the state for preparation and adoption of planning documents and/or process improvements that would accelerate housing production and facilitate compliance with the sixth cycle of the regional housing needs assessment (RHNA))





# **CITY COUNCIL AGENDA REPORT**

Meeting Date: April 16, 2020

From:John Swiecki, Community Development DirectorSubject:Authorize Application of LEAP Grant Funding

#### **Community Goal/Result**

**Community Building** 

#### Purpose

To obtain State of California grant funding available for Local Early Action Planning Grants program or LEAP.

#### Recommendation

Authorize staff to submit a LEAP grant application via adoption of Resolution No. 2020-21 (Attachment 1). for the City to receive \$65,000 from the state for preparation and adoption of planning documents and/or process improvements that would accelerate housing production and facilitate compliance with the sixth cycle of the regional housing needs assessment (RHNA).

#### **Background/Discussion**

In the 2019-20 Budget Act, Governor Newsom allocated \$250M for all regions, counties and cities to do their part in increasing availability of affordable housing by prioritizing planning activities that accelerate housing production to meet their local housing needs. Out of that allocation, the California Department of Housing and Community Development (HCD) earmarked \$119M for cities and counties through the LEAP grants program.

Similar to an SB2 planning grant which the City recently received, LEAP provides one-time grant funding to cities and counties to update planning documents and implement process improvements that will facilitate the acceleration of housing production and help jurisdictions prepare for the upcoming 6th cycle RHNA and forthcoming Housing Element. Funding amounts to individual jurisdictions are based on their specific request and their population. The maximum award for Brisbane would be \$65,000. The full amount of the grant funding may be awarded for eligible activities on a non-competitive basis, subject to HCD approval. In order to receive funding, a jurisdiction must submit their application to HCD by July 1, 2020. Grant awards would be ongoing following submission in 2020 and the expenditure deadline is December  $31^{st}$ , 2023.

Eligible activities are those that would facilitate accelerated housing production. These may be part of a larger planning effort, but with a nexus between the funding amount and housing production. Eligible activities include but are not limited to amendments to zoning or other planning documents such as general plans or specific plans, completing environmental clearance to eliminate project-specific review, establishing housing incentive zones and preparing and adopting housing elements that include an implementation component. For a more complete list of eligible activities, see the attached excerpt from state application form (Attachment 2).

The attached draft resolution authorizes the City Manager to submit the application on behalf of the City and to enter into the state's standard agreement, which would include reporting requirements until the grant funding has been expended.

Following Council's adoption of the attached resolution, staff will prepare the grant application and submit it to the state by the July 1 deadline. Proposed work items include any additional work required to complete tasks associated with the previously approved SB 2 grant and preliminary review of housing sites for eligibility in meeting future RHNA requirements in the forthcoming Housing Element.

#### **Fiscal Impact**

No cost to the City. Funding would be provided to the City by the State for development of housing programs, up to \$65,000.

#### **Measure of Success**

Compliance with submittal requirements in order to obtain LEAP grant funding.

#### Attachments

- 1. Draft Resolution No. 2020-21
- 2. HCD's LEAP Program Application Form (Excerpt)

John Swiecki

John Świecki, Community Development Director

May La L. Allo

Clay Holstine, City Manager

# **ATTACHMENT 1**

#### -DRAFT-

#### **CITY COUNCIL RESOLUTION NO. 2020-21**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAMS FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq. the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the City Council of the City of Brisbane desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing needs assessment, and

WHEREAS, the Department issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California jurisdictions;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BRISBANE RESOLVES AS FOLLOWS:

**Section 1.** City Manager Clayton Holstine is hereby authorized and directed to apply for and submit to the Department, the Application package;

**Section 2**. In connection with the LEAP grant, if the Application is approved by the Department, City Manager Clayton Holstine is authorized to submit the Application, enter into, execute, and deliver on behalf of the City of Brisbane, a State of California Agreement (Standard Agreement) for the amount of \$65,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the City of Brisbane's obligations related thereto, and all amendments thereto; and

**Section 3.** The City of Brisbane shall be subject to the items and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the City of Brisbane hereby

# F.

agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

Terry O'Connell, Mayor

I hereby certify that the foregoing Resolution No. 2020-21 was duly and regularly adopted at a regular meeting of the Brisbane City Council on April 16, 2020, by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

Attest:

Ingrid Padilla, City Clerk

B <sub>F.</sub> posed Activities Checklist					
Check all activities the locality is undertaking. Activities must match the project description.					
1		Rezoning and encouraging development by updating planning documents and zoning ordinances, such as general plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs			
2		Completing environmental clearance to eliminate the need for project-specific review			
3		Establishing housing incentive zones or other area based housing incentives beyond State Density Bonus Law such as a workforce housing opportunity zone pursuant to Article 10.10 (commencing with Section 65620) of Chapter 3 of Division 1 of Title 7 of the Government Code or a housing sustainability district pursuant to Chapter 11 (commencing with Section 66200) of Division 1 of Title 7 of the Government Code			
4		Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents			
5		Planning documents to promote development of publicly owned land such as partnering with other local entities to identify and prepare excess or surplus property for residential development			
6		Revamping local planning processes to speed up housing production			
7		Developing or improving an accessory dwelling unit ordinance in compliance with Section 65852.2 of the Government Code			
8		Planning documents for a smaller geography (less than jurisdiction-wide) with a significant impact on housing production including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas			
9		Rezoning to meet requirements pursuant to Government Code Section 65583(c)(1) and other rezoning efforts to comply with housing element requirements, including Government Code Section 65583.2(c) (AB 1397, Statutes of 2018)			
10		Upzoning or other implementation measures to intensify land use patterns in strategic locations such as close proximity to transit, jobs or other amenities			
11		Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps); Establishing Pre-approved architectural and site plans			
12		Preparing and adopting housing elements of the general plan that include an implementation component to facilitate compliance with the sixth cycle RHNA			
13		Adopting planning documents to coordinate with suballocations under Regional Early Action Planning Grants (REAP) that accommodate the development of housing and infrastructure and accelerate housing production in a way that aligns with state planning priorities, housing, transportation equity and climate goals, including hazard mitigation or climate adaptation			
14		Zoning for by-right supportive housing, pursuant to Government Code section 65651 (Chapter 753, Statutes of 2018)			
15		Zoning incentives for housing for persons with special needs, including persons with developmental disabilities			
16		Planning documents related to carrying out a local or regional housing trust fund			
17		Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary (e.g., less than 15% of the total grant amount) and part of a proposed activity with a nexus to accelerating housing production			
18		Other planning documents or process improvements that demonstrate an increase in housing related planning activities and facilitate accelerating housing production			
19		Establishing Prohousing Policies			
80	0				

# G.

# Item Attachment Documents:

G. Adopt Resolution No. 2020-09 approving Memorandum of Understanding for International Association of Firefighters, Local 2400, AFL-CIO

# **CITY COUNCIL AGENDA REPORT**

**Meeting Date:** 04/16/2020

From: Abby Partin, Human Resources Administrator

**Subject:** Adopt Resolution No. 2020-09 approving Memorandum of Understanding for International Association of Firefighters, Local 2400, AFL-CIO.

# **Community Goal/Result**

**Fiscally Prudent** 

#### Purpose

To ensure the community continues to receive excellent service by retaining and attracting exceptional employees in a financially prudent manner.

#### Recommendation

Adopt Resolution No. 2020-09 approving Memorandum of Understanding for International Association of Firefighters (IAFF), Local 2400, AFL-CIO.

#### Background

The current Memorandum of Understanding (MOU) with the IAFF, Local 2400, AFL-CIO expired on June 30, 2019. The labor relations team and IAFF representatives have met and conferred on terms and conditions over the past months and presented a Tentative Agreement on July 8, 2019 which City Council approved.

#### Discussion

The basic contract approved by the bargaining group provides for a three year contract effective July 1, 2019 to June 30, 2022, with salary increases of 2.5% Cost of Living Adjustment in July 2019, 2020, and 2021; and 2.0% in January 2020, 2021 and 2022. Classic employee PERS contributions will increase yearly by 1% in July 2019, 2020, and 2021, with a total of 10%, 11% and 12% employee contribution respectively.

The City's contribution to the Flexible Compensation Plan (cafeteria plan) will increase yearly by 3%. The overall increase in the cafeteria plan will be no more than a cumulative 12% over the three-year period. The City will also increase the dental benefit allowance by \$50 per month.

The City will increase uniform allowance from \$500 to \$800 per fiscal year. New employees will receive up to an additional \$1,250 allowance in the first month of appointment to Firefighter to use towards a full set of Class A and Class B uniforms.

Lastly, the City will provide 2% CPR training stipend for one employee.

In addition to the provisions above, minor clean up to the contract language has been made and modified.

#### **Fiscal Impact**

G.

The costs to implement the Memorandum of Understanding are included in the adopted budget for FY 2019-20 and future increases will be included in the ensuing budget years.

#### **Measure of Success**

Reach an agreement with the bargaining group which protects the City's long-term interests.

# Attachments

1. Resolution 2020-09

Abby Partin

Abby Partin, HR Administrator

Clay Holstine, City Manager

#### **RESOLUTION NO 2020-09**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE CONCERNING WAGES, HOURS AND WORKING CONDITIONS FOR THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2400, AFL-CIO

WHEREAS, the City of Brisbane and the International Association of Firefighters, Local 2400, AFL-CIO, have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act ; and

WHEREAS, the City of Brisbane and the International Association of Firefighters, Local 2400, AFL-CIO have reached an agreement regarding wages, hours and working conditions; and

**NOW, THEREFORE**, the City Council of the City of Brisbane resolves as follows:

The agreement is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

Terry O'Connell, Mayor

I hereby certify that the foregoing Resolution No. 2020-09 was duly and regularly adopted at a regular meeting of the Brisbane City Council on April 16, 2020, by the following vote:

Ayes: Noes: Absent: Abstain:

Ingrid Padilla, City Clerk

G.

# MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BRISBANE AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

# LOCAL 2400, AFL-CIO

JULY 1, 2019 – JUNE 30, 2022

TABLE OF CONTENTS

Attendance Call Back Pay **CPR** Training Stipend **Deferred** Compensation Demotion Discharge or Discipline **Education Incentive Emergency Management Authority Emergency Medical Technician Incentive** Bereavement Leave Grievance Procedure Health & Welfare Holiday Compensation Hours of Work and Work Schedules Industrial Injury or Illness Jury Duty Layoff Procedure Leaves of Absence Without Pay, Effect on Seniority & Benefits Limited Duties for Disabled Employees Management Rights Maternity Leave Military Leave Non-Discrimination Other Leaves Without Pay Out-of-Class Pay and Assignment Pay **Outside Employment** Overtime Past Practices and Existing Memoranda of Understanding Personnel Files **Physical Fitness** Probationary Period and Performance Ratings **Prohibited Activities** Promotions Public Employee's Retirement System Recognition **Residence Requirements** Seniority Separability of Provisions Sick Leave Supplemental Stipend **Tuition Reimbursement** Uniforms **Union Rights** Union Security Vacation Wages Paramedic Program

Section 26 Section 9 Section 13 Section 14 Section 31 Section 37 Section 42 Section 36 Section 41 Section 22 Section 41 Section 11 Section 18 Section 7 Section 20 Section 29 Section 30 Section 28 Section 35 Section 4 Section 23 Section 24 Section 3 Section 27 Section 10 Section 39 Section 8 Section 45 Section 38 Section 17 Section 33 Section 40 Section 32 Section 16 Section 1 Section 34 Section 43 Section 44 Section 21 Section 12 Section 15 Section 25 Section 5 Section 2 Section 19 Section 6 Appendix A

#### MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BRISBANE AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2400, AFL-CIO

This Memorandum of Understanding is entered into between the City of Brisbane and International Association of Firefighters, Local 2400, AFL-CIO, pursuant to the provisions of Section 3500 et seq of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters set forth in this Agreement relating to the employment conditions and employer-employee relations of such employees.

The terms of this Memorandum of Understanding shall be subject to review and meet and confer by the parties if the state of California or the Federal government through executive or legislative action substantially affects the ability of the City to provide funding for City Council adopted services. This review and meet and confer may also be exercised in the event there is a recession (as declared by the National Bureau of Economic Research and defined as two consecutive quarters of negative growth in the United States Gross Domestic Product (GDP)).

This Memorandum of Understanding shall be presented to the City Council of the City of Brisbane as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2019 and ending June 30, 2022.

#### Section 1. Recognition

A. Union Recognition

The City of Brisbane recognizes the International Association of Firefighters, Local 2400, AFL-CIO as the employee organization representing a majority of the employees included below. The Unit consists of all employees in classifications as may be added to the Unit by the City during the term of this Memorandum.

Classifications included in the Unit:

Firefighter Firefighter/Paramedic Fire Prevention Officer Fire Captain Firefighter Trainee\*

\* The classification of Firefighter Trainee is intended for new employees during the attendance of the Firefighter Recruit Academy only.

#### B. City Recognition

The City Manager or designee of the City of Brisbane or any person or organization duly authorized by the City Manager or designee, is the representative of the City of Brisbane, hereinafter referred to as the "City" in employer-employee relations.

- G.
- C. Mergers

In the event the City of Brisbane should execute an agreement to merge its fire department and a fire department in any other city, county, or state, the City agrees to reopen this Memorandum to meet pursuant to 3505 of the Government Code regarding classifications, seniority and matters relating to the employment conditions and employer-employee relations.

#### Section 2. Union Security

A. Payroll Deduction

Upon the receipt of a written request and authorization from an employee for deduction of Union dues, the City shall withhold such dues and deductions from the salary of the employee. The amount of the deduction shall be submitted by the City to the officer, bank, and/or firm designated in writing by the employee as the person, bank, or firm authorized to receive such funds. The City shall continue to withhold such deductions unless the employee files a statement with the City withdrawing authorization for the continued withholding of the deductions.

#### B. Authorized Representatives

The Union shall provide and maintain with the City's authorized labor relations representative and the Fire Chief, a list of the current officials of the Union as well as the names of any other person(s) who are authorized to officially represent the Union in its dealings with the City. No more than two (2) authorized representatives of the Union shall be City employees.

An authorized representative of the Union shall have the right to contact an individual employee represented by the Union in a City facility during the employees work hours on matters concerning wages, hours and other conditions of employment. The authorized representative shall provide reasonable notice to the employee's immediate supervisor prior to entering the work location of the employee and shall attempt to arrange contact times which either coincide with an employee's lunch period or which occur after 1700 hours and prior to 0800 hours. An employee's immediate supervisor shall have the right to make arrangements for a contact location and/or contact time that is the least disruptive to the employee's work assignments and departmental operations.

#### C. Use of City Facilities, Equipment and Records, Meeting Facilities

City Department facilities will be made available to the Union for the purpose of meeting with represented employees, provided that the Union vice-president or Officer makes a written request to the Fire Chief or designee generally two (2) calendar days in advance of the meeting, except in cases of emergency. This request can be made verbally if followed by a written notation; and the two-day limit will not be required in case of unforeseen circumstances. Meetings of Union representatives and represented employees shall not be permitted during 0800 and 1700 hours, excepting the lunch period. Meetings shall be defined as an organized assembly of a minimum of five (5) union members.

D. Bulletin Boards. The City will furnish adequate space for bulletin boards to be placed at reasonable locations for the exclusive use of the Union. The Union agrees to post nothing of discreditory nature to the City or its employees or which could be offensive to members of the general public and other visitors to the fire station(s). The Union shall be responsible for maintaining bulletin boards exclusively used by the Union in an orderly condition and shall promptly remove outdated materials.

- E. Union Reading Files. The Union shall be allowed to maintain a Union reading file at each work location of represented employees. The Union reading file shall be used for the purpose of distributing material and information such as recent developments in employee grievances and other controversial issues which are not suitable for posting on bulletin boards accessible to the general public and other visitors of fire stations.
- F. Use of Fire Department Equipment Supplies and Services

The Fire Department shall allow the Union to locate a Union file cabinet at the Main Fire Station. The Union may use a desk at the Main Fire Station provided that the Fire Department's service needs do not preclude the use of the desk by the Union. The Union may be allowed to use the Fire Department's copy and telephone equipment and supplies provided that the Union reimburses the Department for the cost of such Union use.

#### Section 3. Non-Discrimination

G.

The parties mutually recognize and agree to protect the rights of all employees, hereby to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with the Employer-Employee Relations Resolution and Government Code Sections 3500 et seq.

The City and Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any order of a federal or state agency or court of competent jurisdiction requiring modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.

Whenever a gender pronoun is used in this Memorandum of Understanding, it shall be understood to include all genders.

#### Section 4. Management Rights

The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

- 1) To manage the City generally and to determine the issues of policy.
- 2) To determine the existence or non-existence of facts which are the basis of the management decision.
- 3) To determine the necessity of organization or any service or activity conducted by the City and expand or diminish services.
- 4) To determine the nature, manner, means, technology, and extent of services to be provided to the public.
- 5) Methods of financing.

- 6) Types of equipment or technology to be used.
- 7) To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted.
- 8) To determine and change the number of locations, re-locations and of types operations, processes and materials to be used in carrying out an City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- 9) To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
- 10) To relieve employees from duties for lack of work or similar non-disciplinary reasons.
- 11) To establish and modify productivity and performance programs and standards.
- 12) To discharge suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations.
- 13) To determine job classifications and to reclassify employees.
- 14) To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and City's Rules and Regulations.
- 15) To determine policies, procedures and standards for selection, training and promotion of employees.
- 16) To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- 17) To maintain order and efficiency in its facilities and operations.
- 18) To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
- 19) To take any and all necessary action to carry out the mission of the City in emergencies.

#### Section 5. Union Rights

Where required by law, and within the scope of representation, the City agrees prior to implementation to meet and confer with the Union over the impact of the exercise of a management right upon the wages, hours, and terms and conditions of employment on unit Members unless the impact consequences of the exercise of a management right upon unit members is provided for in this Memorandum of Understanding.

Except in cases of emergency, reasonable advance written notice shall be given the Union of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City or the City Council and the Union shall be given the opportunity to meet with City representatives prior to adoption. In cases of emergency when the City Council determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior

90

G.

G.

notice or meeting with the Union, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation. A copy of any such ordinance, rule, resolution or regulation shall be provided to the Union together with the notice required by this Section 5, whenever possible.

#### Section 6. Wages

Salaries for covered employees are set in the City's Master Pay Schedule.

- A. The following changes in the wages will be made during the term of the agreement:
  - 1) Effective the first full pay period in July 2019, the bargaining unit will receive a Cost of Living Adjustment increase of 2.5%.
  - 2) Effective the first full pay period in January 2020, the bargaining unit will receive a Cost of Living Adjustment increase of 2%.
  - 3) Effective the first full pay period in July 2020, the bargaining unit will receive a Cost of Living Adjustment increase of 2.5%.
  - 4) Effective the first full pay period in January 2021, the bargaining unit will receive a Cost of Living Adjustment increase of 2%.
  - 5) Effective the first full pay period in July 2021, the bargaining unit will receive a Cost of Living Adjustment increase of 2.5%.
  - 6) Effective the first full pay period in January 2022, the bargaining unit will receive a Cost of Living Adjustment increase of 2%.
- B. Compensation Study: The City will complete a total compensation market survey that will include data that is in effect on January 31, 2022. The parties will convene to review the components of said market study. The City will meet and confer with the bargaining unit regarding the results of the market study. The parties will explore the feasibility of a median implementation strategy. Should another Bargaining Unit receive more favorable terms regarding implementation of a compensation study, then those same provisions shall apply to this unit.
- C. Each employee shall be compensated on a bi-weekly basis. Payment will normally be made on Friday immediately following the conclusion of a City payroll period. A city payroll period begins on the Monday which is the first day of the City pay period and ends on the Sunday which is the last day of the City pay period and consists of fourteen (14) calendar days. Employees who are on continuous paid regular service or a partial pay period shall receive pro-rated compensation for the pay period at the rate of 1/112 of the employee's bi-weekly wage rate for each hour of the pay period that the employee was on continuous paid service.

An employee on continuous paid regular service shall be an employee who is on a full-time regular employment status with the City in a classification covered by this Memorandum of Understanding.

#### Section 7. Hours of Work & Work Schedules

A. Normal Hours of Work

This section is intended to define the normal hours of work and work schedule for an employee and is not to be interpreted as a guarantee of hours or shifts of work.

Employees shall report at the beginning of their workday in appropriate uniform and in conformance with Department grooming standards, and ready to work at the location to which they were directed by the Fire Chief or designated representative. The regular workplace shall be the Brisbane fire station, 3445 Bayshore Blvd., Brisbane. The employee's work routine and responsibilities shall be as specified and determined by the City of Brisbane Job Description for the respective position, the City Rules and Regulations, the Memorandum of Understanding between the City of Brisbane and the International Association of Firefighters, Local 2400, AFL-CIO, and the Fire Department Standard Operating Procedures.

On-Duty Shift Defined: An On-Duty shift shall be twenty-four (24) consecutive hours of on-duty time beginning at 0800 hours each calendar day and ending at 0800 hours the following calendar day. For the purpose of this Section, an On-Duty shift shall be signified by the symbol "X".

An employee is required to report for duty on his or her scheduled on-duty shift no later than 0800 hours. Employees shall not depart from their on-duty shift and station until properly relieved.

Off-Duty Shift Defined: An Off-Duty shift shall be twenty-four (24) consecutive hours of off-duty time beginning at 0800 hours each calendar day and ending at 0800 hours the following calendar day. For the purpose of this Section, an Off-Duty shift shall be signified by the symbol "O".

Tour of Duty Defined: A Tour of Duty is a sequence of On-Duty and Off-Duty shifts. An employee assigned to Fire Suppression shall work a normal schedule that shall include on-duty shifts arranged into tours of duty within a specified shift schedule, which results in an average of fifty-six (56) hours per week.

Work Periods Defined: A work period shall be a series of Tours of Duty over a period of 24 days. For example: XXOOOOXXOOOOXXOOOOXXOOOO.

Employees assigned to a position in Fire Suppression shall work a 7(k) work period. The duty cycle (average of 56-hours per week) shall be two (2) tours of duty in six (6) days. The workday will begin at 8:00 AM and end at 8:00 AM on the following day. The work period shall be 24 days, where the maximum non-overtime hours will be 182 hours. The City shall retain the right to change the duty cycle and/or work period, so long as the change is intended to be permanent and not done to avoid overtime obligations required under the Fair Labor Standards Act.

The normal work period for employees assigned to positions in other than Fire Suppression shall begin on Monday and end on Sunday (40-hours per work week) and the hours worked will normally fall between 8:00 AM and 5:00 PM each day.

#### B. Rest Periods

A rest period of fifteen (15) minutes will be permitted between 0800 hours and 1200 hours and one between 1300 hours and 1700 hours during the normal on-duty shifts or day, provided that such rest periods do not interfere with the effective operations of the Fire Service. Lunch periods generally shall be between the hours of 1200 hours and 1300 hours, and the dinner period generally shall be between the hours of 1700 hours and 1900 hours.

#### C. Trade Time

Departmental permission for an employee to trade on-duty shift time with another employee shall not be construed as departmental alteration of an employee's normal hours of work or work schedule nor shall such departmentally permitted trades of on-duty shift time between employees

be construed as ordered and authorized work in excess of an employee's normal hours of work and work schedule for purposes of establishing eligibility for overtime compensation of any kind. Shift exchanges/trades shall be governed by department Standard Operating Procedure (SOP).

#### Section 8. Overtime

Overtime, when authorized by an employee's supervisor, shall be paid on the following basis:

For employees assigned an average forty (40) hour workweek, the workday shall be eight (8) hours unless otherwise assigned by the Fire Chief and for employees assigned an average fifty-six (56) hour workweek, the work period shall be twenty-four (24) hours.

An employee required to work in excess of the regularly scheduled workday or regularly scheduled work shift, or as required under the Fair Labor Standards Act (FLSA), shall be compensated for each overtime hour as authorized by employee's supervisor at a rate of time-and-one-half (1-1/2) of the employee's regular base rate of pay.

The Fair Labor Standards Act requires that educational and other incentive pays be included in determining the regular rate of pay. For fire suppression personnel, the hourly equivalent to regular base pay shall be computed by dividing annual base pay, including incentive pays, by the total scheduled hours 2,912. For employees assigned a forty (40) hour workweek, the regular rate of pay shall be computed by dividing the annual base pay, including educational incentive pays by 2,080 hours.

Nothing herein shall preclude the covered employee and supervisor from adjusting employee's work schedule to reduce or eliminate such overtime if such adjustment is with the mutual consent of employee and supervisor and approval of the Fire Chief.

Overtime, when authorized by the employee's supervisor and approved by the Chief, shall be assigned as provided for in department Standard Operating Procedure (SOP).

#### A. Overtime Compensation Rates:

- 1) Employees shall be compensated for all overtime hours at one-and-one-half (1-1/2) times the hourly rate of pay for which the employee otherwise qualifies pursuant to this Memorandum of Understanding.
- 2) Hold-Over: Overtime compensation for an employee held over past the end of his or her onduty shift shall conclude immediately upon the employee being properly relieved or upon the commencement of the employee's next regularly scheduled on-duty shift, whichever occurs first.
- 3) Non-Emergency Call-In: An employee may be called back to work for non-emergency work duties as determined by the Fire Chief. When the call back is voluntary the employee shall be compensated at the overtime rate of time-and-one-half for the actual time worked. This overtime will include travel time to/from the employee's home or location of response, whichever is closer. When the call back is mandatory, the employee shall be compensated for a minimum of three (3) hours at the time-and-one-half rate of pay.
- B. Minimum Overtime: Except in instances when an employee is unable to depart from his or her onduty shift and station because he or she has not been properly relieved, no form of overtime

payment shall be made where time worked prior to the beginning of a shift or following completion of a shift is less than twelve (12) minutes duration.

C. Mandatory Call Back

G.

The City has the right to determine minimum staffing levels. In making this determination, the City shall place significant emphasis on a minimum staffing level so as to provide for the safety of department personnel, as well as the community.

Mandatory call back shall be assigned as provided for in the department Standard Operating Procedure (SOP).

D. Compensatory Time

Employees who are eligible to earn overtime shall be eligible to earn compensatory time off (comp time) at one-and-one-half times the straight time rate. No one may accumulate more than one hundred and twenty (120) hours of comp time. Any employee who accumulates over one hundred and twenty (120) hours of comp time will be automatically reduced, and paid-off down to sixty (60) hours. An employee who has requested to use accumulated compensatory time is permitted to use such time within a reasonable period after making the request unless, in the opinion of the Fire Chief, the request would unduly disrupt the operations of the department.

# Section 9. Call Back Pay

- A. When an off-duty employee is called back to work for a major emergency as determined by the Fire Chief, a minimum of three (3) hours salary shall be paid. The call back pay shall be paid at the overtime rate of time and one-half (1-1/2) per FLSA rules.
- B. Court Time

Any employee required to report to court while not on duty for purposes related to his/her Fire Department duties shall receive a minimum of three (3) hours for such court appearances at the time-and-one-half (1-1/2) rate of pay.

An employee subpoenaed to appear in court in a matter that is unrelated to his/her official capacity as a City employee shall be permitted time off without pay. If the employee elects, accrued vacation, compensatory time off or personal leave as approved by the department head may be used for this purpose.

# Section 10. Out of Class Pay and Assignment Pay

- A. Fire suppression personnel may be assigned to assume the duties of a higher rank Fire suppression shift personnel shall be required to work in a higher classed position for an initial twelve (12) hours before becoming eligible to receive acting pay. The initial twelve hours is a one-time requirement, for training purposes. Firefighters must meet the minimum qualifications as state in the department Standard Operating Procedure (SOP) in order to receive Out-of-Class pay. The rate of pay shall be not less than five percent (5.0%) more than the employee's current base pay.
- B. Employees in this unit may accept assignments to perform specific work duties that are not within the scope of their regular work duties. Such assignments, including the scope and length, are at the sole discretion of the City Manager. An employee so assigned shall be entitled to receive from \$250 to \$750 per month above and in addition to his/her current base salary for the full period of

assignment. The appropriate amount of additional pay will be set prior to commencement of the assignment, and there shall be no reduction in the amount of additional pay during the assignment period. The assignments provided for shall be on average no more than 5 - 6 hours per week but some weeks may be more and others less.

Section 11. Health and Welfare

A. CalPERS Employer Health Contribution

The City shall contribute the minimum health premium contribution for participating active and retired employees under the Public Employees' Medical and Hospital Care Act (PEMHCA), currently at \$136 for 2019 and \$139 for 2020 This will cease should the City no longer provide health benefits through PEMHCA in the future.

B. Flexible Compensation Plan

The City shall continue to offer a bona fide Flexible Compensation Plan and to make monthly contributions for allocation to health insurance and health and dependent care reimbursement accounts. It is understood that the City may establish such regulations as may become necessary to ensure that the cafeteria plan remains a bona fide plan for the purpose of taxation and FLSA compliance, subject to meet and confer to the extend required by state law.

Effective December 1, 2019, the City's contribution toward the Flexible Compensation Plan will be increased by 3% to the following amounts:

No Plan	\$622.71
Single party	\$765.03
Two party	\$1,677.74
Family	\$2,225.40

Effective December 1, 2020, the City's contribution toward the Flexible Compensation Plan will be increased by 3% to the following amounts:

No Plan	\$641.40
Single party	\$787.98
Two party	\$1,728.07
Family	\$2,292.16

Effective December 1, 2021, the City's contribution toward the Flexible Compensation Plan will be increased by 3% to the following amounts:

No Plan	\$660.63
Single party	\$811.62
Two party	\$1,779.91
Family	\$2,360.92

Should the Kaiser rate increase by more than 3% for calendar year 2021, the City will increase its cafeteria plan contribution up to the amount of the increase, not to exceed a total of 6% for 2021.

9

Should the Kaiser rate increase by more than 3% for calendar year 2022, the City will increase its cafeteria plan contribution up to the amount of the increase, provided that the amount of all increases to cafeteria plan contributions over the life of this contract shall not exceed a cumulative total of 12%.

Any tax consequence resulting from City contributions to the Flexible Compensation Plan are the sole responsibility of the employee. Additionally, any such amount of the Flexible Compensation Plan received as cash shall be added to wages but are not considered compensation for retirement purposes as defined by the California Public Employees' Retirement Law.

#### C. Dental Benefits

G.

During the term of this agreement, the City shall contribute the sum of \$145 per month per employee toward a dental plan.

Within 90 days of ratification, the City will convene a meeting of the Dental Plan group with the anticipation that the existing dental benefit will be replaced by an indemnity plan, effective July 1, 2020. If the group cannot agree upon such an alternative plan, the City will continue with the existing plan, however, employees will be required to pay all costs of the plan not covered by the above City contribution.

Maximum Coverage: The current maximum reimbursement amount per employee shall be \$2,000 per plan year. The reimbursement per dependent shall be \$1,100 per plan year. The amount of the unused employee balance that can be applied to the outstanding dependent balance shall be \$530 per fiscal year.

#### D. Life and Long Term Disability Insurance

The City shall maintain in effect for the term of this Agreement the current level of life insurance plan. The City agrees to maintain in effect for the term of this agreement long-term disability insurance with the carrier requested by the unit, California Association of Professional Firefighters. The City further agrees to add the cost of the long-term disability premium to the employee's pay warrant as gross income for the purpose of the disability premium being paid by the employee through a payroll tax deduction.

#### E. Vision Care Insurance

The City shall maintain in effect for the term of this agreement its existing vision care insurance. The City shall contribute one hundred percent (100%) of the family rate for such vision care coverage.

#### F. Employee Assistance Program

The City shall maintain in effect for the term of this agreement its existing agreement in order to provide an employee assistance program.

#### Section 12. Supplemental Stipend

The City will provide for an amount equal to Kaiser Health Insurance for employee, employee plus 1, or employee plus 2 depending on the level of insurance the employee has in retirement. The amount will change to the Medicare supplement once the employee or dependent is eligible for Medicare. If one covered family member is not in Medicare while another is, the employee will receive the appropriate amount for the combined plan. The benefit will continue only through the life of the employee, not survivors, and shall be subject to change in subsequent MOUs. If the employee changes

ŵ.

health care carriers, the benefit will cease; provided, however, that in the case of PEMHCA health care plans, an employee may change carriers as long as it the health care plan remains within the PEMHCA umbrella. All of the following conditions shall be met for the employee to be eligible to receive this benefit:

- 1) The employee has 15 years or more service with the City of Brisbane.
- 2) The employee retires from service with the City of Brisbane.
- 3) The effective date of the retirement is within one-hundred twenty (120) days of separation from the City of Brisbane.
- 4) Employees hired after July 1, 2008 are not eligible for the supplemental stipend benefit. Such employees will be eligible to receive a benefit as noted in Article 14 below.
- 5) Any employee hired before July 1, 2008 and who retires before July 1, 2020, and who meets the conditions above, will be paid a stipend that is equal to the single party premium rate charged the City by Kaiser

Section 13. CPR Training Stipend

The City shall provide a stipend equal to 2% of base wage for one employee to administer CPR Training. This stipend is not be PERSable.

#### Section 14. Deferred Compensation - Employer Contribution

- A. Employees hired on or before January 1, 2013 shall have the option of contributing to their 457 deferred compensation plan voluntarily without forfeiting any rights to the retiree medical supplemental stipend.
- B. For employees hired on or after January 1, 2013 the City will contribute one point five percent (1.5%) of the employee's base monthly salary toward a defined contribution benefit plan and the Supplemental Stipend will not apply. In the event the employee makes a contribution of up to Two point Five percent (2.5%) of the employee's base monthly salary toward the Defined Contribution Plan, the City will match such contribution up to one percent (1.0%). The City's total contribution toward any employee will not exceed two point five percent (2.5%).
- C. For individual employees eligible for the supplemental stipend who voluntarily elect to irrevocably opt out of the supplemental stipend benefit, the City will contribute three percent (3.0%) of the employee's base monthly salary toward a Defined Contribution Plan and the supplemental stipend will not apply. In the event the employee makes a contribution up to five percent (5.0%) of the employee's base monthly salary towards the Defined Contribution Plan, the City will match such contribution up to two percent (2.0%). The City's total contribution toward any employee will not exceed five percent (5.0%). This benefit will terminate upon separation from service with the City. Furthermore, it is agreed that an employee who once waives his/her participation in the supplemental stipend program, it shall be irrevocable.

#### Section 15. Tuition Reimbursement

The City shall reimburse all represented employees for tuition costs for job related courses. This shall include actual tuition costs, academic counseling, registration, and books.

An employee shall be eligible to receive reimbursement provided the course(s) of instruction meets the following:

97

- 1) Requires attendance at an accredited community college or university, or
- 2) Is given by an accredited institution as part of a curriculum leading to a degree related to the fire service, or
- 3) Meets the criteria for professional development as defined in the Fire Department Career Development Guide to include workshops and seminars, and
- 4) Is successfully completed with a grade of "C" or better or a passing grade of "Credit" (CR) in a pass/fail course, and
- 5) Is approved by the Fire Chief or his/her designee prior to attending the course.

The procedure for course approval and reimbursement shall be governed by department Standard Operating Procedure (SOP) and the Fire Department Career Development Guide.

#### Section 16. Public Employee's Retirement System

Employees hired by the City and who have entered CalPERS membership prior to January 1, 2013 will receive the Local Safety 3% @ 55 CalPERS retirement plan. The employee contribution for those participating in the Local Safety 3%@ 55 retirement plan will be 9.0%.

Employees hired by the City on or after January 1, 2013 who are determined by CalPERS to be "classic" or "legacy" members of CalPERS will receive the Local Safety 3%@ 55 retirement plan. The employee contribution for those participating in the Local Safety 3%@ 55 retirement plan will be 9.0%.

- Classic employees shall contribute an additional 1% PERS cost share pursuant to Government Code section 20516(f) effective the first full pay period in July 2019 for a total of 10% employee contribution.
- Classic employees shall contribute an additional 1% PERS cost share pursuant to Government Code section 20516(f) effective the first full pay period in July 2020 for a total of 11% employee contribution.
- Classic employees shall contribute an additional 1% PERS cost share pursuant to Government Code section 20516(f) effective the first full pay period in July 2021 for a total of 12% employee contribution.

Employees hired on or after January 1, 2013 who are determined by CalPERS to be "new" members of CalPERS, the City shall provide the Local Safety 2.7% @ 57 retirement plan. The employee contribution for those participating in the Local Safety 2.7% @ 57 retirement plan will be 50% of the normal cost. In this and all other relevant respects, the City will comply with Government Code sections 7522 et seq. (PEPRA) including but not limited to the employee cost-share, the cap on pension benefits, and the three-year average for calculating final compensation.

#### Section 17. Physical Fitness

A physical fitness program has been developed and is defined in the Fire Department Standard Operating Procedures (SOP).

#### Section 18. Holiday Compensation

In lieu of paid time off for holidays, each employee shall receive holiday compensation as follows:

A. Employees assigned to fire suppression duties shall receive compensation in lieu of holiday observance in the amount of six percent (6%). For personnel assigned to these duties this amount is included in the base salary listed in Appendix A.

Employees assigned to duties that are scheduled for a forty (40) hour workweek and non-rotating shifts shall receive paid holiday time for all City holidays (January 1, February 12, the 3rd Monday in February, the last Monday in May, July 4, 1st Monday in September, the 2nd Monday in October, November 11, Thanksgiving Day, Day after Thanksgiving, four hours on the work day prior to the observance of December 25 and January 1 holidays).

B. Holiday Compensation for Employees on Industrial Injury or Illness Leave:

An employee who is receiving compensation pursuant to the provisions of the state of California Labor Code Section 4850 shall receive the same holiday compensation as the employee would receive were the employee working his or her normal hours of on-duty shift time.

#### Section 19. Vacation

G.

All full-time personnel shall be entitled to annual vacation leave as provided below.

Shift Personnel (56-hour workweek)

Years of Continuous	Annual Accrual	Maximum
Service	Amount	Accrual
First 4 years	112 hours	224 hours
After 4 years	192 hours	384 hours
After 9 years	240 hours	480 hours
After 15 years	264 hours	528 hours

#### Non-Shift Personnel (40-hour workweek)

Years of Continuous	Annual Accrual	Maximum
Service	Amount	Accrual
First 4 years	80 hours	160 hours
After 4 years	120 hours	240 hours
After 9 years	160 hours	320 hours
After 15 years	176 hours	352 hours

Vacation credits shall be accrued pro rata on each pay period. Employees will be eligible to take vacation after six (6) months service with the City.

Based on operational needs or employee preference, vacation leave earned in a given year may be deferred to the following year. However, the total amount of vacation accrued shall not exceed the maximum accrual listed above, except as noted below.

Vacation leave accrued may exceed the listed maximum hours only with approval of the Appointing Authority. Documentation of all vacation deferments approved by the Appointing Authority shall be provided to Human Resources in such form as specified.

G.

It is the employee's responsibility to keep track of his/her accrued hours and make timely requests to take earned vacation leave. The granting of vacation leave requests is at the discretion of the Chief, based on staffing and operational needs of the department. Failure to plan for and timely scheduling of vacation leave may result in the loss of vacation hours when the maximum number of accrued vacation hours is reached. However, no employee shall lose the accrual of vacation hours when timely vacation requests are made. A timely vacation request shall be one which is submitted within sixty (60) days of the requested leave date(s).

Subject to approval of the appointing authority, the department and employee shall schedule the times at which vacation leave is to be taken with due consideration being given to the desires of the employee and the operational needs of the department. For shift personnel vacation may be taken in twelve (12) hour increments or for lesser periods as approved by the Fire Chief.

Where an illness or injury necessitates hospitalization of an employee during his vacation leave, the days of hospitalization shall not be charged against the employee's vacation accrual. Upon presentation of appropriate documentation such leave will be charged to the employee's sick leave.

Employees who leave the City service during their first six (6) months of employment under original appointments shall not receive any vacation leave or payment therefor. All other employees in the Classified Service shall, upon separation in good standing, be entitled to receive payment at their current base rate of pay for all vacation credits earned, but not taken as of the effective date of separation.

#### Section 20. Industrial Injury or Illness

An employee who is temporarily and/or partially disabled from performing the full scope of the usual and customary duties of his/her classification as a result of an injury or illness which has been determined by a City physician to be industrially caused shall be granted Workers' Compensation Leave without loss of salary or benefits.

Administration of Leave: The requirements and the amount of Workers' Compensation Leave to be granted to an employee shall be as prescribed in Section 4850 and related sections of the Labor Code as those sections are constituted at the time interpretation of said sections are necessary.

#### Section 21. Sick Leave

- A. Sick leave shall not be considered a privilege that an employee may use at his/her discretion, but shall be allowed only in case of actual sickness, injury, disability or medical condition that prevents the employee from performing the usual and customary duties of the classification.
- B. An employee who is temporarily and/or partially disabled from performing the full scope of the usual and customary duties of his/her classification as the result of an injury or illness that is not industrially caused may be eligible for sick leave without loss of salary or benefits within the limits set forth below. An employee who is granted sick leave is expected to take the appropriate recuperative steps and/or to follow physician recommended recuperative steps to assure a timely return to work.
- C. Each employee on a fifty-six (56) hour workweek will accrue twelve (12) hours of sick leave per month of employment for purposes of sick leave insurance usage. Each employee on a forty (40) hour workweek will accrue eight (8) hours of sick leave per month of employment for purposes of

sick leave usage. Sick leave hours earned may be accumulated without limit. Sick leave used shall be on the basis of one (1) hour for each hour used.

- D. An employee may use one-half of his/her annual accrual of sick leave to attend to the diagnosis, care, or treatment of an existing health condition or preventative care for a child, spouse, registered domestic partner, parent (including biological, adoptive, foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling. The Personnel Officer may approve use of leave for this purpose for other than the family members defined above.
- E. Accrued sick leave may, with department head approval, be used for medical and dental appointments of the employee where it is unfeasible to schedule them on the employee's own time.
- F. The sick leave reporting procedure shall be governed by the department Standard Operating Procedure (SOP).
- G. Verification of Injury or Illness:
  - 1) Usual verification An employee requesting paid sick leave shall provide reasonable verification of the illness or injury by completing a sick leave form explaining the reason for the employee's absence.
  - 2) Doctor's Verification The Chief or his/her designee may require a verification prepared and signed by a medical doctor, which describes the nature and extent of the illness or injury and which confirms that the employee has fully recovered and is able to perform the full scope of the normal and customary duties of the classification. This verification may be required when an employee is absent due to illness or injury for a period of three (3) consecutive shifts.
  - 3) A Doctor's verification may be required for a one (1) day absence if it is due to an injury or suspected injury of the nature that may interfere with the physical duties of a firefighter.

#### Section 22. Bereavement Leave

An employee may be granted leave of absence without loss of salary or benefits upon the death or the funeral of any of the following persons: spouse, domestic partner, child, father, mother, step-father, step-mother, brother, sister, step-brother, step-sister, grandfather, grandmother, grandchildren, mother-in-law, and father-in-law. In addition, the City Manager or designee may grant leave to an employee upon the death or the funeral of some other person if, in the opinion of the City Manager or designee, such leave is warranted under City Personnel Rules and Regulations. Employees may be granted up to a maximum of seventy-two (72) hours per occurrence for the death or funeral of a family member. The City Manager or designee may approve extensions to such leaves due to unusual circumstances.

#### Section 23. Maternity Leave

Applicable federal and state law shall govern maternity leave.

Section 24. Military Leave

G.

Military Leave shall be granted in accordance with the provisions of the State Military and Veterans Code. An employee requesting leave for this purpose shall provide the department head with a copy of the military orders specifying the dates, site and purpose of the activity or mission.

Within the limits of such orders, the department head may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

The procedure for requesting Military Leave is governed by department Standard Operating Procedure (SOP).

#### Section 25. Uniforms

Each employee shall be eligible for payment by the City to a vendor approved by the City, or reimbursement for the purchase price of approved uniform items up to a total of Eight Hundred Dollars (\$800.00) per fiscal year. New employees shall receive \$1,250 in their first month of employment.

The City will make payment or reimburse an employee for such purchase price upon presentation by the employee of a proper claim, itemized receipt, and upon verification by the employee's immediate supervisor that the employee has received the items. The City will provide unlimited cleaning, and alterations for issued uniforms.

#### Section 26. Attendance

Personnel shall devote their entire time and attention to the service of the Department and be ready to respond to all emergencies and requests for service. The normal and/or assigned work location shall be the Brisbane Fire Station, 3445 Bayshore Blvd. However, personnel may and will be required to work in many locations dictated by the needs of the service. No employee shall leave the normal and/or assigned work location without specific permission, approval or assignment of his/her superior officer.

No employee may leave the City of Brisbane without the specific permission of the Fire Chief or his/her designee, except as provided for in the Mutual and Automatic Aid Agreements with the City of Brisbane.

Employee attendance and conduct shall also be governed by the department Standard Operating Procedure (SOP).

#### Section 27. Other Leaves Without Pay

The appointing authority may grant an employee a leave of absence without pay for a definite period not to exceed three months. Department heads may grant such leaves not to exceed five (5) working days. The request for leave, and the reasons therefor, shall be submitted in writing by the employee and must be approved in advance by the appointing authority or the department head, as appropriate.

On expiration of the approved leave, the employee shall be reinstated to his former position or to a comparable one if the former position was abolished during the period of leave and the employee otherwise would not have been laid off. Based upon unforeseeable changes in operating requirements, the appointing authority may recall the employee from leave prior to its expiration.

Failure on the part of an employee to return to work on the date originally scheduled or subsequently modified shall be considered as a resignation.

#### Section 28. Leaves of Absence Without Pay: Effect on Seniority and Benefits

Except as provided under State Law for employees on military leaves of absence, employees on leaves of absence without pay shall not, after the first thirty (30) days of such leave, accrue service or leave credits, nor shall the City be required to maintain contributions toward group insurance coverages. During the period of such leaves, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

#### Section 29. Jury Duty

An employee who is called to serve as a juror shall be entitled to leave during the period of such service or while necessarily being present in court as the result of such a summons. Under these circumstances, the employee shall be paid his full salary for this period, provided the employee remits jury fees received to the City. Such fees shall not include mileage reimbursements or subsistence payments.

#### Section 30. Layoff Procedure

- A. The City Council may abolish any position in the Classified Service due to lack of funds, work or need.
- B. The layoff of employees resulting from the elimination of positions shall be governed by the following procedures:
  - Layoffs shall be made from within the affected job classification in reverse order of total time in the Classified Service, including any period of probation, paid leave or active military leave. Except as provided under Rule 17.13 of these Regulations no service credits shall be earned during any leave of absence without pay. Where time in service is equal between two (2) or more affected employees, their position on the seniority list shall serve as the determining factor.

#### 2) The order of layoff in the affected classifications shall be:

- a. Temporary employees.
- b. Probationary employees.
- c. Permanent employees.
- 3) Probationary and permanent employees in the Classified service who, under paragraph 1. above, are scheduled to be laid off shall receive at least twenty-one (21) days' written notice to this effect.

In lieu of layoff, a permanent employee may elect transfer or demotion to a vacant position in the Classified Service that the City intends to fill and for which the employee is qualified. Such actions shall be governed by the terms of Rules 12.03 and 12.04, and in no event shall result in an employee being placed in a classification carrying a higher maximum rate of pay.

Within ten (10) days from the date layoff notices are issued, an employee who would otherwise be laid off may elect to displace an employee in a classification carrying a lower or the same

maximum rate of pay; provided, however, that the displacing employee must have held permanent status in such classification and have greater time in Classified Service than the employee being displaced.

A probationary or permanent employee displaced in accordance with this section shall, in turn, be provided the same notice and displacement privilege as set forth in this section.

- 4) Permanent and probationary personnel laid off in accordance with this Rule shall, at their request, be placed on a re-employment list as provided by Rule 9.03 of the City's Personnel Rules and Regulations. If an employee is re-employed from such a list, all service credits and other benefits accrued to the date of layoff shall be restored. In no event, however, shall the City be required to restore credits for vacation and other benefits paid out at the time of layoff. At the time of layoff, the employee's name shall be removed from all promotional eligibility lists, but, at the employee's request, shall be retained on open-competitive lists subject to the provisions of Rule 9.05 of these Regulations.
- 5) A probationary or permanent employee laid off pursuant to this Rule, shall have the right to appeal directly to Step 3 of the Grievance Procedure as outlined in Section 40. An appeal filed under these circumstances shall not in any way be construed as stemming from a disciplinary action and the sole issue appropriate for determination shall be questions concerning interpretation or administration of the layoff procedure. An appeal filed under this paragraph shall not serve to suspend or delay layoff proceedings unless the appointing authority determines otherwise. In no event shall the appointing authority be empowered to hear and rule upon the City Council's judgment as to the merit and necessity of the elimination of positions.

#### Section 31. Demotion

G.

Based upon an employee's request or upon an employee's demonstrated inability to perform the tasks of the position, the appointing authority may demote an employee to a position in a classification which carries a lower maximum rate of pay and which the employee is qualified to perform. Under these circumstances, the employee's new rate of pay shall be that step in the new salary range that most closely corresponds to the employee's former salary step.

Where such action is based upon an employee's inability to perform the work of the current position, the employee may appeal the action of the appointing authority pursuant to Section 40 of the Memorandum of Understanding.

Advance written notice of demotion, together with the effective date, shall be provided the employee and the employee's department head.

#### Section 32. Promotions

See City Rules and Regulations Section 9.01 & 9.02:

- A. Placement on Lists: Candidates who successfully complete all components of the examination shall be placed on the appropriate employment list. Preparation and maintenance of employment lists under these Rules shall be the responsibility of the Personnel Officer.
- B. Duration of Lists: All open-competitive and promotional lists shall remain in effect for one year unless exhausted or abolished within that period as provided below. The Personnel Officer may

extend any such list for up to six months. The effective date of a list shall be that date on which it is approved for posting by the Personnel Officer. The Personnel Officer may abolish any employment list that has fewer than three available eligible candidates on it.

#### Section 33. Probationary Period and Performance Ratings

- A. The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of the employee to the new position and for rejecting any probationary employee whose performance does not meet the required standards of work. An employee rejected during the original probationary period shall have no appeal rights.
- B. All original appointees to positions in classifications covered by this Agreement shall serve a probationary period of twelve (12) months, which shall begin upon successful completion of a department approved recruit academy and/or appointment to the classification of Firefighter or Firefighter/Paramedic. Promotional appointees shall serve a probationary period of not less than six (6) months, nor more than twelve (12) months.
- C. Where the probationer loses time from the job, whether paid or unpaid, in sufficient amounts as to detract from the stated objectives of City's Personnel Rules and Regulations 11.01, Objective of Probationary Period, the appointing authority may extend the period of probation beyond the limits contained in the preceding paragraph. This extension may not exceed the aggregate amount of lost time that caused the extension. The probationer shall be so advised prior to the effective date of the extension.
- D. It shall be the duty of the department head and immediate supervisor to investigate carefully the probationer's adjustment and performance to determine whether or not the probationer is qualified for permanent status. The department head shall submit to the Personnel Officer an evaluation of the probationer's performance at time specified by the Officer, but no less than twice during the employee's probationary period.
- E. The final probationary report on each probationer-shall include, and earlier reports may include, the department head's recommendation regarding retention.
- F. During the probationary period, an appointee may be rejected at any time by the appointing authority without cause and without right of appeal. Notice of rejection shall be served in writing on the probationer.
- G. An employee rejected during the probationary period from a position in the Classified Service to which he/she has been promoted shall be reinstated to a position in the class from which he/she was promoted unless the rejection results in dismissal from the City service. Where rejection results in dismissal, the employee shall have the right to appeal such action in accordance with Section 40 and shall be furnished advance notice pursuant to Rule 13.02, Notice of Disciplinary Action, of the City's Personnel Rules and Regulations.
- H. Performance reports shall be completed at least annually for all personnel having permanent status in positions in the Classified Service. Such reports may be required more frequently by the City Manager or designee, or the Fire Chief. This Section shall be governed by the department Standard Operating Procedure (SOP).

#### Section 34. Residence Requirements

G.

Employees shall reside within one hundred (100) road (driving) miles of the Brisbane Fire Station, 3445 Bayshore Blvd., Brisbane, CA.

#### Section 35. Limited Duty for Disabled Employees

The following are guidelines that are to be utilized in determining whether an employee shall be given a limited duty assignment.

- A. The employee must have incurred an injury or illness that incapacitates him/her from performing the full duties of his or her job. A physician licensed to practice medicine in the State of California must confirm such disability in writing.
- B. There must be a written statement from a physician licensed to practice medicine in the State of California, releasing the employee to perform specific functions. The physician's statement must contain the specifics or the employee's limitations in performing work and how long it is anticipated these limitations are expected to continue.
- C. The City may require a second physical examination by a City appointed doctor to assess the employee's condition and to verify the information in the employee's physician's statement certification. The City will pay the cost of the City appointed doctor. In the event the two physician's examinations and determinations are not in agreement, the City and affected employee will select a mutually acceptable third physician to review the results of the first two doctors and conduct a third examination whose determination shall be final and binding. The cost of the third doctor's review and examination shall be paid by the City.
- D. The assignments will be at the discretion of the Fire Chief, with due regard to the needs of the service and the condition of the employee, and subject to the rights of the employee under the Workers! Compensation Act.
- E. Any rehabilitation, therapy, physician's visits, or other treatment prescribed by the attending physician shall be without the loss of compensation only for the period of time required by applicable state law when the disability is job related.

#### Section 36. Emergency Management Authority

Nothing contained in this Memorandum of Understanding shall limit the authority of the Fire Chief and the City to make necessary changes during emergencies. The Department Head and/or the City shall notify the Union of such changes as soon as possible. Emergency assignments of personnel shall not extend beyond the period of the emergency. An emergency is defined as an unforeseen circumstance requiring immediate implementation of the change.

#### Section 37. Discharge or Discipline

The City Manager or his/her designee may take disciplinary action against any employee in the Classified Service for employment related dishonesty, insubordination, being under the influence of alcohol or drugs while on duty, incompetence, willful negligence, failure to perform work as required or to observe the Department's safety rules and the Department's rules and regulations, which must be conspicuously posted and not in derogation of the Memorandum of Understanding, for engaging in

G.

strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding.

Such disciplinary action may include suspension, pay reduction, demotion or discharge.

#### Section 38. Personnel Files

An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into his or her personnel file. Letters of commendation will be placed in the Personnel File. Certificates of Achievement related to the Fire Department shall be place in the employees Personnel File at the employee's request.

#### Section 39. Outside Employment

No full-time employee shall engage in employment that constitutes a conflict of interest for the employee or the City. No employee shall engage in outside employment during his/her regular working hours. No uniform, emblem, badge or other employee identification shall be worn by any person while in the employment of someone other than the City. A letter to the Fire Chief shall be submitted for all requests by the employee for permission to engage in outside employment. No employee shall accept or continue employment other than occasional work from other than the City of Brisbane without the approval of the City Manager which may be withheld if such employment constitutes a conflict of interest for the employee or the City or which would interfere with the employee's ability to perform his or her City job.

#### Section 40. Prohibited Activities

No employee organization shall encourage participation in, nor shall any employee participate in any strike, picketing, slow down, sick-in, or any other form of concerted activity against the City during the term of this Agreement, nor shall any employee recognize any picket line in the course of his duty, nor in any way be involved in the reduction or denial of City service to any premises because of a labor dispute. Any employee who violates any portion of this section is subject to disciplinary action up to and including discharge.

#### Section 41. Grievance Procedure

- A. Definition of a Grievance: A grievance is defined as any dispute that involves the interpretation, application or alleged violation of:
  - 1) A current Memorandum of Understanding between the City and a recognized employee organization.
  - 2) The City's Personnel Ordinance and City's Rules where the provision in dispute is within the scope of representation.
- B. Should any dispute concerning an agreement, rule, or action arise which prescribes a separate appeal procedure, that dispute shall be excluded from this procedure.

Step I - An employee who has a grievance shall bring it to the attention of his immediate supervisor within five (5) working days of the occurrence of the act **that is the basis for the dispute**. Where the grievance concerns a matter of proper compensation or a matter which could not reasonably by discovered by the employee within five (5) working days of its occurrence, the grievance on such a matter shall be raised within twenty (20) working days of the occurrence. If the employee and the immediate supervisor are unable to resolve the grievance within five (5) working days of the date it is raised with the immediate supervisor, the employee shall have the right to submit a formal grievance which shall contain the information set forth below.

- a. The name of the grievant.
- b. The grievant's department and specific work site.
- c. The name of the grievant's immediate supervisor.
- d. A statement of the nature of the grievance including date and place of occurrence.
- e. The specific provision, policy or procedure alleged to have been violated.
- f. The remedy sought by the grievant.
- g. The name of the individual or organization, if any, designated by the grievant to represent him/her in the processing of the grievance. However, in no event shall an employee organization other than the one which formally represents the position occupied by the grievant be designated as the grievant's representative.

Formal grievances shall be processed beginning with Step 2 of this procedure.

Step 2 - An employee dissatisfied with the decision of the immediate supervisor in Step 1 may submit the grievance to his department head within seven (7) working days from the date of the immediate supervisor's decision. The department head shall respond to the grievance in writing within seven (7) working days from the date of its receipt.

Step 3 - If the employee is dissatisfied with the decision of the department head in Step 2, he/she may submit the grievance to the appointing authority within ten (10) working days from receipt of the department heads response. The appointing authority, or his/her designated representative, shall respond to the grievance in writing within ten (10) working days of its receipt. Within this period, the appointing authority, at his/her discretion, may conduct an informal hearing involving the parties to the dispute.

Step 4 - For any disciplinary suspensions, disciplinary demotions or disciplinary terminations and or no other action(s), an employee who is dissatisfied with the decision of the appointing authority in Step 3, may submit the grievance to arbitration within ten (10) working days from receipt of the appointing authority's decision.

- C. The City and the Union shall meet promptly to select a mutually acceptable arbitrator. The City and the Union shall share the fees and expenses of the arbitrator and a court reporter equally. Each party, however, shall bear the cost of its own presentation, including preparation, and post hearing briefs, if any.
- D. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.
Pay Claims: All complaints involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than sixty (60) days from the date of filing.

## Section 42. Emergency Medical Technician (EMT-Basic & EMT-D) and Educational Incentive

Employees assigned fire suppression duties (24-hour shift assignment) shall be eligible for educational incentive pay for successfully meeting certain qualifications and requirements. Employees hired prior to July 2, 1989 may qualify for educational incentive under Plan A or Plan B, Sections 41.2.1.1 and 41.2.1.2 or 41.2.2.1 and 41.2.2.2 respectively. However, employees hired prior to July 1, 1989 must choose, within 30 days of ratification of the MOU for 1998/2000, either Plan A or B as their educational incentive plan. Following Plan selection no Plan changes are permitted. Employees hired after July 1, 1989 may only qualify for educational incentive under Plan B.

Participation in the Department's Physical Fitness Program (employees assigned fire suppression duties) as provided for in Department SOP Article III, Division 2, Section 3.2-6 and EMT-Basic/D (defibrillator) certifications are required to be eligible for educational incentive pay under Plan A and Plan B.

The Fire Prevention Officer shall be eligible for education incentive under Plan A, Sections 41.2.1.1, 41.2.1.2, and 41.2.1.3 or under Plan B, Sections 41.2.2.1, 41.2.2.2, and 41.2.2.3. The Fire Prevention Officer, if employed by the City of Brisbane prior to July 1, 1989, shall choose either Plan A or Plan B within 30 days of ratification of the 1998/2000 MOU. Following Plan selection no Plan changes are permitted.

## 41.1 EMT Incentive Pay

Represented employees (excluding the Fire Prevention Officer) with EMT-Basic/D certifications or EMT-P certification may receive additional compensation of 2.5% of the employee's base salary.

All employees in the classification of a permanent employee hired (or promoted from Trainee status) after August 15, 1997 shall maintain EMT-Basic and EMT-D (defibrillator) certifications as a condition of employment. This requirement does not apply to the Fire Prevention Officer's position.

The city will assume responsibility to provide all employees one (1) opportunity during each recertification period to re-certify for EMT-Basic and EMT-D during the employee's regular duty shift. If the Department cannot provide an opportunity to re-certify on-duty the cost of the re-certification training will be paid by the Department.

An employee who fails to re-certify EMT-Basic and/or EMT-D will, on the date the certification lapses, automatically lose all EMT Incentive and Educational Incentive pay. The loss of incentive pay shall become effective with the next pay period until such time as the employee is once again certified.

Commencing that same date, employees hired after August 15, 1997 shall have 180 calendar days in which to certify and provide the Fire Chief with the appropriate documentation that the employee is again currently certified EMT-Basic and EMT-D. In the event the employee fails to re-certify during that 180-day calendar period, upon the expiration of that 180 days period the employee will then immediately be placed on leave without pay or benefits for 120 days. During that time period it will be the employee's responsibility to acquire the necessary certification(s) and present the Fire Chief with documentation that the employee again is currently certified. If at the end of this 120-day period the

employee fails to obtain current certification(s) the employee's service with the City of Brisbane shall be terminated.

The Fire Chief may extend the maximum re-certification period for an employee if the employee fails to acquire the necessary time to obtain re-certification due to an extended illness or disability. The amount of additional time allowed is at the option of the Fire Chief, but shall not exceed the leave time missed.

# 41.2 Educational Incentive

G.

41.2.1 Plan A

41.2.1.1 Employees who have:

a) an Associates of Arts Degree or

b) thirty (30) semester units in Fire Technology and five (5) years municipal fire suppression experience

shall receive additional pay of 2.5% of the employee's base salary.

41.2.1.2 Employees who have:

a) a Bachelor of Arts or Science Degree or

b) thirty (30) semester units in Fire Technology and thirty (30) related semester units and eight (8) years municipal fire suppression experience

shall receive additional pay of 2.5% of the employee's base salary.

41.2.1.3 The Fire Prevention Officer, having CFSTES Prevention Officer I and II, Fire Investigator I, Fire Instructor I certifications and ten (10) years of municipal fire service experience and two (2) years municipal fire service experience as a Fire Prevention Officer shall receive additional pay of 2.5% of the employee's base salary.

## 41.2.2 Plan B

41.2.2.1 Employees who have:

a) Associate of Arts Degree or

b) A Fire Technology certificate from an accredited institution offering Fire Technology courses and programs under the CFSTES and two (2) years municipal fires suppression experience

Shall receive additional pay of 2.5% of the employee's base salary.

41.2.2.2 Employees who have:

a) Bachelor of Arts or Science Degree or

b) An Associate Degree in Fire Technology from an accredited institution offering Fire Technology courses and programs under CFSTES, and CFSTES Fire Officer certification, and four (4) years municipal fire suppression experience

Shall receive additional pay of 2.5% of the employee's base salary.

110

41.2.2.3 The Fire Prevention Officer, having CFSTES Prevention Officer I and II, Fire Investigator I, Fire Instructor I certifications and ten (10) years of municipal fire service experience and two (2) years municipal fire service experience as a Fire Prevention Officer shall receive additional pay of 2.5% of the employee's base salary.

### 41.3 Accredited Institution and Training Credit

An accredited institution shall mean institutions of higher education accredited by the Western Association of Schools and Colleges or the American Council on Education.

Training, course work, and programs offered by or taken through the State Fire Marshal's Office and the CFSTES shall meet the requirements of accreditation for purposes of approved training and education.

For purposes of unit credit for State Fire Marshal training not taken through an accredited institution, unit credit shall be assigned based on sixteen (16) lecture hours equal to one (1) semester unit and forty-eight (48) field (lab) hours equal to one (1) semester unit.

Quarter units shall be valued at 0.75 of semester units (3 semester units equals 4 quarter units). Twelve lecture hours, for course work not take through an accredited educational institution shall equal one (1) quarter unit.

- 41.4 Educational Incentive non EMT For purposes of receiving educational incentive pay, a current paramedic certificate will be deemed to meet the requirement of a current EMT-Basic and D certificate.
- 41.5 Incentive Pay Compensation Rates The sum total of the base salary plus holiday compensation (calculated at the rate of (6.0%) will be used for the purpose of calculating incentive pays.

### Section 43. Seniority

The initial appointment of the employee to a classification in the Classified Service shall be the employee's seniority with the City. This employment anniversary date shall remain unchanged and shall be controlling for the purpose of establishing total time in the Classified Service. Any leave of absence taken will be governed by the City Personnel Rules & Regulations, Section 17.13 when determining total years of service credit.

The date of appointment to the classification within a City department shall be used to determine the employee's seniority within that department for the purpose of determining eligibility for such service related benefits, such as vacation leave. If the appointment to the classification in the City department is not voluntary on the part of the employee, then the employee's City seniority date shall be used to determine the employee's seniority within the department.

## Section 44. Severability of Provisions

Should any Section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such Section, clause or provision shall not invalidate the remaining, portions hereof, and such remaining portions shall remain in full force and effect for the duration of this memorandum of Understanding. Upon such invalidation

# Section 45. Past Practices and Existing Memoranda of Understanding

- A. Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the City Council is not guaranteed by this Memorandum of Understanding.
- B. The City's Personnel Rules and Regulations shall remain in full force and effect unless contradicted by a specific provision of this Memorandum of Understanding.
- C. It is understood and agreed by the parties that this Memorandum of Understanding supersedes all previous agreements between the parties, and that upon approval by the Brisbane City Council it shall be binding and enforceable to the full extent permitted by law.
- D. This Agreement expires June 30, 2022.
- E. The parties agree to a reopener to discuss the Department's SOPs.

#### RATIFICATION AND EXECUTION

The City and the unit have reached an understanding as to certain recommendations to be made to the City Council for the City of Brisbane and have agreed that the parties hereto will jointly urge Council to adopt a resolution which will provide for the changes contained in said joint recommendations. The City and the unit agree that this Memorandum of Understanding shall not be in full force and effect until adopted by the City Council of the City of Brisbane. If the foregoing is in accordance with your understanding, please so indicate by signing below.

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2400, AFL-CIO CITY OF BRISBANE

1020 Dated

By Joe Riede President 2/27 Distrie a e/27/2000 В

Caron Sorani District Vice President

By\_\_\_\_\_ David Swim IAFF Representative Ry Clayton Holstine

City Manager

By

Stuart Schillinger Administrative Services Director

# APPENDIX A

# PARAMEDIC PROGRAM AGREEMENT BETWEEN THE CITY OF BRISBANE AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2400 AFL-CIO

## I. Understanding in Principle

The City and Union acknowledge that each side has had full opportunity to meet and confer concerning the possible implementation of the Countywide ALS-Paramedic Program and that the following provisions constitute the complete agreement between the parties on this subject. It is recognized that the City's objective is to develop an overall approach to implementing a paramedic program as part of the Countywide ALS-Paramedic Program which is as cost neutral as possible (Program costs born by the City offset to the extent possible by funding provided by the JPA). However, the City, at its sole discretion, may implement a City Paramedic Program independent of the Countywide ALS-JPA Program in the event the Countywide program is dissolved. If the terms and conditions of the final JPA agreement differ significantly from the proposals submitted to the County Board of Supervisors of February 24, 1998 the parties to this agreement will need to meet and confer.

II. Staffing

It is agreed and understood that paramedic staffing levels will be determined by the City. At no time will paramedics be released from their duties if this staffing level is compromised. The City will staff a minimum of one (1) paramedic on duty each shift.

- A. No paramedic may be released from his/her commitment in order to maintain acceptable staffing levels.
- B. All "City-Sponsored Student" (as defined in the Paramedic Program Eligibility section) personnel participating in the City's Paramedic Program must agree to be available for assignment and provide services as a paramedic. No paramedic-certified personnel may withhold provision of paramedic services.
- C. Newly hired paramedics and City Sponsored Students must maintain all required certifications and provide paramedic services for the City of Brisbane as part of the Brisbane Fire Department Paramedic Program for a minimum of three (3) years. During that time and until approved to leave the program, possession of and maintenance of all licenses and certifications required of a paramedic for the City of Brisbane must be maintained as a requirement of employment for those personnel assigned to the paramedic program and as required in this section.
- D. Employees may request to leave the Fire Department's Paramedic Program under the following conditions:
  - 1. Employees hired by the City as a Firefighter/Paramedic or assigned to the City's Paramedic Program must maintain all required licenses and certifications and provide paramedic services as a condition of employment. The Firefighter/Paramedic may request to leave the program after three (3) years of service with the Department as an assigned Paramedic in the City's paramedic program. The Firefighter/Paramedic will no longer be required, as a condition of

employment, to maintain paramedic licenses and certifications upon the Fire Chief's approval to leave the paramedic program.

- 2. City Sponsored Students, requesting to leave the paramedic program must have been a San Mateo County certified paramedic and serve with at least three (3) years of service as an assigned Paramedic in the City of Brisbane Paramedic Program before they can petition to leave the program.
- 3. No employee may be approved to leave the paramedic program until:
  - a. The three (3) year paramedic service commitment is completed.
  - b. A certified paramedic replacement is available.
  - c. There is a position classification open for the employee.
  - d. The Chief approves the request to leave the paramedic program.
- 4. All requests will be based on the operational and staffing needs of the department as determined by the City.
- 5. Employees must declare their intent to leave the paramedic program in writing to the Fire Chief, who will sign and date the written request as received.
- 6. Priority to leave the paramedic program will be based on time spent as a certified paramedic actively working in the department's paramedic program as an assigned paramedic. The initial group of paramedics may have the same length of service with the department. Therefore, priority to leave the paramedic program will be based on seniority in the department for those initial employees.
- E. The Chief may designate the assignment of "Lead Paramedic". The Lead Paramedic shall be assigned additional responsibilities such as Department Liaison, quality assurance-quality improvement (QA/QI) Coordinator, equipment and supply procurement, record-keeping, and other duties determined by the Chief. The Lead Paramedic shall receive Lead Assignment Pay of 2% of the employee's base salary.

III. Paramedic Assignment Pay

The proposed Countywide ALS-Program plans to utilize a certified paramedic position and EMT-D (Emergency Medical Technician-Defibrillator) certified employees currently serving within the fire department in the delivery of ALS service. The City will develop a Firefighter/Paramedic position description that will be added to the existing fire department positions descriptions of Captain, Firefighter, and Fire Prevention Officer.

- A. At such time as the City implements a program with or without the JPA Countywide ALS-Paramedic Program, employees certified as a Paramedic shall be eligible to receive monthly Paramedic Assignment Pay of 10% of top step Firefighter base salary per month. Only paramedics officially designated and assigned to the paramedic program shall receive assignment pay. Assigned paramedics will also be eligible for EMT-D pay, but no Paramedic Assignment pay.
- B. The Fire Chief may temporarily suspend Paramedic Pay if an employee is absent for more than thirty (30) consecutive calendar days for a non-industrial injury or illness, or leave of absence,

excluding paid vacation leave. Upon return to work, an employee shall be returned to assignment status provided that he employee has maintained current paramedic certification during the period of absence.

IV. Paramedic Assistant Pay

At such time as the City commences delivery of paramedic service either with or without the Countywide ALS-Paramedic Program, non-paramedic EMT-D certified department personnel shall serve in a paramedic support position operating within the guidelines of the Countywide ALS-Paramedic Program and/or the City of Brisbane. Personnel serving in such a support position shall receive 2% of top step Firefighter base salary per month.

- V. Paramedic Program Eligibility
  - A. The City will initially fill vacancies with new hires who are paramedic certified. In addition, the City will offer paramedic training, as outlined in the agreement, to existing personnel in the Firefighter and Captain classifications as is necessary to staff the paramedic program. Funding for all training costs will be based on funds available through the JPA to initially train paramedics.
  - B. "City-Sponsored Student": Initially, current full-time regular permanent personnel in the classification of Firefighter or Fire Captain may be eligible for appointment to the Paramedic Program as a "City-Sponsored Student". The actual number of students is dependent upon the number of vacancies in the department and the number of paramedics required to stall the program as determined by the City.
  - C. Initial Paramedic training, which is composed of (1) didactic training, (2) clinical training, and (3) field internship training, for existing personnel will be based on the following criteria:
    - 1. Training will be scheduled by the department in coordination with the paramedic training provider with due consideration for the needs of the employee and training funds available from the JPA.
    - 2. The parties involved in the program will work cooperatively to develop a training schedule.
    - 3. During the didactic training, clinical training, and field internship training the employee may receive release time from assigned duty when scheduling conflict occur.
  - D. City-Sponsored Students may be eligible for an on-time program incentive in recognition of the related commitment and off-duty time that will be required to complete the training program. The City will provide a training program incentive to authorized City-Sponsored Students of \$4,500 incrementally in recognition of successful completion of the training as follows:

Didactic (Classroom Training)	\$2,500
Clinical Training	\$1,000
Internship (Ride-Along Training)	
Paramedic Certification	\$1,000

VI. Paramedic Certification

- A. It is the responsibility of the paramedic to maintain at all times current certification as directed by the County of San Mateo Health Officer, State Medical Services Authority, and any other local, state or federal regulation and/or certification requirements.
- B. All Paramedic personnel shall maintain all required certifications, follow all related and required City, County, State and Federal certifications, policies, procedures, and practices as they apply to performance as a paramedic for the City of Brisbane.
- C. The City shall reimburse paramedic-certified personnel for all registration, books, and certification fees related to continuing education, which may be required for paramedic-certified personnel to maintain their certifications.
- D. The City shall provide as much in-house training, continuing education, and other training as is financially and technically feasible. However, it is the responsibility of the employee to ensure that all license, certifications and training requirements are met on a continual basis for the classification of Paramedic and to provide services as a paramedic for the City of Brisbane and as a part of the JPA. The City reserves sole discretion in determining whether part or all of the training will be provided by the City or whether the employee will complete all or part of the training of his/her own. The City will provide up to 24-hours of overtime per year in the employee completes all of the training on his/her own time. In the event the training is completed in part by the City and in part by the employee, training cost will be apportioned accordingly. This amount will be considered to cover all incurred expenses. Should certification requirements change both parties agree to meet and confer regarding the impact of these changes. It is understood that a contract re-opener is specific to Section VI.d of this appendix.
- VII. City Sponsored Students/Initial Paramedic Selection

The City will provide the opportunity for ALS paramedic training to regular, full-time permanent employees in the Firefighter and Fire Captain classifications based on initial program staffing needs. In anticipation of the Countywide ALS-Paramedic Program being implemented, the parties agree to undertake ALS paramedic training and acknowledge the following:

- A. Selection of personnel for ALS paramedic training will be done through an open process based on those employees interested in the program, with the selections of participants subject to an affirmative recommendation for appointment to the Fire Chief by the training vendor. The Fire Chief shall retain discretion as to final approval. Applicants not selected will be given written notice with an explanation. Regular, full-time permanent personnel may sign up to be a City-Sponsored Student for ALS paramedic training on a voluntary basis. The selection criteria shall include the following elements:
  - 1. Successful completion of a written and oral examination process (to be given the training vendor),
  - 2. employee's commitment to the program, and
  - 3. approval of the Fire Chief.
- B. The City shall pay all application, registration, tuition, books and certification fees related to training and associated with the ALS paramedic training and certification process. The City

shall also pay all application, registration, tuition, books, and certification fees associated with the initial certification and licensing requirements related to ALS paramedic certification by the proposed Countywide JPA for "City-Sponsored" employees.

- C. City-Sponsored Student paramedics agree that the following repayment schedule shall apply to any city-sponsored personnel who voluntarily leave the City of Brisbane Fire Department employment prior to completion of three (3) years of service as a paramedic to the City of Brisbane. Employees must sign an agreement agreeing to this condition.
- D. The repayment schedule includes:
  - 1. Personnel who elect to discontinue the pursuit of paramedic certification during the paramedic training period will be required to repay the City 100% of incurred tuition costs. This is to be distinguished from academically failing the program. Any employee who fails vs. quitting will not be required to repay the City.
  - 2. Personnel who leave during their first or second year of active service after initial paramedic certification will be required to reimburse the City for 40% of the initial tuition costs.
  - 3. Personnel who leave during the third year of active service after initial paramedic certification will be required to reimburse the City for 25% of the initial tuition costs.
  - 4. Active service shall be defined as the starting date the employee begins providing service as a paramedic in the City of Brisbane ALS program.
- E. Employees who were City-Sponsored Students who completed three (3) years of service in the Paramedic Program who completed three (3) years of service in the Paramedic Program have met this tuition obligation requirement and shall not have any further reimbursement requirements.
- F. Personnel who are promoted to a higher classification within the Brisbane Fire Department shall not be required to reimburse the City for costs incurred as described above. However, promotion to a higher classification does not relieve the employee from his/her obligation as a paramedic, except as provided for in Section II of this agreement.
- G. City-Sponsored Students/Paramedics who are terminated from the Paramedic Program due to an industrial disability shall not be required to reimburse the City for costs incurred as described above.
- H. Extenuating circumstances beyond those cited above shall be evaluated on a case-by-case basis with the final determination to be made by the Fire Chief.

## VIII. Shift Changes

A. It is anticipated that temporary shift changes may be necessary to facilitate training citysponsored paramedic students without negatively impacting the Fire Department's ability to provide an acceptable level of fire protection. This may affect those employees involved in paramedic training as well as those employees not involved with paramedic training. The Fire Department will have sole responsibility and discretion of establishing shift assignments. The Fire Department will make reasonable efforts to minimize the frequency and amount of shift changes to reduce program impact.

- B. To distribute paramedic after completion of the training program some of the previous "temporary" shift assignments may become permanent. Additional changes may be needed to ensure proper paramedic distribution between the three (3) shifts.
- IX. Workload Modifications

The ALS-Paramedic Program and paramedic training is a high priority for the Brisbane Fire Department. Therefore, the department shall make reasonable efforts to maintain an equitable workload for paramedic students and allow for study and preparation time necessary to meet paramedic training requirements.

- X. Vacations, Trades, Other Leave, Overtime
  - A. Shall be as specified in the MOU and Sop's, Article IV, Division I, Section through 4.1-14.
  - B. Personnel assigned to paramedic duty may make trades as specified in the MOU; however, no trade shall be approved or granted unless a qualified paramedic is on duty. Trades shall not be granted when the operational needs of the department are compromised.
  - C. In most cases of overtime, there should not be a change in the way the overtime rotation is presently administered. A potential exception would be to meet staffing requirements of a certified paramedic. In those cases, the Fire Department will make the overtime available following procedures for overtime specified in the MOU, Section 8 and department procedures. However, the requirements of the City's paramedic program must be met and may require making the overtime available to an eligible paramedic certified employee.

## XI. Specific Terms and Conditions

This Agreement shall remain in effect for the duration of the City's involvement with the proposed Countywide JPA or until changes, revisions, additions are made through the meet and confer process.

It is understood and agreed that during the term of the Agreement, should there be any changes in San Mateo County regarding the proposed Countywide JPA that concern the delivery of paramedic services and that materially impact the City's ALS-program, the parties agree to address such impacts in the manner required under California Government Code Section 3505. It is understood and agreed that should any provision of this Agreement be determined to be inconsistent or incompatible with any requirements under State and Federal law, the parties agree to immediately address the affected provision in the manner required under Government Code Section 3505.

Employee:

Date:

G.

### PARAMEDIC TRAINING AGREEMENT

The above identified City of Brisbane Employee as a condition of participation in the ALS Paramedic Training Program, agrees to the following terms and conditions of this Paramedic Training Agreement ("Agreement") by and between the Employee and the City of Brisbane ("City") entered into as of the date above.

The City which, in good faith, incur expenses in providing the ALS Paramedic Training Program for the employee with the reasonable expectation that the Employee will complete the program and remain with the City as a trained paramedic for at least three (3) years thereafter. The general terms of the Agreement have been the subject of collective bargaining, and are generally memorialized in the Letter of Understanding between the City and the Firefighter's Union Local 2400 dated

A. The City shall pay all costs for application, registration, books, and certification fees associated with the ALS Paramedic training and certification process. The City shall also pay all costs for required application, registration, certification fees, and books associated with initial certification and licensing requirements related to the ALS paramedic certification by the proposed Countywide joint powers authority for "City-Sponsored" employees.

B. In consideration of the commitments stated above and the financial obligations of the City recited, Employee agrees as follows:

1. In the event Employee withdraws from paramedic training before completing the course, or where employee completes paramedic training but fails to secure certification as a paramedic, Employee agrees to and shall reimburse the City for the City's incurred costs for all application, registration, books, and certification fees paid on behalf of the employee.

2. In the event Employee either: (a) voluntarily leaves employment from the City; (b) retires from City employment on other than an industrial disability retirement; or (c) is terminated from City employment, and any of such events occurs before completion of paramedic training and certification, Employee agrees to and shall reimburse the City for the City's incurred costs of behalf of the Employee.

3. In the event Employee completes paramedic training and certification, but thereafter either; (a) voluntarily leaves employment from the City, (b) retires from City employment or other than an industrial disability retirement; or (c) is terminated from City assignment as a paramedic with the City after initial paramedic certification of the employee, then Employee agrees to and shall reimburse the City for forty percent (40%) of the City's incurred costs for all application, registration, books, and certification fees paid on behalf of the Employee.

4. In the event Employee completes paramedic training and certification, but thereafter either: (a) voluntarily leaves employment from the City; (b) retires from City employment on other than industrial disability; or (c) is terminated from City employment, and any of such events occurs within the third year of active assignment as a paramedic with the City after initial paramedic certification of the employee, then Employee agrees to and shall reimburse the City for twenty-five percent (25%) of

the City's incurred costs for all application, registration, books, and certification fees paid on behalf of the Employee.

Active service or active assignment shall be defined as the starting date the employee begins providing service as a paramedic in the City's ALS Program.

G. Lifective Date: 01/02/2020 2.0% Increase			<b>CITY OF BRISBANE</b> International Assoc. of Firefighter			Exhibit A s, Local 2400
Job Title		Step A	Step B	Step C	Step D	Step E
Firefighter	Monthly	7,756.61	8,144.01	8,551.21	8,975.39	9,424.99
	Bi-weekly Hourly	3,579.97 31.96	3,758.77 33.56	3,946.71 35.24	4,142.49 36.99	4,350.00 38.84
Firefighter/Paramedic	Monthly	7,756.61	8,144.01	8,551.21	8,975.39	9,424.99
i nongritor, i aramouro	Bi-weekly	3,579.97	3,758.77	3,946.71	4,142.49	
	Hourly	31.96	33.56	35.24	36.99	38.84
Fire Captain	Monthly	9,269.46	9,727.33	10,219.59	10,728.59	11,265.90
	Bi-weekly	4,278.21	4,489.54	4,716.73	4,951.66	5,199.65
	Hourly	38.20	40.09	42.11	44.21	46.43
Fire Prevention Officer	Monthly	8,160.17	8,570.99	8,998.41	9,446.81	9,919.45
	Bi-weekly	3,766.23	3,955.84	4,153.11	4,360.07	,
	Hourly	47.08	49.45	51.91	54.50	57.23
Fire Trainee	Monthly Bi-weekly Hourly	3,857.64 1,780.45 22.26				

1 - Hourly wage for Firefighter, Firefighter/Paramedic and Fire Captain are calculated on a 56-hour workweek.

2 - Hourly wage for Fire Prevention Officer and Fire Trainee is calculated on a 40-hour workweek.

3 - Base Salary includes holiday compensation at the rate of 6.0% for Firefighter & Firefighter/Paramedic.